

TENDER DOCUMENT

For Construction of 50m³ Elevated Pressed Steel Water Tank on a 9 m High Steel Tower at Balambala Town in Balambala Sub-County of Garissa County

Finder NO. FGI/001/04/2024 alist Girls Initiative Empower Girls, Save Community

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Empower Girls, Save Community

SECTION I: LETTER OF INVITATION

REF: PGI/001/04/2024 Dear Sir/Madam SUBJECT: TENDER FOR Construction of 50m3 Elevated Pressed Steel Water Tank on a 9 m High Steel Tower at Balambala Town in Balambala Sub-County of Garissa County

With regards to the above-mentioned subject invitation to tender, please find below the documents, which constitute the tender report.

- i. Letter of Invitation to tender
- ii. Tender Notice
- iii. Instructions to tender
- iv. Technical Specifications
- v. Pastoralist Girls Initiative (PGI) Terms and conditions
- vi. General conditions of contract
- vii. Standard forms
- viii. Pastoralist Girls Initiative Child Protection Policy

We look forward to receiving your tender **bid** as per the tender notice instructions.



Abdinoor Bashir Takal Procurement Officer

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TENDER NOTICE

Construction of 50m3 Elevated Pressed Steel Water Tank on a 9 m High Steel Tower at Balambala Town in Balambala Sub-County of Garissa County

Pastoralist Girls Initiative (PGI) is an indigenous, Garissa-based Non-Governmental Organization that was registered in 2008. PGI works to enhance the capacity of women and girls from ASAL communities to develop resilience, economic growth and adaptation to climate change. In doing so we work with a wide range of stakeholders interested in the EMPOWERMENT of women and girls from the pastoralist communities to achieve their potential and improve the quality of their lives as individuals and collectively that of the entire community. PGI works largely focuses on girls and women to develop their leadership skills and empower them to take lead in addressing challenges that affect their development including early marriages, female genital mutilation, and education amongst others. It supports women to initiate income-generating activities as well as develop resilient skills to cope with ever changing environmental factors. PGI's vision is: 'Empowered ASAL communities realizing their fullest potential and leading dignified human lives'. Its mission is: 'To promote sustainable development by enhancing the capacities of ASAL communities through integrated development approaches'. The strapline is enabling prosperous futures interest.

To access this tender document, tenderers shall download free of charge from Pastoralist Girls Initiative website; www.pastoralistgirls.org.

Tenderers must quote REF: PGI/001/04/2024 during the application.

Bid documents should be dropped at the PGI Garissa Office tender box at the reception. Tenders MUST be received not later than 10:00 a.m. Thursday 2nd May, 2024. Documents presented after the deadline will NOT be accepted. Tenders will be opened on Thursday 2nd May, 2024 at 10:30 a.m. at PGI Offices-National Bank Building, Garissa First floor. All bidders or their representatives are welcome to the opening of the tender.

Completed tender documents should be addressed to: -

Pastoralist Girls Initiative P.O. Box 457 – 70100, Garissa, Kenya.

For any inquiries please contact:

procurement@pastoralistgirls.org

SECTION II: INSTRUCTIONS TO TENDERERS

Checking

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

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

Queries during tendering

Any doubt or perceived ambiguity as to the meaning or intention of the tender documents, or any other question arising shall be communicated in writing to PGI before the tender is submitted. PGI will upon receipt of any such query, set out the intent and meaning of any part. Written copies of PGI's response including a description of the inquiry but without identifying its source, will be sent to all prospective tenderers who have been issued with the tender documents.

Amendment of tender documents

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

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

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

Empower Girls, Save Community

The works involves the following:

- i. Construction of 9 m steel tower.
- ii. Mounting of 50m³ pressed steel tank on the steel tower

a. General Requirements

These specifications describe the requirements for construction of a 50m³ elevated pressed steel tank on a 9m high tower at Balambala to increase access of safe water to the Balambala communities.

The site for the proposed works shall be Balambala village in Balambala ward, 0°02'04'S 39°03'44"E, about 130 km from Garissa town.

The tenderers MUST present information along with their offers as follows:

- (i) Shortest possible delivery period.
- (ii) Staff Information on proper representatives.
- (iii) Copy of certificate of Registration/Incorporation
- (iv) Copy of Valid tax compliance Certificate
- (v) Valid Business Permit
- (vi) Registration with National Construction Authority

- (vii) Proof of experience in carrying out the proposed works. Submit names/references of three (3) clients where similar services have been successfully implemented within the last two (2) years.
- (viii) Audited Accounts for the last two (2) years (2021 and 2022)
- (ix) Provide a detailed production to delivery work plan.
- (x) Submit a brief company profile indicating expertise in the works.
- (xi) Serialized Document
- (xii) 2% Bid Security of the Amount Quoted
- (xiii) Must fill the form of tender in the format provided.

The bidder should bear in mind that the work plan proposed should be reasonable simple, with minimum timeline provided. The contractor should be ready to work within those timelines and lack of delivery within the proposed work plan will attract a penalty or cancellation of the contract.

SECTION III: TECHNICAL SPECIFICATIONS

All materials used in the manufacturing and fabrication shall conform to BS EN 10025 S275. Steel tank and tower shall conform to the relevant British Standard Specifications. (BS EN 14015:2004 or any other relevant and approved)

Tank Panels

Tank p<mark>anels shall be</mark> available in 1000mm square modules and shall be hydraulically cold-pressed in one piece. Standard plates thickness will be 5mm.

Covers

Flat steel plates will be used with a pitch at the center and suitably supported to allow for external loads including installation/maintenance crew. A standard square manhole with hinged lockable cover and vent shall be provided.

Internal bracings and brackets

Internal bracings and brackets shall be provided to ensure the strength, rigidity and absolute uniformity of the tank.

Fasteners

All bolts used in the assembly of the pressed steel tank shall be of High Tensile Grade 8.8 for rigid holding. They should be Zinc coated to protect against rust forming.

All bolts to be mild steel and to have a tensile strength of not more than 432N/mm2 and a minimum elongation of 17%. All steel washers to be mild steel. Where applicable all high tensile nuts and washers to have a minimum tensile strength of 570N/mm2. Joint Materials

A non-toxic strip joining material shall be used between joints of tank plates, under the internal brackets and for sealing the cover plates to make all joints completely leak proof.

Surface Finish

The tank panels, covers, fasteners, internal bracings and brackets shall be supplied in a hot dip galvanized finish.

Leakage test shall be carried out immediately after completion of erection and any repairs shall be carried out immediately.

PROJECT HANDOVER:

The handover report should include but not limited to the following:

- i. Proof that all components are working and in good condition
- ii. Technical operation reports
- iii. Technical specifications and manuals for all components
- iv. Maintenance plans and schedules
- v. Existing warranties and guaranties.

SECTION IV: PASTORALIST GIRLS INITIATIVE TERMS AND CONDITIONS

Closing date and time for submission of tenders Thursday 2nd May, 2024 at 10:00 a.m

2. Submission of tenders

Tenders to be submitted to the tender Box in PGI Garissa Office with sealed envelopes marked by company stamp to the below physical address:

PASTORALIST GIRLS INITIATIVE OFFICE NATIONAL BANK BUILDING First Floor P.O. Box457 – 70100, Garissa, Kenya.

Contractors must quote **Ref: PGI/001/04/2024** in their applications and the Construction company name, telephone and email address at the back of the cover envelope.

3. Opening of Tenders

- i. Pastoralist Girls Initiative (PGI) will open all tenders in the presence of tenderers' representatives who choose to attend, on 2nd May, 2024 at 10:30 a.m. and in the location specified in the Invitation to Tender.
- ii. The tenderers' or their representatives are encouraged to attend and will be required to sign a register evidencing their attendance.
- iii. The tenderers' names, tender modifications or withdrawals, tender prices, discounts and such other details as PGI, at its discretion, may consider appropriate, will be announced at the opening.

4. Clarification of Tenders

- i. To assist in the examination, evaluation and comparison of tenders PGI may, at its discretion, ask the tenderer for clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- ii. Any effort by the tenderer to influence PGI in its tender evaluation, tender comparison or contract award decisions will result in the <u>Rejection</u> of the tenderers' tender.

5. Preliminary Examination

Prior to the technical evaluation, PGI will determine the substantial responsiveness of each tender to the tender documents. For purposes of this paragraph, a substantially responsive tender is one which conforms to all terms and conditions of tendering. PGI determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

The Preliminary Examination will check for the existence of the following mandatory documents:

- (i) Copy of certificate of Registration/Incorporation
- (ii) Copy of Valid tax compliance Certificate
- (iii) Valid Business Permit
- (iv) Registration with National Construction Authority
- (v) Proof of experience in carrying out the proposed works. Submit names/references of three (3) clients where similar services have been successfully implemented within the last two (2) years.
- (vi) Audited Accounts for the last two (2) years (2021 and 2022)

- (vii) Provide a detailed production to delivery work plan.
- (viii) Submit a brief company profile indicating expertise in the works.
- (ix) Must fill the form of tender in the format provided
- (x) Must serialize the document
- (xi) 2% Bid Security of the Amount Quoted

6. Language of offers

Tender should be received in the English Language

7. Period of validity of offers

This bid will be valid for a minimum of ninety (90) days from the date of tender submission.

8. Currency

The currency in this tender should be in Kenyan Shillings (Kshs)

9. Cost of Tendering

The contractor shall bear all costs associated with the preparation and submission of its tender, and PGI, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

10. Tender Form

a) The Tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the Tender documents, including the sample of goods to be supplied, a brief description of the goods and prices.

11. Tender Prices

The Tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price for the works under the contract. Prices must be inclusive of VAT and any other taxes.

12. Type of contract

The contract offer is for specific quantity as described in the Bill of Quantities.

13. Contents

The tender document comprises the documents listed below, and addenda issued in accordance with Instructions to contractors

- I. Letter of Invitation to tender
- II. Tender Notice
- III. Instructions to tender
- IV. PGI Terms and conditions
- V. General conditions of contract
- VI. Specifications and drawings
- VII. Tenderer's Relevant Experience
- VIII. Tender technical evaluation
- IX. Tender's Declaration

The Contractor is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the contractor's risk and may result in the rejection of its tender.

14. Tenderer's Memorandum

All tenders submitted shall (mandatory) include copies of the following documents: -

- (a) Copy of certificate of Registration/Incorporation
- (b) Copy of Valid tax compliance Certificate

- (c) Valid Business Permit
- (d) Registration with National Construction Authority
- (e) Proof of experience in carrying out the proposed works. Submit names/references of three (3) clients where similar services have been successfully implemented within the last two (2) years.
- (f) Audited Accounts for the last two (2) years (2021 and 2022)
- (g) Provide a detailed production to delivery work plan.
- (h) Submit a brief company profile indicating expertise in the works.
- (i) Must fill the form of tender in the format provided
- (j) Fully filled tender document and returned in its original form without missing pages.

15. Opening of tenders

All tenders will be opened on 2nd May 2024 at 10:30 a.m by PGI procurement committee and bidder or their representatives who choose to attend are welcomed to witness the opening at PGI Garissa Office. Thereafter PGI procurement committee will carry on the evaluation of the tender process.

16. Evaluation of tender

The PGI procurement committee will evaluate all bids based on specifications, references, capacity, capability, financial and experience factors. Bids will not be evaluated on price alone but also on administrative compliance in order to be qualified. PGI is not bound to accept the lowest bidder. The decision of the procurement committee will be final and the outcome of the tender process will be communicated via email.

17. Site Visit

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

18. Cancellation of the tender procedure

PGI Procurement committee has the liberty to cancel this process based on valid reasons and will state reasons for such actions.

19. Data Protection

PGI guarantees that all procurement activities are confidential and transparently documented for internal and donor audit purposes.

A. Ge	A. General				
1.1	Reference number of the Invitation to Tender (ITT)	PGI/001/04/2024			
1.2	Procuring Entity is	Pastoralist Girls Initiative(PGI)			
1.3	Name of the Project	Construction of 50m ³ Elevated Pressed Steel Water Tank on a 9 m High Steel Tower at Balambala in Balambala ward in Balambala Sub- County, Garissa County			
1.4	The components include the following:	i. Construction of 9 m steel tower.ii. Mounting of 50m3 pressed steel tank on the steel tower			

TENDER DATA SHEET

1.5	0.	use the electronic procurement system only to upload the tender documents on e bidders but the bidders MUST NOT submit their bids electronically.			
B. Te	endering Document				
2.1	The tenderers are highly advised to visit the site and acquaint themselves with the conditions on site before presenting their tenders. No claim for want of knowledge arising from failure to ascertain the site conditions will be entertained or allowed under any circumstances.				
2.2	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	Any questions in writing should reach the Procuring Entity not later than 26 th April, 2024			
C. Pr	reparation of Tenders				
3.1	Alternative Tenders "shall a	not be considered.			
3.2	Alternatives to the Time Sch	hedule shall not be permitted.			
3.3	The Tender document must	t be serialized			
3.4	Tenderers shall quote for the BoQ bills	e following components or services on a single-responsibility basis: As per the			
3.4	Place of destination:	Balambala village in Balambala Sub- County, Garissa County.			
3.5	The prices quoted by the Tenderer <i>shall not</i> be subject to adjustment during the Performance of the Contract.				
3.6		The Tenderer <i>is</i> required to quote in Kenya Currency the portion of the Tender price that corresponds to expenditures incurred in that currency.			
3.7	Tender validity period	90 days.			
3.8	Tender price adjustment	Not Applicable			
3.9	Bid Security	Bid Security of 2% of the Total Amount Shall be required			
3.10	Standstill Period	The Standstill Period is 5 Calendar Days after the date the Procuring Entity has transmitted to all Tenderers that submitted a Tender, the Notification of its Intention to Award the Contract to the successful Tenderer.			
3.11	Procurement-related Complaint Procedures	The procedures for making a Procurement-related Complaint are detailed in the "Notice of Intention to Award the Contract" herein and are also available from the PPRA website <u>info@ppra.go.ke</u> or <u>complaints@ppra.go.ke</u> . For the attention: Abdinoor Bashir Title/position: Procurement officer Procuring Entity: Pastoralist Girls Initiative (PGI) Email address: <u>procurement@pastoralistgirls.org</u> In summary, a Procurement-related Complaint may challenge any of the following: 1.the terms of the Tendering Documents; and 2.the Procuring Entity's decision to award the contract.			

SECTION V: GENERAL CONDITONS OF CONTRACT Definitions

In this Contract, the following terms shall be interpreted as indicated:

- i. "The Contract" means the agreement entered into between PGI and the contractor as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- ii. The term "The Contractor" means the individual or firm supplying the Goods under this Contract to PGI.
- iii. "The Contract Price" means the price payable to the Tenderer under the contract for the full and proper performance of its contractual obligations.
- iv. The Contractor's Bid is the completed bidding document submitted by the Contractor to PGI
- v. Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid
- vi. The Works are what the Contract requires the Contractor to construct, install, and hand over
- vii. "PGI" means the procuring organization who employs the Contractor to carry out the Works.

(a) Use of Contract Documents and Information

The Contractor shall not, without PGI's prior written consent, disclose the Contract, or any provision thereof, or any specification, or information furnished by or on behalf of PGI in connection therewith, to any person other than a person employed by PGI.

(b) Contractor in the performance of the Contract

The Contractor shall not, without PGI 's prior written consent, make public or advertise the fact that it is implementing the works for the PGI, nor shall contractor in any way whatsoever use the name and emblem of PGI.

(c) Inspection and Tests

PGI or its representative shall have the right to inspect and/or test the goods to confirm their conformity to the Contract specifications. PGI shall notify the Contractor in writing, in a timely manner, of the identity of any representatives retained for these purposes.

The inspections and tests may be conducted on the premises of the Contractor or its subcontractor (s), while work is in progress, at point of delivery and/or at the good's final destination. If conducted on the premises of the Contractor or its sub-contractor(s), all reasonable facilities and assistance, including access to production data, shall be furnished to the inspectors at no charge to PGI.

Should any inspected or tested works fail to conform to the specifications, PGI may reject the works, and the Contractor shall either replace the rejected materials or make good part of the works to meet specification requirements free of cost to PGI.

PGI 's right to inspect, test and, where necessary, reject the works and materials after delivery shall in no way be limited or waived by reason of the works having previously been inspected, tested, and passed by PGI or its representative prior to the goods' delivery.

Nothing in the paragraphs stated above shall in any way release the Contractor from any warranty or other obligations under this contract.

(d) Goods, Personnel and Equipment

The Contractor shall employ the key personnel and use correct to carry out the Work. If PGI or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed.

From the Starting Date until the Completion Date, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not PGI's risks are Contractor's risks.

The Contractor is required to procure goods from local manufacturers or approved local distributors. Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

(e) Contractor to Construct the Works

The Contractor shall construct and install the Works in accordance with the Specifications and Drawings. The Contractor shall be responsible for the safety of all activities on the Site.

The Works to Be Completed by the Intended Completion Date. The construction period shall be 11/2 months

(f) Correction of Errors

Tenders that are substantially responsive will be checked by PGI for any arithmetic errors in computation and summation.

PGI shall not undertake any correction of errors.

Bids found to contain arithmetic errors will be rejected.

(g) Award of Contract

The award of the Contract will be made to the tenderer whose tender has been determined to be substantially responsive to the tendering documents and who has offered the lowest evaluated tender price, provided that such tenderer has been determined to be eligible.

PGI 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.

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 email. At the same time the other tenderers shall be informed that their tenders have not been successful.

Contract price variations shall not be allowed.

The Contractor is expected to start works immediately after award of the Contract.

(h) Payment

The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

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

(i) Prices

Prices charged by the Contractor for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in General conditions of contract, vary from the prices by the Contractor in its Tender.

(j) Assignment

The Contractor shall not assign, transfer, sublet or subcontract in whole or in part, its obligations to perform under this Contract, except with PGI's prior written consent.

(k) Subcontracts

The Contractor shall notify PGI in writing of all subcontracts awarded under this Contract if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the Contractor from any liability or obligation under the Contract.

(I) Progress reports

Weekly and monthly progress reports shall be prepared by the Contractor and submitted to PGI. Each report shall include charts and detailed descriptions of progress, manufacturing and delivery details, tests, safety statistics, comparison of actual and planned progress photographs, etc.

Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

(m) Termination for Default

PGI may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, terminate this Contract in whole or in part.

- i. If the Contractor fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by PGI.
- ii. If the Contractor fails to perform any other obligation(s) under the Contract.
- iii. If the Contractor, in the judgment of PGI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event PGI terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, and the Contractor shall be liable to PGI for any excess costs for such similar Goods.

(n) Liquidated Damages

If the Contractor fails to deliver any or all of the goods within the period (s) specified in the contract, PGI shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 5% of the price of the undelivered goods up to a maximum deduction of 10% of the undelivered goods. After this the Contractor may consider termination of the contract.

(o) Resolution of Disputes

PGI and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, the provision of the arbitration Act of the Laws of Kenya shall apply.

(p) Language and Law

The Language of the contract and the law governing the contract shall be English language and the laws of Kenya respectively unless otherwise stated.

(q) Force Majeure

The Contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.



SECTION VI: STANDARD FORMS

Notes on the sample Forms

Tenders Relevant Experience- this form/table must be completed using the format provide to summarize the major relevant supplies/services carried out in the course of the past 3 years. The number of references provided must not be less than 4 companies.

Form of Tender - The Form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

Confidential Business Questionnaire Form -This form must be completed by the tenderer and submitted with the tender documents.

Contract Form -The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

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A. TENDERER'S RELEVANT EXPERIENCE

Tender reference PGI/ 001/04/2024

NGO/Company Name	Description of Contract	Total Contract Value	Dates	Contact Details in NGO/Co.	Related Services
				11	
		ra	SLO	rans	51
		Cirl	e Ir	itiotia	
		UII	5 11	matrix	
	Empower 2	Girls,	Save	Commun	ity

B. TENDERER'S DECLARATION

Form of Tender

Date: -----

Tender No. -----

PASTORALIST GIRLS INITIATIVE (PGI) P.O. Box 457, 70100, Garissa, Kenya.

In response to your invitation to tender for the above contract, we, the undersigned, hereby declare that:

1. Having examined and accepted in full the content of the dossier for invitation we hereby accept its provisions in their entirety, without reservations or restriction. We, the undersigned, offer to construct and complete the Works and remedy any defects in accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of Construction of 50m3 Elevated Pressed Steel Water Tank on a 9 m High Steel Tower at Balambala in Balambala ward in Balambala Sub-County, Garissa County for the sum of Kshs

) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender.

- 2. We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified.
- 4. We agree to abide by this tender for a period of 7 days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of the period.
- 5. Until a formal Contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 6. We understand that you are not a bound to accept the lowest or any TENDER you may receive.
- 7. We confirm that we are not engaged in any corrupt, fraudulent, collusive or collusive or coercive practices and acknowledge that if evidence contrary to this exists, PGI reserves the right to terminate the contract with immediate effect.
- 8. The code of conduct to which PGI expects all of its contractors to respect is as per the points listed below and we confirm that we adherer to this code.
 - Employment is freely chosen
 - The rights of staff to freedom of association and to collective bargaining are respected.
 - Working conditions are safe and hygienic
 - No exploitation of children is tolerated.
 - Wages paid are adequate to cover the cost of a reasonable living
 - Working hours are not excessive
 - No discrimination is practiced.
 - No harsh or inhumane treatment of staff is tolerated.
 - Environmental Standards are adhered to.

- 9. We affirm as a minimum, comply with all statutory and other legal requirements relating to environmental impacts of our business in: -
 - Waste management
 - Packaging and paper
 - Conservation
 - Energy use
 - Sustainability

Dated this	day of	20
(Signature) (In the capaci Duly authorized to sign ter		
Company Name:		
Title of Signatory:		
Email Address		
Tel. No		
Physical Address	Paste	oralist
Company Stamp:	Girls II	nitiative

C. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied 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.			
Plot No	Stree	et/Road	
Postal Address	Tel No	Mobile	
Email			
Natu <mark>re of Business,</mark>			
Registration Certificate No.			1.1
			104
Maximum value of business which	h you can handle o	at any one time – Kshs.	
Name of your bankers		UVI U	1100
Branch	ър. и т	Y	
	Tre	niti	ative
Ba	rt 2 (a) – Sole Propri	otor	
Your name in full			
Nationality	Country of	f origin	munitu
Part	2 (b) Partnership		
Given details of partners as fo			
	ationality	Citizenship Details	Shares

3.

4.	

Part 2 (c) – Registered Con	npany	
Private or Public		
State the nominal and issued capital of company-		
Nominal Kshs.		
Issued Kshs.		
Given details of all directors as follows		
Name Nationality	Citizenship Details	Shares

	1
	2
	3
	4
	5
D	DateSignature of Candidate

If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.



D. CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 ____ between The PGI (hereinafter called "the PGI) on the one part and [name of tenderer] of [city and County of tenderer] (hereinafter called "the tenderer") of the other part;

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 referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement :

- (a) Instructions to tender
- (b) Tender Form and the Price Schedule submitted by the tenderer
- (c) the Schedule of Requirements
- (d) the Technical Specifications
- (e) the General Conditions of Contract
- (f) the Special Conditions of contract; and
- (g) the PGI Notification of Award

In consideration of the payments to be made by PGI to the tenderer as hereinafter mentioned, the tender hereby covenants with the PGI to provide the goods and to remedy defects/mismatches/errors therein in conformity in all respects with the provisions of the Contract. PGI hereby covenants to pay the tenderer in consideration of the provisions of the goods 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 hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written. Signed, sealed, delivered by ______ the ______ (for the PGI) Signed, sealed, delivered by _______ the ______ (for the tenderer in the presence of _

(Amend accordingly if provided by Insurance Company)

E. LETTER OF NOTIFICATION OF AWARD

Pastoralist Girls Initiative

То:_____

RE: Tender No.

Tender Name

This is to notify you 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 14 days of the date of this letter.
- 3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.



ANNEXE 1

PASTORALIST GIRLS INITIATIVE SAFEGUARDING POLICY

Pastoralist Girls Initiative (PGI) is a Registered NGO in Kenya. Pastoralist Girls Initiative (PGI) works to have an empowered pastoralist community able to realize its fullest potential in order to lead a dignified life with a mission of promoting sustainable development by enhancing pastoralist capacities through integrated development approaches. PGI prioritizes five key thematic areas to address poverty, social injustice and underrepresentation in decision making by overcoming challenges of gender disparity in access to education and resources, advocating against retrogressive cultural belief, engage communities on climate changes mitigation and adaptation, strengthening quality health care systems, amplifying women, girl's and indigenous voices. PGI works with various donors, stakeholders, collaborators and service providers in order to realise its vision

VALUES, PRINCIPLES AND BELIEFS AIM: we aim to protect children's rights including adults at risk, partner staff and staff within an organization against all forms of abuse and violence within families, schools, institutions, and communities. We support the prevention of exploitation, harmful traditional practices, and violence against children in their family and community; protection of children living in risky situations in communities; and restoration of children who have been abused, neglected, or exploited. Pastoralist Girls Initiative Safeguarding Policy takes care to be culturally sensitive and legally sound. This policy covers all beneficiaries, staff, Volunteers, Board members, Visitors, Partners, Contractors and others affiliated with partners or contractors. Purpose of Policy: This policy details the standards Pastoralist Girls Initiative will operate by to prevent, monitor, report and respond to harm or abuse suspected or known of all beneficiaries and associates We are committed to creating an environment where potential risks are identified, considered and minimized and there are clear responsibilities and easily accessible processes and procedures to ensure this in all areas of our work. We will meet our commitment to safeguard and protect all people in the following key areas:

A. Awareness

B. Prevention C. Reporting

D. Responding

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ANNEXE 2

EVALUATION CRITERIA

a) Preliminary Bid Responsiveness Assessment (Mandatory Requirements)

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

No.	Completeness and Responsiveness Criteria	Requirement
1.	Valid Tax Compliance Certificate	- Copy of Valid Tax Compliance Certificate
2.	Registration with National Construction Authority	- Copy of Valid National Construction Authority (NCA)
3.	Certificate of Incorporation/Registratio	Copy of valid certificateIDs of the Directors
4.	Two (2) years Audited books of Accounts (2021 & 2022)	 Copies of Audited books of Accounts for the last Two years (2021& 2022)
5.	Bid Security	- Bid Security of 2% of the Total amount Quoted
6.	Proof of Experience	 Submit names/references of three (3) clients where similar services have been successfully implemented within the last two (2) years
7.	Work plan	- A detailed production-to-delivery work plan/ program
8.	Tender declaration	- Filled form of tender in the format provided
<u>(</u> 9.)		 Copy of Valid Business Permit Dully filled Business Questionnaires Declaration and Company Stamp

Responsiveness at preliminary stage shall qualify candidates to Technical Evaluation Stage.

b) Technical Responsiveness Evaluation

Tenders will be evaluated to ensure that they are substantially responsive to the technical specifications and contract conditions stated in the Tender Document. The determination of a tender's technical responsiveness will be based on the contents of the tender itself, subject to any clarifications received in the preliminary examination of Tenders. Items of this evaluation will be scored as below.

Item	DESCRIPTION	POINT Score
		(marks)
	EXPERIENCE.	Max 30
1		
	names/references of three (3) clients where similar services have been	20
	successfully implemented within the last two (2) years	

	Completion certificates attached. Attach practical completion certificate ONLY for past successfully delivered projects as evidence	10
2.	KEY PERSONNEL – Technical skill in terms of human resource. Attached CVs and certified copies of academic certificates detailing qualifications of key personnel who shall be involved in these assignments. The persons must be working with the organization or sign on undertaking to work with the firm by the time of submitting this tender throughout the job if awarded	Max 10
3	PLANT AND EQUIPMENT – (Edited as per requirement of the specific job – State the specific machinery required and how many as per the attached table)	Max 10
4.	WORK METHODOLOGY	Max 30
	Program of works logically applicable to this task _To be revised to reflect that the best proposal with respect to the duration how long the Contractor anticipate the job will take gets the most marks	
	Detail Methodology _ Logically articulated	10
	Attach Clear work plan/ schedule of works for execution of project	10
	Methodology on safety, environment and social safeguards	10
	TOTAL	MAX 80
	REMARKS	

NB: The pass mark for technical evaluation will be 70%. Tenders scoring above 70% will proceed to financial evaluation.

c) Financial Evaluation

The maximum number of points assigned to the financial proposal is allocated to the lowest price proposal. All other financial proposals receive points in inverse proportion. The suggested formula is as follows:

 $p = y (\mu/z),$

p = points for the financial proposal being evaluated,

y = maximum number of points for the financial proposal (here it is 20),

 $\mu =$ price of the lowest financial proposal,

z = price of the financial proposal being evaluated

PGI will award the contract to the tenderer whose tender is determined to be substantially responsive to the tender documents and who scored the highest score as per the formula below.

The Weights are as follows: -

Technical Proposal, T = 80% Bid Amount, B = 20%

		Bidder 1	Bidder 2	Bidder 3
	Points			
TECHNICAL PROPOSAL SCORE; (T) - (Prorated to 80%)	80			
BID AMOUNT; (B) - (20%)	20			
Total Points	100			
RANKING		1	2	3

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ADDITIONAL TENDERING FORMS

(The tenderer to strictly use the provided formats in providing information. The pages may be replicated where more than one is needed)

PERSONNEL FORM

Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract.

Position	Name	Years of experience (general)	Years of experience in proposed position
	D		1:4
	ras	stora	anst
	Cirl	e Init	intivo
	UIII	5 IIII	iative

EQUIPMENT FORM

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

Item	No.	Make	Model & Year	Owned/Hired	Present Location

WORK METHODOLOGY

- Method Statement
- Mobilization Schedule
- Construction Schedule
- Safety, Environmental & Social safeguards

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BILLS OF QUANTITIES

- 1. The prices and rates inserted in the Bills of Quantities are to be the full inclusive costs of the works described under the items, complete in place and in accordance with the Specifications and Drawings, including setting out of the works, including costs and expenses which may be required in and for the construction of the works described, together with any temporary works and installations which may be necessary and all general risks, liabilities and obligations set forth or implied in the Documents on which the Contract is based
- 2. The unit rates for the various items listed in the BOQ shall include, except insofar as it is otherwise provided under the Contract, all labor, construction equipment, materials, erection, maintenance, supervision, insurances etc. set forth or implied in the Contract. These are all deemed to include all allowances for waste or surplus of any kind, which are not subject to measurement
- 3. The rates to be indicated in the Bills of Quantities shall be inclusive of all applicable Government duties and taxes including Value Added Tax (VAT).



ITEM No.	DESCRIPTION	UNIT	QUANTITY	RATE (KShs)	AMOUNT (KShs)
	CONSTRUCTION OF 50m ³ SECTIONAL STEEL ELEVATED WATER TANK- BALAMBALA				
	The tank is located in Balambala village in Balambala Sub-County(0°02'04"S 39°03'44"E).				
	Site Clearance				
1	General clearance; removal of all bushes, grass and shrubs etc. haul distance n.e. 1km	m ²	50		
	Testing of the Works				
					-
2	Watertightness Testing, Cleansing,Sterilization and commissioning of 150 m ³ Elevated Tank	sum	stc	ora	list
_					
-	Earthworks	1.1	C 11	1119	HIVO-
3	Excavate to reduced levels in top soil for depth not exceeding 0.25m	m ³	Save	Com	nunity
4	Excavation for tank foundations in material other than rock, depth 0.25 - 5 m	m ³	80		
5	Compacted filling to foundations with improved material other than topsoil or rock	m ³	20		
6	Backfill, spread and level on site as directed or dispose of surplus material	m ³	60		
	Concrete works				

7	Tank reinforced concrete Class 25 foundation bases and stub columns complete with all reinforcement. Rate to include provision and placing of the concrete including formwork, shoring etc. (Allow for compliance to other foundation requirements as recommended by the manufacturer)	sum	1		
	Fittings and valves				
	Cost to allow for gaskets, nuts, washers, bolts, screws, cutting and threading on site e.t.c				
8	Supply and install DN 75 Flanged GS inlet pipework including ball float, with flanges to BS4504. The pipework to terminate at the tank inlet chamber	ang ang	15 5 1 C	ora	list
9	Supply and install DN 50 Flanged GS outlet pipework. The pipework to terminate at the outlet chamber	m	S 12	nitia	itive
- (<u> </u>	1	C	9	
10	Supply and install DN 50 Flanged GS scour pipework. The pipework to terminate at the outlet chamber	. S , (m	Dave 12	Com	munity
11	Supply and install DN 50 GS overflow with bellmouth and DN 50 Flanged GS drainage pipework including gate valve. The pipework to terminate at the overflow chamber.	sum	1		
12	Allow provisional sum for procurement and installation of valves and auxiliary items pipes and fittings	sum	1		

	Structural steel work				
13	Fabricate to BS449, and supply ex-works 10m high steel structure tower designed to take sectional steel tank 50 m ³ capacity when full of water. Tower to standard finish of 1 coat zinc chromate primer backed by 2 coats of aluminium paint.	nr	1		
14	Fabricate to BS1564, and supply ex-works pressed water steel tank 50m ³ capacity when full of water complete with roof cover, level indicator, access covers and vent. Tank to standard finish of 1 coat of primer and 2 coats of non-toxic bituminous paint. Rate to include branding as directed by the engineer	nr 25	1 StC)ra	list
15	Transport to site and erect the tank tower and assemble on the tower 50m ³ pressed steel tank complete with access ladders, walkway and handrailing, access cover and roof vent.	sum (S, (S 11 Save	nti a Com	itive nunity
16	Fabricate, supply ex-works 600 mm wide walkway with 1.2 m high railings. Walkway to standard finish 1 coat zinc chromate primer backed by 2 coats aluminium paint.	nr	1		
17	Fabricate, supply ex-works internal access ladder. Ladder to standard finish 1 coat primer and 2 coats non-toxic bituminous paint.	nr	1		

18	Fabricate, supply ex-works external access ladder with safety hoops. Ladders to standard finish 1 coat zinc chromate primer backed by 2 coats aluminium paint.	nr	1		
19	Supply to site and install a water level indicator	nr	1		
	Site Works				
	Supply materials and construct masonry chambers. Rate to				
	include for hardcore fill, boxing				
	out for manhole cover and fixing of 1No. MS manhole cover and				
	frame heavy duty 600x 450mm				
	with lockable cover				1 .
20	Overflow masonry collection chamber complete with cover depth n.e 2.0m	nr)ra	list
	Tank Outlet masonry chamber		а Т .		tina
21	complete as shown on the drawings with cover depth n.e 2.0m	nr	S 111	11112	uive
5	2.011	1	C	\sim	
C	Tank Inlet masonry chamber	S, (Dave	Com	munity
22	complete as shown on the	nr	1		
	drawings with cover depth n.e 2.0m				
	Total- Elevated steel tank				
	Balambala				

TECHNICAL EVALUATION CRITERIA

S/NO	Required Information	Maximum marks	Marks awarded
1	Europeianos, normas (nafanos estationes (2) aliante un barra similar		
1.	Experience- names/references of three (3) clients where similar	20	
	services have been successfully implemented within the last two (2)		
	years attached		
	 No of projects completed in the last two years 2 Defenses attach proof proferably INCO (NCO) 		
2	3 Referees attach proof preferably INGO/NGO	10	
2.	Experience- Completion certificates attached.	10	
3.	Key Personnel- CVs and certified copies of academic certificates	10	
	detailing qualifications of key personnel attached		
4.	Plant and Equipment -specific machinery required attached	10	
5.	Detail Methodology _ Logically articulated	10	
6.	Clear work plan/ schedule of works for execution of project	10	
	attached	10	1
7.	Methodology on safety, environment and social safeguards	10	
	Total score	80	
	Girls Initi	atıv	e
Č	remarks Empower Girls, Save Con	ımun	ily

FINANCIAL EVALUATION CRITERIA

	TENDER FINANCIAL	EVALUATION			
TENDER NO PGI/C	001/04/2024				
TENDER NAME: Construction of 50m3 Elevated Pressed Steel Water Tank on a 9 m High Steel Tower at Balambala in Balambala ward in Balambala Sub-County, Garissa County $p = y (\mu/z)$ p = points for the financial proposal being evaluated, y = maximum number of points for the financial proposal $\mu = price$ of the lowest financial proposal, z = price of the financial proposal being evaluated					
Financial proposal maxir	num points	20			
*The maximum number of points assigned to the financial proposal is allocated to the lowest price proposal					
S/NO.	FIRM NAME	BID AMOUNT	POINTS		
Pastoralist					
	UITIS	Initiati	ve		

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NON STAFF CODE OF CONDUCT

Pastoralist Girls Initiative is committed to achieving its mission of a just world that advances human rights rights and equality for women and girls.

Suppliers, contractors, vendors & consultants of PGI are considered trusted associates of the organisation. The actions and behaviour of suppliers, contractors, vendors & consultants (whether inside or outside of the PGI offices and environment) can positively impact PGI's ability to achieve its mission but can also undermine PGI's ability to achieve its mission and damage PGIs reputation.

As such, PGI expects all suppliers, contractors, vendors & consultants that it engages with to manage their work and behavior in a way that complies with this Code of Conduct ("**Code**").

This Code applies to all suppliers, contractors, vendors & consultants who are engaged by or on behalf of PGI.

The Code forms part of the contract that a supplier contractors, vendors or consultant enters into with PGI. A failure to adhere to the Code could result in that supplier contractors, vendors or consultant's engagement with PGI being terminated. In agreeing to this Code, suppliers, contractors, vendors & consultants confirm that they also hold their employees, subsidiaries, sub-contractors, consultants, and third parties that they engage accountable to the values and standards in this Code.

The code will include:

- Uphold the integrity and reputation of PGI by ensuring that professional and personal conduct is demonstrably consistent with PGI's values and standards.
- Conduct works and private life in a manner that avoids possible conflicts of interest with the work of PGI's
- Treat everyone with respect and dignity and challenge any form of harassment, discrimination, intimidation, exploitation or abuse.
- To not employ children (under 18).
- To not engage in slavery, forced labour, human trafficking, unfair working practices or inhumane working conditions.
- To create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, verbal or psychological harassment or abuse.
- To ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, ethnic background, sex, gender, sexual orientation, age religion or belief and political opinion.

- To immediately report any concerns or suspicions in relation to slavery, forced labour, human trafficking, unfair working practices or inhumane working conditions.
- To ensure the payment of fair wages in full and directly to the workers concerned.
- To fulfill their obligations under local law regarding social contributions & tax payments.
- To maintain full compliance with all laws and regulations applicable to their business.
- Promote human rights, protect the environment and oppose criminal or unethical activities.
- Be responsible for the use of information, equipment, money and resources to which I have access by reason of my association with PGI's
- To not engage in any form of bribery, both giving or receiving.
- To implement measures to prevent opportunities for fraudulent activities to be undertaken by its employees.
- To report any suspected or confirmed incident relating to bribery, fraud or nepotism at the earliest opportunity to PGI and will not withhold any relevant information for any investigation.
- To ensure the proper use of PGI's resources and prevent them from theft, fraud or other damage (where in their control).
- To develop, implement, and maintain processes appropriate to their products to remove the risk of introducing counterfeit parts and materials into deliverable products.
- To report any security or safety incidents occurring where working with, for or on behalf of PGI
- To report any actual, possible or potential conflict of interest and declare to relevant management or a contact within PGI if the supplier or consultant is party to any business relationship with any organisation or person with whom PGI does business if that relationship creates a potential conflict of interest to working with PGI.
- In the event of the assignment you will come into contact with important and sensitive organization data. All information pertaining to this project (documentary, audio, digital, cyber, project documents, etc) belonging to PGI, which you may come into contact with in the performance of your duties under this consultancy/contract shall remain the property of the PGI who shall have exclusive rights over their use. Except for purposes of this assignment, the information shall not be disclosed to the public nor used in whatever form without written permission of PGI

DRAWINGS

CUENT NOTES Participation - All dimensions are in mm unless charantes stated Participation - All dimensions are in mm unless charantes stated Participation - All dimensions are in mm unless charantes Participation - All dimensions are in mm unless charantes Participation - Construction converse shall be Cosse2/y20 Participation - Construction between the state charantee of the foundation Participation - Construction between the provided before catting of the foundation Participation - Foundation between the states Participation - Foundation between the statestates Part	PATEORM LAYOU
ed hall be 50xbar diameter satiting of the foundation to provided the provided the of High Tensile Grade the of dumhum paint after installation the of dumhum paint after installation	With the transformation of the transformati
TITLE: 50m3 Elevated Steel Water scale Drawing not to scale PGI100124	■ STEL_MEMBER_SIZES Note: Note: State S