



COUNTY GOVERNMENT OF LAMU
DEPARTMENT OF WATER AND IRRIGATION



TENDER DOCUMENT

FOR CONSTRUCTION OF SINAMBIO WATER PUMPING STATION

TENDER NO. CGL/TND/WATER/007/2020-2021

(NEGOTIATION NUMBER: 824625)

(SPECIAL GROUP)

TABLE OF CONTENTS

PAGE

TABLE OF CONTENTS

PAGE

SECTION I	INVITATION FOR TENDERS	3
SECTION II	INSTRUCTIONS TO TENDERERS	4
SECTION III	CONDITIONS OF CONTRACT	12
SECTION IV	EVALUATION CRITERIA	21
SECTION V	STANDARD FORMS	23
SECTION VI	SPECIFICATIONS, DRAWINGS AND BILLS OF QUANTITIES/SCHEDULE OF RATES	42

SECTION I

INVITATION FOR TENDERS

Tender Reference No. TENDER NO. CGL/TND/WATER/007/2020-2021

Tender Name: FOR CONSTRUCTION OF SINAMBIO WATER PUMPING STATION

County government of Lamu invites sealed tenders for;

FOR CONSTRUCTION OF SINAMBIO WATER PUMPING STATION

- 1.2 Interested eligible candidates may obtain further information and inspect the tender documents at Supply Chain Management office at the county government headquarters located in Mokowe during normal working hours or visit Lamu County Government website <http://www.lamu.go.ke>.
- 1.3 A complete set of tender documents shall be made available on the Lamu County Government website: <http://www.lamu.go.ke>.
- 1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for 120 days from the closing date of tender.
- 1.5 Completed tender documents are to be addressed to **(COUNTY GOVERNMENT OF LAMU P.O BOX 74- 80500 LAMU and should be submitted electronically through IFMIS supplier portal at www.supplier.treasury.go.ke** so as to be received on or before **Thursday 22nd October, 2020 at 11.00 a.m.**
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at County Government of Lamu Board Room, Mokowe.

For (Accounting Officer/ County Government of Lamu)

SECTION II
INSTRUCTIONS TO TENDERERS
TABLE OF CONTENTS

CLAUSE	PAGE.
1. GENERAL	4
2. TENDER DOCUMENTS	5
3. PREPARATION OF TENDERS	5
4. SUBMISSION OF TENDERS	6
5. TENDER OPENING AND EVALUATON	7
6. AWARD OF CONTRACT	8

INSTRUCTIONS TO TENDERERS.

1. General

- 1.1** The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful Tenderer will be expected to complete the Works by the Intended Completion Date specified in the said Appendix.
- 1.2** Tenderers shall include the following information and documents with their tenders, unless otherwise stated:
- (a) Principal place of business;
 - (b) experience in works of a similar nature and size for each of the last 10 years, and clients who may be contacted for further information on these contracts;
 - (c) major items of construction equipment owned;
 - (d) qualifications and experience of key site management and technical personnel proposed for the Contract;
 - (e) Authority to seek references from the Tenderer's bankers.
 - (f) Audited Financial Accounts for the last three years;
 - (g) Certified Copy of Certificate of Incorporation/Registration.
 - (h) Certified Copy of Current Tax Compliance certificate from Kenya Revenue Authority.
 - (i) Certified Copy of Valid and current Business Permit.
 - (j) Disclosure of business ownership (Directors/ Partners /Sole Proprietor). Attach a copy of CR12 Form
- 1.3** The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.
- 1.4** 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.
- 1.5** The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2. Tender Documents

- 2.1** The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below:-
- (a) These instructions to Tenderers
 - (b) Form of Tender
 - (c) Conditions of Contract and Appendix to Conditions of Contract
 - (d) Specifications
 - (e) Drawings
 - (f) Bills of Quantities/Schedule of Rates (whichever is applicable)
 - (g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions

- 2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.
- 2.3 A prospective Tenderer making inquiries of the tendering documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 here below.

3. Preparation of Tenders

- 3.1 All documents relating to the tender and any correspondence shall be in English Language.
- 3.2 The tender submitted by the Tenderer shall comprise the following:-
- (a) The Tender;
 - (b) Tender Security;
 - (c) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts
 - (d) Any other materials required to be completed and submitted by Tenderers.
- 3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.
- 3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of ninety (90) days from the date of submission. However in exceptional circumstances, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.
- 3.7 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.

- 3.8 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.
- 3.9 Clarification of tenders shall be requested by the tenderer to be received by the County Government of Lamu not later than 7 days prior to the deadline for submission of tenders.
- 3.10 The County Government of Lamu shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

4. Submission of Tenders

- 4.1 The tender duly filled and sealed in an envelope shall;-
- (a) be addressed to the Employer at the address provided in the invitation to tender;
 - [b] bear the name and identification number of the Contract as defined in the invitation to tender; and
 - [c] provide a warning not to open before the specified time and date for tender opening.
 - (d) be submitted in both original and copy.
- 4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender.
- 4.3 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents.
- Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.
- 4.4 Any tender received after the deadline for opening tenders will be returned to the tenderer un-opened.
- 4.5 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

5. Tender Opening and Evaluation

- 5.1 The tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.
- 5.2 The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Employer. Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Employer.

- 5.3 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
 - (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.
 - (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).
 - (e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
 - (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.
- 5.5 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 5.6 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 5.7 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.
- 5.8 Price variation requests shall be processed by the County Government of Lamu within 30 days of receiving the request.
- 5.9 Preference where allowed in the evaluation of tenders shall not exceed 15%
- 5.10 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing

or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.

- 5.11 The Tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

6. Award of Contract

- 6.1 The award of the Contract will be made to the Tenderer who has scored the highest combined scores.
- 6.2 Notwithstanding the provisions of clause 6.1 above, the Employer 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.
- 6.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the “Letter of Acceptance”) will state the sum [hereinafter and in all Contract documents called the “Contract Price”] which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.
- 6.4 The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within 30 days following the notification of award. Within 21 days of receipt, the successful Tenderer will sign the Agreement and return it to the Employer.
- 6.5 Within 21 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security amount stipulated in the Appendix to Conditions of Contract.
- 6.6 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 6.7 The County Government of Lamu may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.8 The County Government of Lamu shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 day of receiving the request from any tenderer.

7. Terms of Payment.

The County Government of Lamu shall not pay any advance payment on this works. Payments will be based on work done.

8. Corrupt and fraudulent practices

- 8.1 The County Government of Lamu requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.
- 8.2 The County Government of Lamu will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.
- 8.3 Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
1.1	<p>This Invitation for Tenders is open to all tenderers eligible as described below:</p> <ul style="list-style-type: none">(a) the person has the legal capacity to enter into a contract for procurement or asset disposal;(b) the person is not insolvent, in receivership, bankrupt or in the process of being wound up;(c) the person, if a member of a regulated profession, has satisfied all the professional requirements;(d) the procuring entity is not precluded from entering into the contract with the person under section 38 of PPAD Act (MUST complete the attached form);(e) the person and his or her sub-contractor, if any, is not debarred from participating in procurement proceedings under Part XI of PPAD Act (MUST complete the attached form);(f) the person has fulfilled tax obligations;(g) the person has not been convicted of corrupt or fraudulent practices; and(h) is not guilty of any serious violation of fair employment laws and practices.
1.2	<p>Tenderers are required to provide copies of the following documents:</p> <ul style="list-style-type: none">a) Audited Financial Accounts for one year: (2017 – 2019)b) Certified Copy of Certificate of Incorporation/Registration.c) Certified Copy of Current Tax Compliance certificate from Kenya Revenue Authority.

	d) Certified Copy of Valid and current Business Permit. e) Disclosure of business ownership (Directors/ Partners /Sole Proprietor). Attach a copy of CR12 Form
1.4	Site visit will be on 13th October, 2020, Interested bidders to assemble at Mokowe Lawasco offices at 9:00 a.m.
1.5	Tenders will close on 22nd October, 2020 at 11:00 a.m.
1.6	No advance payment acceptable for this tender
	The inquiry address is hereby given as Lamu County Government, PO BOX 74- 80500 Lamu. Only written inquiries are accepted
1.7	Documentary evidence for those submitting tenders for this works shall comprise of; a) Drawings b) Equipment Data Sheet c) Performance charts, d) CVs for 2 technical persons e) Work plan/schedule
1.8	Tenders validity shall be 120 days from the date of Tender Opening
1.9	Tenders shall be submitted in the IFMIS Suppliers portal and should be properly marked.
1.10	Price offers as read during Tender Opening shall be evaluated as is without conducting arithmetic checks.
1.11	Post-qualification shall not be done.
1.12	Qualification criteria has been detailed further in Section VII of this Tender Document (Evaluation Criteria)

SECTION III
CONDITIONS OF CONTRACT
Table of Contents

Page

1.	DEFINITIONS.....	11
2.	CONTRACT DOCUMENTS.....	12
3.	EMPLOYER’S REPRESENTATIVE’S DECISIONS.....	13
4.	WORKS, LANGUAGE AND LAW OF CONTRACT.....	13
5.	SAFETY, TEMPORARY WORKS AND DISCOVERIES.....	13
6.	WORK PROGRAM AND SUB-CONTRACTING.....	13
7.	THE SITE.....	13 - 14
8.	INSTRUCTIONS.....	14
9.	EXTENSION OF COMPLETION DATE.....	14 - 15
10.	MANAGEMENT MEETINGS.....	15
11.	DEFECTS.....	15 - 16
12.	BILLS OF QUANTITIES/SCHEDULE OF RATES.....	16
13.	VARIATIONS.....	16
14.	PAYMENT CERTIFICATES AND FINAL ACCOUNT	16 - 17
15.	INSURANCES	18
16.	LIQUIDATED DAMAGES.....	18
17.	COMPLETION AND TAKING OVER.....	18
18.	TERMINATION.....	18 - 19
19.	PAYMENT UPON TERMINATION.....	19
20.	CORRUPT GIFTS AND PAYMENTS OF COMMISSION.....	19 - 20
21.	SETTLEMENT OF DISPUTES.....	20
22.	APPENDIX TO CONDITIONS OF CONTRACT	21 – 22

SECTION III - CONDITIONS OF CONTRACT

1. Definitions

- 1.1 In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

“Bills of Quantities” means the priced and completed Bill of Quantities forming part of the tender [where applicable].

“Schedule of Rates” means the priced Schedule of Rates forming part of the tender [where applicable].

“The Completion Date” means the date of completion of the Works as certified by the Employer’s Representative.

“The Contract” means the agreement entered into by the Employer and the Contractor as recorded in the Agreement Form and signed by the parties.

“The Contractor” refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer.

“The Contractor’s Tender” is the completed tendering document submitted by the Contractor to the Employer.

“The Contract Price” is the price stated in the Letter of Acceptance.

“Days” are calendar days; **“Months”** are calendar months.

“A Defect” is any part of the Works not completed in accordance with the Contract.

“The Defects Liability Certificate” is the certificate issued by Employer’s Representative upon correction of defects by the Contractor.

“The Defects Liability Period” is the period named in the Appendix to Conditions of Contract and calculated from the Completion Date.

“Drawings” include calculations and other information provided or approved by the Employer’s Representative for the execution of the Contract.

“Employer” Includes Central or Local Government administration, Universities, Public Institutions and Corporations and is the party who employs the Contractor to carry out the Works.

“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.

“Site” means the place or places where the permanent Works are to be carried out including workshops where the same is being prepared.

“Materials” are all supplies, including consumables, used by the Contractor for incorporation in the Works.

“Employer’s Representative” is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.

“Specification” means the Specification of the Works included in the Contract.

“Start Date” is the date when the Contractor shall commence execution of the Works.

“ A Subcontractor” is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.

“Temporary works” are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

“ A Variation” is an instruction given by the Employer’s Representative which varies the Works.

“The Works” are what the Contract requires the Contractor to construct, install, and turnover to the Employer.

2. Contract Documents

2.1 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- (1) Agreement,
- (2) Letter of Acceptance,
- (3) Contractor’s Tender,
- (4) Conditions of Contract,
- (5) Specifications,
- (6) Drawings,
- (7) Bills of Quantities or Schedule of Rates [whichever is applicable)

3. Employer’s Representative’s Decisions

3.1 Except where otherwise specifically stated, the Employer’s Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

4. Works, Language and Law of Contract

4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Employer’s Representative, and complete them by the Intended Completion Date.

- 4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

5. Safety, Temporary works and Discoveries

- 5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.
- 5.2 The Contractor shall be responsible for the safety of all activities on the Site.
- 5.3 Any thing of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Employer's Representative of such discoveries and carry out the Employer's
- 5.4 Representative's instructions for dealing with them.

6 Work Program and Sub-contracting

- 6.1 Within seven days after Site possession date, the Contractor shall submit to the Employer's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.
- 6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer's Representative. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

7 The site

- 7.1 The Employer shall give possession of all parts of the Site to the Contractor.
- 7.2 The Contractor shall allow the Employer's Representative and any other person authorised by the Employer's Representative, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

8 Instructions

- 8.1 The Contractor shall carry out all instructions of the Employer's Representative which are in accordance with the Contract.

9 Extension of Completion Date

- 9.1 The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.
- 9.2 For the purposes of this clause, the following occurrences shall be valid for consideration;

Delay by:-

- (a) force majeure, or

- (b) reason of any exceptionally adverse weather conditions, or
- (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) reason of the Employer's Representative's instructions issued under these Conditions, or
- (e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
- (f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or
- (g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
- (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or
- (i) reason of delay in appointing a replacement Employer's Representative, or
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) delay in receiving possession of or access to the Site.

10 Management Meetings

- 10.1 A Contract management meeting shall be held regularly and attended by the Employer's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.
- 10.2 Communication between parties shall be effective only when in writing.

11 Defects

- 11.1 The Employer's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may

have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.

- 11.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.
- 11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect within the time specified in the Employer's Representative's notice, the Employer's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

12 Bills of Quantities/Schedule of Rates

- 12.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.
- 12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

13 Variations

- 13.1 The Contractor shall provide the Employer's Representative with a quotation for carrying out the variations when requested to do so. The Employer's Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.
- 13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 13.3 If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

14 Payment Certificates and Final Account

- 14.1 The Contractor shall be paid after each of the following stages of Work listed herebelow (subject to re-measurement by the Employer's Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.

(i) Advance payment_____ (percent of Contract Price,

[after Contract execution] *to be inserted by the Employer*).

- (ii) First stage (*define stage*) _____
- (iii) Second stage (*define stage*) _____
- (iv) Third stage (*define stage*) _____
- (v) After defects liability period.

14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application. The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.

14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer's Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.

14.4 If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the

Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the Employer within 15 days of receipt of delayed payments of his intentions to claim interest.

15. Insurance

15.1 The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss of or damage to property.

16. Liquidated Damages

16.1 The Contractor shall pay liquidated damages to the Employer at the rate 0.001 per cent of the Contract price per day for each day that the actual Completion Date is later than the Intended Completion Date except in the case of any of the occurrences listed under clause 9.2. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

17. Completion and Taking Over

- 17.1 Upon deciding that the Work is complete the Contractor shall request the Employer's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed.

The Employer shall take over the Site and the Works within seven days of the Employer's Representative issuing a Certificate of Completion.

18. Termination

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

- (a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;
- (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) a payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.
- (d) the Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

- 18.2 If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

19. Payment Upon Termination

- 19.1 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.

- 19.2 The Contractor shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Employer's Representative may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

- 19.3 Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefor the Employer's Representative shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the

difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

20. Corrupt Gifts and Payments of Commission

20.1 The Contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.
- (b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

21. Settlement of Disputes

21.1 Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

SECTION IV
Evaluation criteria

	MADATORY REQUIREMENTS	POINTS
1.	Particulars of the Tendering Company (Attach Copies) a) Certified copies of statutory documents as follows: - <ul style="list-style-type: none"> • Certificate of incorporation/registration. • Current Tax Compliance certificate. • PIN Certificate. • Valid AGPO Certificate – Youth Category. • Valid NCA certificate category 8 and Above for Water works. • Valid and current trade/ Business license. • Site Visit Certificate. • Serialization of all pages including the attachments. • Completed confidential business questionnaire and declaration form duly filled, signed and stamped. • Disclosure of business ownership (Directors/ Partners /Sole Proprietor). Attach a copy Business CR 12 Form. • Bidder to provide self-declaration that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015(As per section 62 of PPDA 2015). • Bidder to provide self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice. • Form of tender duly signed, filled and stamped. 	Mandatory
	TECHNICAL/GENERAL REQUIREMENTS	
2.	Provide details of; <ul style="list-style-type: none"> • Company profile (statewhether joint venture or not) (2 Marks). • contact person(s) (1 mark) • physical address/location (2 Marks) 	5
3	Evidence of adequacy of working capital for this Contract <ul style="list-style-type: none"> • Access to line(s) of credit (attach evidence 5 Marks). • Availability of other financial resources (attach evidence 5 Marks) 	10
4	Proof of Having undertaken at least 1 works of a similar nature in the last 10 years. (15 marks).	15
5	Bidder to provide a preliminary description of the proposed work; i.e. Method and schedule (5 marks). <ul style="list-style-type: none"> • The drawngs (5 marks). • The charts, as necessary (5 marks). 	15
6	Documentary evidence for those submitting tenders for this works shall comprise of; <ul style="list-style-type: none"> a) Equipment Data Sheet b) Performance charts, c) Work plan/schedule Each @ 5 marks	15
7	Qualifications and experience of key site management and technical personnel proposed for the assignment, at least a total of two officers for both site management and technical personnel (5 Marks) (Attach Cvs.)	5

8	Free from any litigation, current or during the last five years, in which the tenderer is involved. (5 Marks)	5
9	Serialized tender document. (5 Marks)	5
10	Proof of Audited Financial Accounts for one year: (2017 – 2019)(5 marks)	5
	Total	80

All information provided may be subject to confirmation by COUNTY GOVERNMENT OF LAMU providing false information will lead to disqualification. **NOTE:** Only tenders that score 60% out of 80% on technical evaluation will qualify to have their proposals for financials evaluated. Those scoring below 60% will be disqualified at this stage. Award will be given to the highest combined scorer.

Financial Evaluation

The financial evaluation shall comprise 20% of the total marks

The formulae for determining the financial score (SF) shall be as follows;

$$SF = 20 FM/F$$

Where: SF is the financial score

FM is the lowest fees quoted and

F is the fees of the quotation under consideration.

The lowest fees quoted will be allocated the maximum score of 20%. The bidder with the combined highest technical and financial score shall be awarded the tender.

SECTION V STANDARD FORMS

List of Standard Forms

- (i) Form of Invitation for Tenders**
- (ii) Form of Tender**
- (iii) Letter of Acceptance**
- (iv) Form of Agreement**
- (v) Form of Tender Security**
- (vi) Performance Bank Guarantee**
- (vii) Performance Bond**
- (viii) Bank Guarantee for Advance Payment**
- (ix) Qualification Information**
- (x) Tender Questionnaire**
- (xi) Confidential Business Questionnaire**
- (xi) Details of Sub-Contractors**
- (xiii) Request for Review Form**

FORM OF INVITATION FOR TENDERS

_____ [date]

To: _____ [name of Contractor]
_____ [address]

Dear Sirs:

Reference: _____ [Contract Name]

You have been prequalified to tender for the above project.

We hereby invite you and other prequalified tenderers to submit a tender for the execution and completion of the above Contract.

A complete set of tender documents may be purchased by you from _____

_____ [mailing address, cable/telex/facsimile numbers].

Upon payment of a non-refundable fee of Kshs _____

All tenders must be accompanied by _____ number of copies of the same and a tender security in the form and amount specified in the tendering documents, and must be delivered to

_____ [address and location]

at or before _____ (time and date). Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend.

Please confirm receipt of this letter immediately in writing by cable/facsimile or telex.

Yours faithfully,

_____ Authorized Signature

_____ Name and Title

FORM OF TENDER

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

Dear Sir,

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

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____

duly authorized to sign tenders for _____ and on behalf of _____
[Name of Tenderer]
[Address of Tenderer]

Witness; Name _____

Address _____

Signature and Stamp _____

Date _____

(Amend accordingly if provided by Insurance Company)

LETTER OF ACCEPTANCE
[Letterhead paper of the Employer]

_____ [date]

To: _____
[name of the Contractor]

[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____
for the execution of _____
[name of the Contract and identification number, as given in the Tender documents] for the Contract Price
of Kshs. _____ [amount in figures][Kenya
Shillings _____ (amount in words)] in accordance with the Instructions to
Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

Authorized Signature

Name and Title of Signatory

Attachment : Agreement

FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____
between _____ of [or whose registered office is
situated at] _____
(hereinafter called “the Employer”) of the one part AND
_____ of [or whose registered office is
situated at] _____
(hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

_____ *(name and identification number of Contract)* (hereinafter called “the Works”) located
at _____ *[Place/location of the Works]* and the Employer has accepted the
tender submitted by the Contractor for the execution and completion of such Works and the remedying of
any defects therein for the Contract Price of Kshs _____ *[Amount in
figures]*, Kenya Shillings _____ *[Amount in words]*.

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 documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender
 - (iii) Conditions of Contract Part I
 - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
 - (v) Specifications
 - (vi) Drawings
 - (vii) Priced Bills of Quantities/Priced Schedule of Rates [whichever is applicable]
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (i) Name _____

Address _____

Signature _____

[ii] Name _____

Address _____

Signature _____

FORM OF TENDER SECURITY

WHEREAS(hereinafter called “the Tenderer”) has submitted his tender dated for the construction of
..... (name of Contract)

KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called “the Bank”), are bound unto(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
Or

If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:

- (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
- (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

[Date]

[signature of the Bank]

[Witness]

[Seal]

PERFORMANCE BANK GUARANTEE

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

Dear Sir,

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

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

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

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

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

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

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

(Amend accordingly if provided by Insurance Company)

PERFORMANCE BOND

By this Bond, We _____ of (or whose registered office is situated at] _____
as Principal (hereinafter called “the Contractor”) and _____
_____ of [or whose registered office is situated
at] _____
as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____ of [or whose
registered office is situated
at] _____
as Obligee (hereinafter called “the Employer”) in the amount of
Kshs. _____ [amount of Bond in figures] Kenya Shillings

[amount of Bond in words], for the payment of which sum well and truly, the Contractor and the Surety
bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS the Contractor has entered into a Contract with the Employer dated the _____
day of _____ 20 _____ for the execution of

[name of Contract] in accordance with the Contract documents, 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.

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 Employer to be, in default under the Contract, the Employer having performed the Employer’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 Employer for completing
the Contract in accordance with its terms and conditions, and upon determination by the Employer
and the Surety of the lowest responsive tenderer, arrange for a Contract between such tenderer and
Employer 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 the Employer to the Contractor under the

Contract, less the amount properly paid by the Employer to the Contractor; or

- (3) pay the Employer the amount required by the Employer to complete the Contract in accordance
with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

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 _____ SIGNED ON _____

On behalf of _____ On behalf of _____
[name of Contractor] [name of Surety]

By _____ By _____

In the capacity of _____ In the capacity of _____

In the presence of;Name _____ In the presence of;Name _____

Address_____

Address_____

Signature_____

Signature_____

Date_____

Date_____

BANK GUARANTEE FOR ADVANCE PAYMENT

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

Gentlemen,

Ref: _____ *[name of Contract]*

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

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

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

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

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until

_____ *(name of Employer)* receives full payment of the same amount from the Contract.

Yours faithfully,

Signature and Seal _____

Name of the Bank or financial institution _____

Address _____

Date _____

Witness: Name: _____
 Address: _____
 Signature: _____
 Date: _____

QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate);

Place of registration: _____

Principal place of business _____

Power of attorney of signatory of tender _____

1.2 Total annual volume of construction work performed in the last five years

Year	Volume	
	Currency	Value

1.3 Work performed as Main Contractor on works of a similar nature and volume over the last five years. Also list details of work under way or committed, including expected completion date.

Project name	Name of client and contact person	Type of work performed and year of completion	Value of contract
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

1.4 Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below.

Item of Equipment	Description, Make and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
_____	_____	_____	_____
_____ (etc .)	_____	_____	_____

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Years of experience (general)	Years of experience in proposed position
Project Manager	_____	_____	_____

(etc.)			

- 1.6 Financial reports for the last five years: balance sheets, profit and loss statements, auditor's reports, etc. List below and attach copies.

- 1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supportive documents.

- 1.8 Name, address and telephone, telex and facsimile numbers of banks that may provide reference if contacted by the Employer.

- 1.9 Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.

- 1.10 Proposed program (work method and schedule) for the whole of the Works.

2 Joint Ventures

- 2.0 The information listed in 1.1 – 2.0 above shall be provided for each partner _____ of the joint venture.

- 2.1 The information required in 1.11 above shall be provided for the joint venture.

- 2.2 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture

- 2.3 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:

- a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
- c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

TENDER QUESTIONNAIRE

Please fill in block letters.

- 1. Full names of tenderer;
.....

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

- 3. Telephone number (s) of tenderer;
.....

- 4. Telex of tenderer;
.....

- 5. Name of tenderer’s representative to be contacted on matters of the tender during the tender period;
.....

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

Signature of Tenderer

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this Form.

Part 1 – General

Business Name

Location of business premises; Country/Town.....

Plot No..... Street/Road

Postal Address..... Tel No.....

Nature of Business.....

Current Trade Licence No..... Expiring date.....

Maximum value of business which you can handle at any time: K.
pound.....

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

Your name in full..... Age.....

Nationality..... Country of Origin.....

Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1
2
3

Name.....Date.....Sign/Company Seal.....

DETAILS OF SUB-CONTRACTORS

If the Tenderer wishes to sublet any portions of the Works under any heading, he must give below details of the sub-contractors he intends to employ for each portion.

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet:

(i) Full name of Sub-contractor
and address of head office:
.....

(ii) Sub-contractor's experience
of similar works carried out
in the last 3 years with
Contract value:
.....
.....

(2) Portion of Works to sublet:

(i) Full name of sub-contractor
and address of head office:
.....
.....

(ii) Sub-contractor's experience
of similar works carried out
in the last 3 years with
contract value:
.....

[Signature of Tenderer)

Date

LETTER OF NOTIFICATION OF AWARD

Employers address

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*County Government of Lamu*)

Request for review of the decision of the..... (*Name of the employer*) ofdated
the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement
Administrative Review Board to review the whole/part of the above mentioned decision on the following
grounds , namely:-

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
 - 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED

Board Secretary

SECTION VI – SPECIFICATIONS, DRAWINGS AND BILLS OF QUANTITIES/SCHEDULE OF RATES

I. SPECIFICATIONS

II. DRAWINGS

III. BILL OF QUANTITIES/SCHEDULE OF RATES

BILL (A) – FABRICATION AND INSTALLATION OF 15M HIGH 50M³ STEEL ELEVATED TANK					
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
<u>B.</u>	<u>FABRICATION AND INSTALLATION OF 15M HIGH 50M³ STEEL ELEVATED TANK.</u>				
1.0	<u>Excavation and earthworks.</u> Excavate for foundation to a depth not exceeding 3000mm as directed by the engineers on site.	Item	1		
1.2	<u>Tank construction</u> Construct a 50m ³ METRIC COLD Pressed Steel Sectional Water Storage Tank of size 5000mm x 5000mm x 2000mm to BS 1564 Part II complete with 1.5mm thick pitched roof cover, Internal & External ladders, Water Level Indicator, Vent Cleats, Stays, Manhole with lockable cover, Glasticord joining compound, galvanized nuts, bolts & washers. Tank painted with 2 coats Bituprime internally & Aluminium paint externally – Plate thickness 4.5mm.	No.	1		
1.3	Provide 15m high Tank tower to BS 449 complete with walk way, hand rail, ladder painted with 2 coat of Aluminium paint.	No.	1		
1.4	Fabricate and erection of structural steel work for 15m steel tower.	Item	1		
1.5	Allow for piping costs and transportation to site.	Item	1		
1.6	Allow the Provisional Sum of Ksh. 200,000 to cover cost for supervision of construction activities on behalf of the Procuring Entity's head office to cover expenses for communications, transport, etc to be expended as directed by the Project Manager.	Ls	1		
	<i>TOTAL</i>				

BILL (B) – CONSTRUCTION OF 50M3 SUMP TANK					
Item No.	Description	Unit	Qty.	Rate	Amount(Kshs.)
	<u>Site Clearance</u>				
1.0	Clear tank site of all bushes, scrubs, undergrowth and trees and remove all stumps and roots and dispose.	Lump Sum	1		
1.1	Excavate tank site commencing from 200mm below ground level but not exceeding 1.5m deep.	M ³	60		
1.2	Ditto 1.5m to 3.0m deep.	M ³	20		
1.3	Provide, place and compact 200mm thick hardcore as shown on the drawings.	M ²	40		
1.4	Provide, place 50mm thick blinding 1:3:6 concrete mix on top of hardcore and compact.	M ²	40		
1.5	Provide, mix and place 250mm thick vibrated reinforced concrete 1:2:4 mix to floor slab. Allow for curing.	M ³	10		
1.6	Provide, mix and place 1:3 cement sand screed 20mm thick on top of floor slab. Allow for curing.	M ²	38		
1.7	Provide, place and joint 9’’x9’’x13’’ (250mm) thick dressed coral stone tank wall in 1:3 cement sand mortar as directed by the engineer.	M ²	37		
1.8	Provide, prepare and apply 1:3 cement sand plaster of 25mm thick to internal sides of tank wall. Allow for water proof cement and curing.	M ²	37		
				<i>SUB-TOTAL</i>	

Item No.	Description	Unit	Qty.	Rate	Amount (Kshs.)
	<i>Balance Brought Forward</i>				
1.9	Provide, prepare and apply 1:3 cement sand plaster of 20mm thick to external sides of tank wall. Allow for curing.	M ²	37		
	<u>Reinforcement</u>				
2.0	Provide and fix R8 reinforcement bars in horizontal mortar joint of tank wall as shown on drawing.	M	400		
2.1	Provide and fix Y10 reinforcement bars in concrete foundation of tank bottom as shown on drawings directed by engineer.	M	856		
2.2	Provide and fix Y10 reinforcement bars in concrete roof slab of the tank as shown on the drawing.	M	887		
2.3	Provide a ventilation/Breathers of 100mm diameter using G.I bends on the roof slab of the tank and fix gauge wire as diameter on site.	No	4		
2.4	Provide and fix all the piping system of inlet, outlet, washout and all other necessary fittings of the tank as directed on site.	Ls	1		
2.5	Provide materials for construction of valve chamber at inlet and outlet of tank.	No	2		

Item No.	Description	Unit	Qty.	Rate	Amount (Kshs.)
	<i>SUB-TOTAL</i>				
	<i>Balance Brought Forward</i>				
	<u>Sundries</u>				
2.6	Provide, mix and place reinforced concrete 1:2:4 to column as shown on the drawings. Allow for plastering. The column size to be 200 x 200mm.	No.	2		
2.7	Provide a manhole opening of size 600mm x 600mm on top of roof with a lockable cover.	No.	1		
2.8	Provide, erect and fix Y10 bar on the floor slab for the columns as shown on the drawings.	M	24		
	TOTAL				

BILL (C) – PROPOSED CONSTRUCTION OF CHAIN LINK FENCE 0.22KM

Item No.	Description	Unit	Qty.	Rate	Amount (Kshs.)
	<u>CHAIN LINK FENCE</u>				
	<u>ALL PROVISIONAL</u>				
A	Clear the site along the perimeter fence of all bushes, shrubs, grass, small trees etc including grabbing up their roots and cart away where necessary.	SM	100		
B	Dig up holes for pre-cast concrete fencing posts not exceeding 1000mm deep, 400mm diameter @ 3m c/c.	NO	74		
C	Provide and install concrete fencing posts 100mm x 130mm x 3050mm overall length reinforced with 4 Y10 with R6@ 200m c/c with concrete class 20.	NO	74		
D	Ditto but double struts spaced a pair after every 6 days.	NO	24		
E	Provide and fix 12mm diameter bolt washer and nuts to fasten the struts to main poles.	NO	24		
F	Fill into strength with mass concrete class 20 to secure concrete posts.	CM	28		
G	Supply and fix barbed wire 12 1/2-gauge x 3 strands galvanized as a fastener to engineer's specification.	Rolls	3		
H	Supply and fix 14-gauge plastic coated chain link to the engineer's specifications.	SM	528		
I	Supply and fix gauge 10 straining wire	Rolls	4		

BILL (D) – INSTALLATION OF SOLAR PUMPING SYSTEM

Item No.	Description	Unit	Qty.	Rate	Amount (Kshs.)
	Supply and install a solar pump for pumping water from 50m ³ Sump Tank to a 18m high 50m ³ water tower. Consider a 35m total head and 50,000 litres daily water requirement.				
1.	Grundfos or its equivalent PU4000-15pump c/w motor PS4000 4kVA DC pump control panel	No.	1		
2.	PV Disconnect switch 440v/40A	No.	1		
3.	Well-probe sensor	No.	1		
4.	85w 12V crystalline solar modules	No.	1		
5.	Solarworld dual core cable	No.	48		
6.	Surge Protector PS1800	M	30		
7.	4mm ² 4core submersible cable	No.	1		
8.	Cable joint (1.5mm-4mm)	M	30		
9.	Float switch	No.	2		
10.	Dayliff 1½” 3m pipe	No.	1		
11.	Dayliff 1½” adaptor set	No.	8		
12.	Solar support structure	No.	1		
13.	Installation materials	LS.	1		
14.	Installation Labour & Transport	LS.	1		
15.		LS.	1		
	TOTAL				

BILL (F) CONSTRUCTION OF SECURITY HOUSE AND 1DOOR VIP LATRINE					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SECURITY HOUSE AND 1NO 1 DOOR TOILET</u>				
	<u>SUBSTRUCTURES</u>				
	<u>Excavations</u>				
1	Clear site of all shrubs and undergrowth including grubbing up of roots and dispose off as directed.	Sm	17		
2	Excavate to remove vegetable top soil average 200mm deep and cart away	Sm	17		
3	Excavate trenches for strip foundation not exceeding 1.5metres for reduced level	Cm	23		
4	Extra over excavation from rock class 1 in any position	Cm	8		
	<u>Backfilling</u>				
5	Return, fill-in and rum selected excavated materials around foundations	Cm	9.5		
	<u>Disposal of excavated materials</u>				
6	Remove and cart away surplus excavated materials.	Cm	11.5		
	<u>Planking and Strutting</u>				
7	Allow for Planking and strutting to sides of all excavations including keeping excavations free from fallen materials	Items	1		
	<u>Disposal of water</u>				
8	Allow for keeping the whole of the excavations free from all water; include for draining or otherwise keeping all works free from water as necessary over the entire contract period	Items	1		

	SUB-TOTAL	
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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<i>Balance Brought Forward</i> <u>Hardcore Filling</u>				
9	Hardcore	ton	5		
10	Murram	ton	1.5		
11	1000g Damp proof membrane; 1200mm wide	LM	12.5		
12	Anti-termite treatment as termidor	ltrs	1		
	FOOTING				
13	Cement	bags	10		
14	Sand	ton	2		
15	Ballast	ton	3.5		
	SLAB				
16	Sawn timber as formwork; 6 x 1 "	ft	47		
17	Cement	bags	14		
18	Sand	ton	1.5		
19	Ballast	ton	2.7		
	SUB-TOTAL				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<i>Balance Brought Forward</i>				
	<u>RC SUPERSTRUCTURE - (CONTINUED)</u>				
20	Nails; 2" long	kgs	2		
21	A142 BRC mesh; 1.2m wide	Roll	0.25		
22	8mm dia. Rebars; 12m long	LM	145		
23	10mm dia. Rebars; 12 m long	LM	82		
24	Binding wire	kg	1		
25	Spacers; 50 x 50mm	No.	40		
	FOUNDATION WALL				
26	Masonry blocks; 390 x 190 x 190mm	No	272		
27	Cement	Bags	3		
28	Sand	tons	0.25		
29	25 x 3mm hoop iron	Roll	2.5		
30	Bituminous paint	ltrs	3.5		
	<u>WALLING</u>				
31	1000g Damp proof course; 150mm wide	Roll	1		
32	Masonry blocks; 390 x 190 x 190mm	No	723		
33	Cement	bags	8.5		
34	Sand	tons	0.5		
35	25 x 3 hoop iron	Roll	1		
36	Pair of permanent ventilation size 225 x 225 x 25mm	No	5		
	SUB-TOTAL				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<i>Balance Brought Forward</i>				
	<u>ROOFING</u>				
	<u>Capentry</u>				
37	28 Gauge IT5 box profilesheets of approved color size 915 x 3000mm	No	17		
38	320mm dia. Half round 2m long matching ridge cap	No	6		
39	200mm dia. Half round 2m long matching hip cover	No	1.5		
40	200 mm dia. Half round 2m long matching valley cover	No	1		
41	Roofing nails; 3"	kg	5		
	<u>The following Sawn celcured cypress timber:</u>				
42	4 x 3" rafters	ft	108		
43	3 x 2" joist	ft	40		
44	2 x 2" purlins	ft	86		
45	4 x 3" wall plate	ft	67		
46	Assorted nails	kg	4		
	<u>Painting and decorations</u>				
47	Aluminum wood primer	ltrs	1		
48	Crown vinyl to timber surfaces	ltrs	2		
49	Gloss oil paint to metal surfaces	ltrs	4		
	SUB-TOTAL				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<i>Balance Brought Forward</i>				
	<u>DOORS</u>				
	<u>Wooden doors complete with 100 x 50 x 3mm frame, size:</u>				
50	1200 x 2100mm <u>45mm thick timber door as solid core flush veneered both sides with first grade plywood lipped on all edges in approved hardwood as B.S 459 part 2;</u>	No	1		
51	900 x 2100mm <u>Wrot cypress or other equal and approved:</u>	No	2		
52	150 x 50mm door frame	ft	53		
53	45 x 38mm architrave	ft	53		
	<u>Iron mongery; supply and fix the follwing as "Assa Abloy" catalogue or other equal and approved</u>				
54	Two - lever door mortice locks with lever furniture REF 680-06-95 AS with martin handle	No	3		
55	300mm dia. D handle	No	2		
56	100mm pressed steel butt hinges	Prs	3		

57	Rubber door stopper complete with 38 mm rawl bolt	No	4		
SUB-TOTAL					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<i>Balance Brought Forward</i>				
	<u>Painting and decorations</u>				
	<u>DOORS</u>				
58	Aluminium wood primer	ltr	0.5		
59	Zinc rich primer onto metal surfaces	ltrs	1		
60	Polyurethane clear vanish onto timber surfaces	ltrs	1.5		
61	Gloss oil paint to metal surfaces	ltrs	1		
	<u>WINDOWS</u>				
62	200 x 25mm precast concrete window cill	Lm	8.2		
	<u>Wooden Windows complete with frames,transomes, mullions and including permanent ventilations, window overall size:</u>				
63	300 x 600mm	NO	2		
64	1200 x 900 mm	NO	2		
65	Burglar proofing grilles comprising of 25 x 6mm mild steel flat framing and 12mm dia. Horizontal and vertical round bars at 125mm centers;	SM	2.25		
	<u>Glazing</u>				
66	4 mm thick clear sheet glass in panes 0.5 -1.0 SM	SM	2.5		
	<u>Paintings and decorations</u>				
67	Zinc rich primer onto metal surfaces	Ltrs	2		
68	Aluminum wood primer onto timber surfaces	Ltrs	0.25		
69	Polyurethane clear vanish onto timber surfaces	Ltrs	0.5		

70	Gloss oil paint onto metal surfaces	Ltrs	3		
SUB-TOTAL					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<i>Balance Brought Forward</i>				
	<u>FINISHES</u>				
	WALLING				
71	Cement	bags	8.5		
72	Sand	tons	2		
	<u>Paintigs and decorations</u>				
73	C60 gypsum filler to plastered wall surfaces	kg	5.5		
74	Silk vinyl emulsion to plastered and rendered surfaces	Ltrs	5		
	FLOOR				
75	Cement	bags	3.5		
76	Sand	tons	1		
77	Red oxide	g	160		
78	75 x 25mm thick molded cornice	Lm	12		
79	2 x 2" sawn celcured cypress or other equal and approved brandering	ft	35		
80	4" long nails	KG	2		
81	3" long nails	kg	5		
82	1" long nails	kg	4		
83	12mm thick soft board ceiling board, size 8 x 4'	No	15		
	<u>Paintigs and decorations</u>				
84	Aluminum wood primer onto timber surfaces	Ltrs	3.5		
85	Polyurethane clear vanish onto timber surfaces	Ltrs	6.5		
SUB-TOTAL					

PRIME COST AND PROVISIONAL SUMS					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>PRIME COST AND PROVISIONAL SUMS</u> <u>PROVISIONAL SUMS</u> <u>-</u> <u>Electrical Installations</u>				
A	Provide a provisional sum of Kenya Shillings Ten Thousand (Kshs 10,000.00) only for all Electrical Installations.		LUMPSUM		
B	<u>Joinery Fittings</u> Provide a provisional sum of Kenya Shilling Six thousand (Kshs. 6,000.00) only for Joinery fittings.		LUMPSUM		
C	<u>Soak PIT</u> (2.4Metres Diameter by 4Metres deep - Masonry walling) Provide a provisional sum of Kenya Shilling Thirty two thousand (Kshs. 32,000.00) only for Soak Pit.		LUMPSUM		
-	SUB-TOTAL FOR PRIME COSTS & PROVISIONAL SUMS				

	GRAND SUMMARY CONSTRUCTION OF SECURITY HOUSE	
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General Summary

Item No	Description	Amount (KSh.)
	BILLS SUMMARY SHEET	
BILL(A)	FABRICATION AND INSTALLATION OF 15M HIGH 50M3 ELEVATED TANK	
BILL(B)	CONSTRUCTION OF 50M ³ SUMP TANK	
BILL(C)	CONSTRUCTION OF CHAINLINK FENCE, 0.22KM	
BILL(D)	INSTALLATION OF SOLAR PUMPING SYSTEM	
BILL(E)	CONSTRUCTION OF SECURITY HOUSE AND 1DOOR VIP LATRINES	
	GRAND TOTAL (Inclusive of VAT)	



CLIENT:
LAWO HYATER & SEWEARAGE CO. LTD.

PROJECT:
PROPOSED 800L BUMP PACE
SHAMBER PUMPING STATION

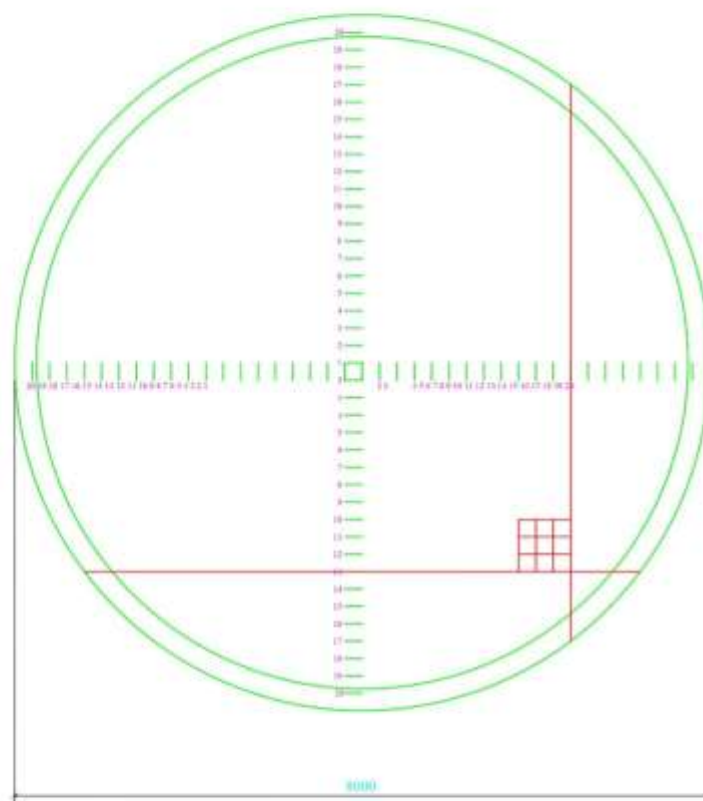
Checked by:
Mr. Jacob M. Chidipha

Reviewed by:
S. Eng. Mphah Lemu County: Paul K. Mwangi



Signed by M.D.
Mr. Vincent P. K. _____

TITLE: Structural Drying
Layout Plan
(Sheet 2 of 4)

DATE: AUGUST, 2020 DRG. No.
SCALE AS SHOWN
DESIGN BY: Eng. SAMUEL M. NJIROGE



PLAN OF BOTTOM SLAB Scale 1:50

BAR BENDING SCHEDULE					
BAR MARK	NO. IN EACH	LENGTH OF EACH (MM)	CUT LENGTH (MM)	TOTAL LENGTH (M)	SKETCH OF BENDS
1	2	3000	3000	60.0	 <p> 10' - 11mm and 12-20 1/2' Subsequent Bar </p>
2	4	3000.00	3239.99	131.2	
3	4	3000.00	3239.99	131.2	
4	4	3000.00	3239.99	131.2	
5	4	3000.00	3239.99	131.2	
6	4	3000.00	3239.99	131.2	
7	4	3000.00	3239.99	131.2	
8	4	3000.00	3239.99	131.2	
9	4	3000.00	3239.99	131.2	
10	4	3000.00	3239.99	131.2	
11	4	3000.00	3239.99	131.2	
12	4	3000.00	3239.99	131.2	
13	4	3000.00	3239.99	131.2	
14	4	3000.00	3239.99	131.2	
15	4	3000.00	3239.99	131.2	
16	4	3000.00	3239.99	131.2	
17	4	3000.00	3239.99	131.2	
18	4	3000.00	3239.99	131.2	
19	4	3000.00	3239.99	131.2	
20	4	3000.00	3239.99	131.2	

CLIENT

LAMU WATER & SEWERAGE CO. LTD

PROJECT

RECONSTRUCTED LAMU TOWN
SEWERAGE PLANT STATION

Checked by

Mr. Joseph M. Chiriga

Reviewed by

Mr. Joseph M. Chiriga

Signed by M.D.

Mr. Wamari P. K.

TITLE

Structural Drawing
Layout Plan

(Sheet 3 of 4)

DATE

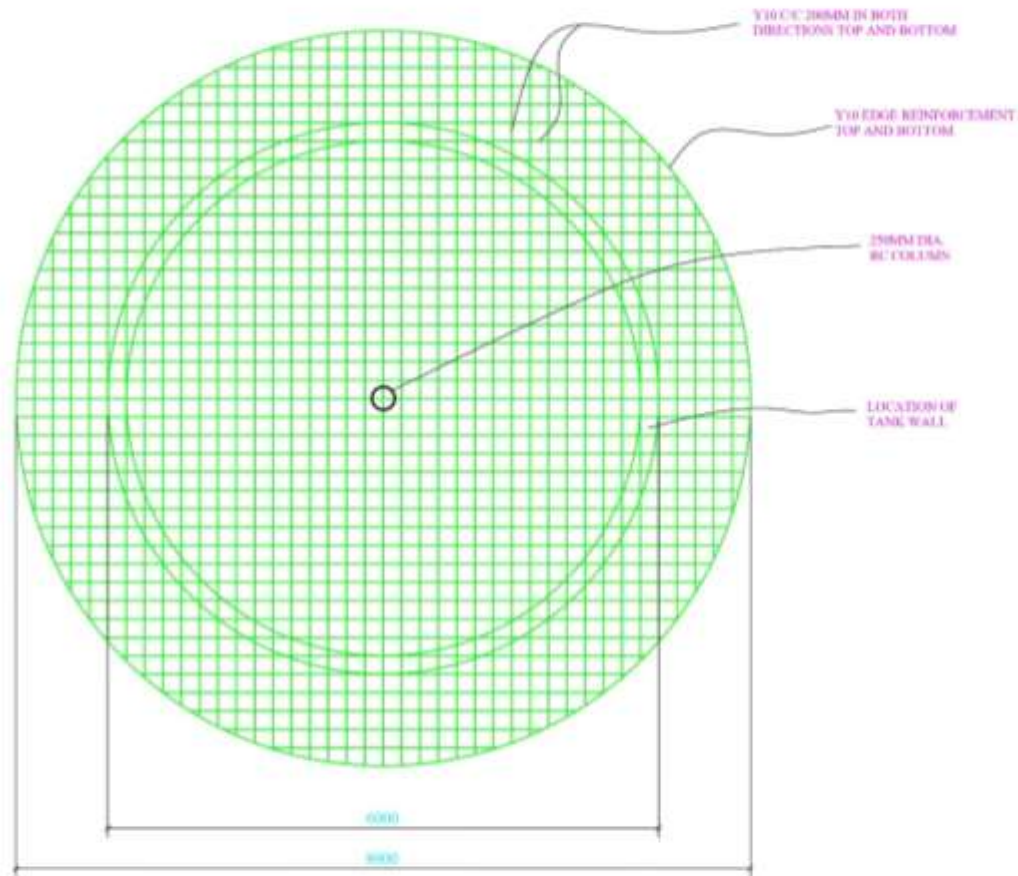
1 AUGUST, 2019

SCALE

AS SHOWN

DESIGN BY

Eng. SAMUEL M. KUDROCE



PLAN OF BOTTOM SLAB Scale 1:50

NOTES

1. All measurements in (MM) unless otherwise stated.
2. Reinforced concrete to be 1:2:4 mix by volume.
3. Water/cement ratio max reinforcement ratio 400mm.
4. Floor and roof slab shall be cast in continuous operations.
5. Surface of the concrete must be kept moist for 7days.
6. Shuttering for the roof slab to be adjusted so that at the centre it is 30mm above top level of the tank wall.
7. Supporters to remain in place for 28days after concrete has been cast.
8. No deviation or alteration shall be made from this drawing (PLAN) without client prior consent.
9. Contractor shall read and verify dimensions before starting any work.
10. This drawing should be read in conjunction with structural drawing.
11. Foundation depth to be determined on site.
12. Any discrepancy to be notified to the project consultant at once.

CLIENT:
LAMA WATER & SEWERAGE CO. LTD.

PROJECT:
REPAIR OF SOME SLURF TANKS
DINAMBO PUMPING STATION

Checked by:
Mr. Jacob M. Chidyele

Reviewed by:
T. Sept. Vitor, Lams County Paul N. Hany

Signed by M.D:
Mr. Vincent P. K.

TITLE: Structural Drawing
Layout Plan
(Sheet 4 of 4)

DATE: AUGUST, 2020 DBG. No.
SCALE: AS SHOWN
DESIGN BY: Eng. SAMUEL M. NIDROGE

Hinges



