



REQUEST FOR BIDS (RFB)

**Employer: European Committee for Training and Agriculture,
CEFA**

Country: West Pokot County, Kenya

Funded By

ITALIAN AGENCY FOR DEVELOPMENT COOPERATION (AICS)

**for
Procurement of Works**

**CONSTRUCTION OF VIP LATRINES IN SCHOOLS IN WEST POKOT
COUNTY, KENYA**

COMPETITIVE NEGOTIATED PROCEDURE

TENDER NO: GROW CEFA 2026 NP 02

Project Code: AID 012999/01/2

Posting Date: 5th September 2026

Submission Deadline: 21st September 2026 10:00 AM EAT

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SECTION 1: INVITATION FOR BIDS (IFB)

5th September 2026

Re: CONSTRUCTION OF VIP LATRINES IN SCHOOLS IN WEST POKOT COUNTY, KENYA. - REF: GROW CEFA 2026 NP 02

CEFA – European Committee for Training and Agriculture (*Comitato Europeo per la Formazione e l'Agricoltura*) is an Italian non-governmental organization (NGO) established in 1972. The organization currently operates in nine countries across Africa, Latin America, and Europe. In Kenya, CEFA has been implementing development programmes in several counties, including West Pokot County, with a focus on improving livelihoods, food security, water, sanitation and hygiene (WASH), and climate resilience.

The proposed construction of VIP latrines in selected schools in West Pokot County is part of the **Gender-Responsive Opportunities for Water Access, Livelihood Recovery and Climate Resilience for Vulnerable Communities in West Pokot County (GROW)** Project, funded by the **Italian Agency for Development Cooperation (AICS)**.

CEFA intends to apply portion of the funds to eligible payments under this contract, for which this Request for Bids is issued.

1. CEFA invites bids from eligible entities ("Bidders") for the **CONSTRUCTION OF VIP LATRINES IN SCHOOLS IN WEST POKOT COUNTY, KENYA. - REF: GROW CEFA 2026 NP 02.**

More details on the works and related services are provided in the **technical specifications, Bills of Quantities and drawings** in this Bidding Document.

2. This RFB is open to all eligible Bidders who wish to respond. Subject to restrictions noted in the Bidding Document, eligible entities may associate with other Bidders to enhance their capacity to successfully carry out the assignment.
3. Bidding will be conducted using the **Competitive Negotiated Procedure**, the evaluation procedure will include a review and verification of qualifications and past performance, including a reference check, prior to the contract award.
4. Bidders interested shall submit their Bids electronically by e-mail, giving full contact details of the Bidder, to the following point of contact.

Procurement Department - CEFA Kenya and Somalia

Oasis Business Park, Bohra Road- Westlands

P.O. Box 1498-00606 Sarit, Nairobi

E-mail address for submission of Bids:

procurement@cefakenya.com

5. Bids must be submitted by e-mail in the manner specified in section 2 (ITB) no later than **21/09/2026 at 10.00 a.m EAT**
6. Bidders should be aware that late bids will not be accepted under any circumstance and will not be opened or evaluated.
7. Please note that only electronic Bids submitted by e-mail **shall** be accepted.
8. There will be No MANDATORY site visit or Pre-Tender meeting. Interested and eligible bidders or their representatives are advised to visit the site on whichever day is suitable to familiarise with the site conditions. The Employer will provide a contact person on site upon request by the bidder.
9. Complete tender documents, instructions to bidders, BOQs, Drawings and specifications can be accessed in the following link

<https://drive.google.com/drive/u/1/folders/1wi0Hqai-dBibrDsYuuGyTWCmcwjUZI3K>

Yours sincerely,

Vincenzo Bevivino - CEFA Project Manager

SECTION 2 - INFORMATION TO THE BIDDER (ITB)

1. INTRODUCTION

1.1 Client for the assignment:

CEFA – European Committee for Training and Agriculture - Kenya and Somalia
 Oasis Business Park, Bohra Road- Westlands
 P.O. Box 1498-00606 Sarit, Nairobi
 Email: procurement@cefakenya.com

1.2 Title of the bid:

CONSTRUCTION OF VIP LATRINES IN SCHOOLS IN WEST POKOT COUNTY, KENYA

1.3 RFB Reference Number: TENDER NO: GROW CEFA 2026 NP 02

1.4 Construction duration and defect liability period

Item	Description	Duration
1	Construction of VIP Latrines in Schools	2 Months (8 weeks)
2	Defects Liability Period (DLP)	6 Months

1.5 Identification of LOTs

LOT-1 Works Consist of the following:

Item	Name of School	Number of Latrine Blocks
1	Kodich Catholic Primary School	• Construction of 1 block of 4 Door Boys Latrine; • Construction of 1 block of 4 Door Girls Latrine; • Construction of 1 block of 4 Door Mixed Latrine.
2	Cherangany Primary School	• Construction of 1 block of 4 Door Boys Latrine; • Construction of 1 block of 4 Door Girls Latrine.
3	Lokichar Primary School	• Construction of 1 block of 4 Door Boys Latrine; • Construction of 1 block of 4 Door Girls Latrine.
4	Napitiro Primary School	• Construction of 1 block of 4 Door Boys Latrine; • Construction of 1 block of 4 Door Girls Latrine.

LOT-2 Works Consist of the following:

Item	Name of School	Number of Latrine Blocks
1	St. Dorcas Primary School	• Construction of 1 block of 4 Door Mixed Latrine
2	Nangolesian Primary School	• Construction of 1 block of 4 Door Mixed Latrine
3	Kalodeke Primary School	• Construction of 1 block of 4 Door Boys Latrine; (Fully Lined) • Construction of 1 block of 4 Door Girls Latrine. (Fully Lined)
4	Katumkale Primary School	• Construction of 1 block of 4 Door Mixed Latrine
5	Kases Primary School	• Construction of 1 block of 4 Door Mixed Latrine

- 1.6 Bidders may submit a Bid for one (1) Lot or for both Lots. **Each Lot shall be applied and evaluated separately in accordance with the criteria set out in this RFB.**
- 1.7 As a general rule, a maximum of one (1) Lot will be awarded to one Bidder. Exceptionally, both Lots may be awarded to the same Bidder where CEFA is satisfied that the Bidder has demonstrated sufficient technical, managerial, personnel, equipment and financial capacity to implement both Lots simultaneously within the required completion period. Such capacity shall be assessed on the basis of the submitted methodology and workplan, the availability of adequate resources and separate implementation teams for each Lot, and the post-qualification/due-diligence verification conducted by CEFA prior to contract signature.
- 1.8 This Invitation to Bid (ITB) is open to legally constituted construction companies. The firm must be registered to do business in the Republic of Kenya.
- 1.9 The technical specifications for the requested works are specified in section 4 (technical specifications).
- 1.10 Bidding will be conducted using the Competitive Negotiated Procedure, the evaluation procedure for which is described in this Bidding Document.
- 1.11 CEFA will select a firm among those who submit bids, in accordance with the method of selection and criteria detailed in this RFB document.
- 1.12 The bidders are invited to submit a **Tender Form, declaration of honor on exclusion and selection criteria, Evidence of past experience and a completed BOQ as attached** in the standard forms provided within this RFB.
- 1.13 The bidder must familiarize themselves with local conditions and take them into account in preparing their bids.
- 1.14 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
- 1.15 There is no price charged for the preparation of these tender documents.
- 1.16 The deadline for submission of the bids is: **10.00 a.m EAT of 21/09/2026**

2. CLARIFICATION /MODIFICATION OF TENDER DOCUMENT, SITE VISIT, PRE-TENDER MEETING

- 2.1 CEFA has not organized a site visit or a pre-Tender meeting. The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 2.2 Bidders may request for clarification on this RFB. Request for clarifications should be sent via e-mail to the address procurement@cefakenya.com, no later than 5.00pm EAT of Monday, 14th September 2026. CEFA will publish the responses to all clarification requests by 5.00pm EAT of Wednesday, 16th September 2026 on the following link:

<https://drive.google.com/drive/u/1/folders/16Sc-RcC3n29yZvzquVbGk0NOiQALt28t>
- 2.3 At any time before the submission of bids, CEFA may for any reason, whether at his own initiative or in response to a clarification requested by interested bidders, amend the RFB. Any amendment shall be issued in writing through addenda. Addenda shall be sent by email to the requesting bidder and

published in the link indicated above and will be binding on them. CEFA may at his discretion extend the deadline for the submission of bids.

3. PREPARATION OF BID

- 3.1 The Bidder shall complete, sign and stamp the Bid Form and the appropriate Price Schedule furnished in the bidding documents.
- 3.2 The bid shall be written in **English language**.
- 3.3 In preparing the Bid, bidders are expected to examine the documents constituting this RFB in detail. Material deficiencies in providing the information requested may result in rejection of a bid.
- 3.4 The bid shall include the documents listed below, using the Standard Submission Forms attached in Section 3 where a form is prescribed.

(a) Mandatory documents. These are listed at Stage 1 of the Evaluation Criteria in Clause 9.10 below. Failure to submit any one of them results in rejection of the bid at Stage 1.

(b) Other documents forming the bid. The following are listed and assessed at Stage 2 (Technical Evaluation) and at the financial evaluation. They are not grounds for rejection at Stage 1, but a document that is not submitted cannot be scored.

- 3.5 Any information not reported in the required format **will not** be considered in the evaluation.

4. MANDATORY SUPPORTING DOCUMENT TO BE ATTACHED TO THE BIDS

- 4.1 The mandatory supporting documents for this RFB are those listed at Stage 1 of the Evaluation Criteria in Clause 9.10 below. Omission of ANY of them will result in rejection of the bid at Stage 1 of the evaluation.
- 4.2 Any document required only from the successful Bidder before signature of the Contract will be requested at that time and does not form part of the bid.

5. QUALIFICATION OF THE BIDDER

- 5.1 All bidders shall provide in accordance the Bidding Document, Qualification Information, description of the proposed work method statement and work schedule, including drawings and charts, as necessary.
- 5.2 To qualify for award of the Contract, bidders must be substantially responsive to the requirements of the **Evaluation Criteria** detailed in section 9 of this ITB.

6. PREPARATION OF BID PRICES

- 6.1 The Contract shall be for whole Works, based on the priced Bill of Quantities or priced Activity Schedule for lump sum contracts submitted by the Bidder. The type of contract will be unit price contract based on **measurements** in the Bill of Quantities
- 6.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities, the drawings and specifications. Items for which no rate or price is entered by the Bidder will not be paid for

by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities or Activity Schedule. The Bidder shall also fill in any applicable discounts.

- 6.3 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to any adjustment on any account.
- 6.4 The bidder shall include all duties, taxes, and other levies payable by the Contractor under the contract, or for any other cause. The bid price shall be deemed to include all the all duties, taxes, and other levies payable by the Contractor
- 6.5 The employer will deduct 3% from each installment payable to contractor as With Holding Tax and remit the same directly to KRA.
- 6.6 Bidders shall express the price of their services in **Kenya Shillings (KSh)**.
- 6.7 The Price rates must be all inclusive of all the costs envisioned by the Bidder.
- 6.8 The bidder shall submit as part of its bid a bid-securing declaration, as specified in the mandatory bid forms

7. SUBMISSION AND RECEIPT OF BIDS

- 7.1 The original bids shall be prepared in word, excel or PDF formats. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialized by the persons or person authorized to sign the bids.
- 7.2 Bids shall remain **valid for the period of 90 days after the date of bid submission**, during this time CEFA will endeavor to complete the process of contract award. A bid valid for a shorter period shall be rejected by CEFA as non-responsive. In exceptional circumstances, CEFA may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.
- 7.3 Bids shall be submitted electronically to the email address procurement@cefakenya.com, the following will be the procedure:
 - a) Email attaching the **PDF format or Zipped Folder** of the bid with a file name clearly identifying the title of the bid, lot and lot number for the bid
 - b) Subject line will bear the following **“RFB Number & Lot Number.”**
 - c) **All Submissions / attachments submitted through mail must be password protected. Passwords must not be included in the submission email or in the attachments themselves.**
 - d) Bids submitted without password protection or Bids with passwords included in submissions, will be rejected and will not be evaluated.
 - e) **Release of passwords**

- a. Bidders must send the password for the bids to procurement@cefakenya.com from 10:00 to 11:00 a.m. East Africa Time on Monday, 21 September 2026, being one (1) hour after the deadline for submission.
 - b. Bidders who do not send the password for the Bid from 10:00 to 11:00 a.m. East Africa Time on Monday, 21 September 2026 will be recorded as non-responsive and the proposal will not be evaluated
- 7.4 The completed Bids must be submitted by email on or before the time and date stated in the invitation letter. **Any bid received after the closing time and date for submission of bids shall be rejected.**
- 7.5 **Bidders applying for both Lots may submit a single Bid package.** Documents relating to the Bidder's eligibility, qualifications and past experience may be submitted once. However, the Bid must clearly identify the Lot(s) applied for and shall include a separate priced BOQ for each Lot. Where a Bidder applies for both Lots, the methodology, workplan, personnel and equipment proposed shall clearly indicate the resources available and their allocation to each Lot.

8. OPENING OF BIDS

- 8.1 CEFA will open all bids on 21st September 2026 at 11.00 a.m EAT. The minutes of the opening shall be recorded

9. EVALUATION OF BID

- 9.1 An evaluation committee appointed by CEFA shall evaluate the bids on the basis of their responsiveness to the RFB.
- 9.2 CEFA reserves the right to ask a tenderer to clarify any part of the offer that the evaluation committee may consider necessary for the evaluation of the offer. Such requests and the responses to them must be made in writing. The evaluation committee may in no circumstances alter or try to change the price or content of the tender. CEFA reserves the right to check information submitted by the tenderer if the evaluation committee considers it necessary.
- 9.3 CEFA will conduct an administrative Review. This review is conducted to determine that the Bid is complete, all required documents comprising the tender are included, all **forms and all the mandatory documents** are included and are completed. The Bidder may be requested to submit additional information or documentation within a reasonable period of time and/or to correct non material non-conformities in the Bid related to documentation requirements. Determinations made during this review include:
 - 9.3.1 Determine if the Bid is signed and marked as per the requirements
 - 9.3.2 Determine eligibility of Bidder;
 - 9.3.3 Determine if all required forms and documents are included and completed.
- 9.4 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid is substantially responsive to the requirements of the bidding. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope,

quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

9.4.1 Technical Review for Responsiveness Determination:

- A. Documents Comprising Technical portions of Bid. The Bidder shall furnish a technical offer including a statement of work methods, equipment, personnel, Work schedule, and other information as stipulated in Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidder's Bid to meet the work requirements and the completion time.
- B. Assessment of Adequacy of Technical portions of Bid. Review of the Bidder's technical offer will include an assessment of the Bidder's technical method and approach to mobilize key equipment and personnel for the Contract.

9.5 The evaluation criteria to determine the winning Bid shall be the Criteria Provided in Stage 4 (Aggerated Scores) of section 9.10 (Evaluation Criteria) below.

- a) Provided that the bid is substantially responsive, the tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, revision, adjustment or amendment in any way by any person entity.

9.6 CEFA may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

9.7 If a bid is not substantially responsive, it will be rejected by CEFA and may not subsequently be made responsive by the Bidder by correction of the nonconformity

9.8 From the time of bid opening to the time of contract award, if any bidder wishes to contact CEFA on any matter related to the bid, it should do so in writing.

9.9 Any effort by a Bidder to influence CEFA in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

9.10 EVALUATION CRITERIA

The tenders submitted by tenderers shall be evaluated in the following four (4) stages:

Stage 1: Preliminary Bid Responsiveness Assessment

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 basis, and bidders are expected to show evidence of ALL required items so as to proceed to the next stage of evaluation.

Stage 1: Preliminary Bid Responsiveness Assessment (Mandatory Requirements)	Yes/No
Submission Requirements: Eligibility and Statutory Documents	

Failure to submit ANY of the following results in rejection of the bid. • Certificate of Incorporation, duly certified by a Commissioner for Oaths whose full name, official stamp, signature and address are clearly visible. The business must have been in existence for at least two (2) years, that is, incorporated on or before August 2024 • Valid Tax Compliance Certificate. Its validity will be checked on the KRA portal • Valid Single Business Permit • NCA Registration Certificate (must be NCA-6 or higher) for Building Works • Valid NCA Annual Practising Licence for Building Works (must be NCA-6 or higher) • Copies of the audited company statements of account for the previous two (2) years (2024 and 2025), certified by the auditor • Signed and stamped Tender Form (Bidding Form No. 1 in Section 3) • Declaration of Honour on Exclusion and Selection Criteria (Bidding Form No. 2 in Section 3) • Bid-Securing Declaration (Bidding Form No. 3 in Section 3) • Disclosure of business ownership (Directors, Partners or Sole Proprietor). Attach certified CR12 Form	
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Bidders who will not show evidence of ALL mandatory documents required will be disqualified from the next stage of evaluation.

Stage 2: Technical Evaluation Stage

Bid 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.

The technical evaluation is weighted out of 100 points with a pass mark of 70 points. Any bidder scoring 70 points and above in the technical evaluation will be considered for financial evaluation stage. Any bidder scoring below 70 Points in the Technical Evaluation will be disqualified from further evaluation.

1. Contractor's Experience (Max-35)

1.1. Value of Works handled in the last five Years (Max -10)

Scoring Criteria	
Cumulative Value of ALL Completed Construction Contracts Undertaken in the Last Five Years	Maximum Points
Below KSH 5,000,000	0
KSH 5,000,000 or above and below KSH 10,000,000	2
KSH 10,000,000 or above and below KSH 15,000,000	4
KSH 15,000,000 or above and below KSH 25,000,000	6
KSH 25,000,000 or above and below KSH 30,000,000	8
KSH 30,000,000 or above	10

NOTE: Score for value of works will be awarded based on **submitted completion certificates** for past works.

Bidders are required to provide the contracts or contract sections showing the scope of works and the contract value. For the purpose of this criterion the cumulative value shall be calculated from ALL completed construction contracts undertaken by the Bidder as prime contractor in the last five years, whether or not those contracts related to VIP latrines. Only contracts supported by acceptable completion evidence shall be counted. Where a contract is denominated in a currency other than Kenya Shillings, it shall be converted at the exchange rate ruling on the date of the completion certificate.

1.2. Works of Similar Nature and Complexity (Max-20)

Scoring Criteria	
Requirements	Maximum Points
Experience as prime contractor in the construction of completed VIP latrine units during the five years preceding the bid submission deadline. Scoring under this sub-criterion is based on the NUMBER OF COMPLETED CONTRACTS for the construction of VIP latrines. A contract that included the construction of one or more VIP latrine blocks shall count as one (1) eligible contract, regardless of the number of blocks, doors or stances constructed under it. Three (3) points shall be awarded for each eligible completed VIP latrine contract, up to a maximum of fifteen (15) points, as follows: five (5) or more contracts = 15 points; four (4) contracts = 12 points; three (3) contracts = 9 points; two (2) contracts = 6 points; one (1) contract = 3 points; no contract = 0 points. No fractional or decimal points shall be awarded. A contract counted under this sub-criterion shall NOT be counted again under the sub-criterion below for completed building construction, rehabilitation or renovation contracts. Each contract may be counted once only within this Criterion 1.2. Only contracts that can be reasonably verified through completion certificates, certificates of acceptance, client reference letters, final Bills of Quantities, or other documentation confirming the completed works shall be counted. Contracts, Local Purchase Orders or award letters alone shall not be accepted as evidence of completion.	15
Experience as prime contractor in completed building construction, rehabilitation or renovation contracts during the five years preceding the bid submission deadline. 2.5 points shall be awarded for each completed contract, up to a maximum of five (5) points. For the avoidance of doubt, a contract that has already been counted under the VIP latrine sub-criterion above shall NOT be counted again under this sub-criterion. Only building construction, rehabilitation or renovation contracts that did not include VIP latrine works, or that were not already counted above, are eligible for these five (5) points.	5

NOTE: Score will be awarded for completed projects based on attached Completion Certificates for past works.

1.3. Previous experience in West Pokot in the last five Years (Max 2)

Scoring Criteria	Maximum Points
Having completed construction projects involving latrines in West Pokot County in the last five years (experience in West Pokot in at least 1 project will be awarded two (2) points; no experience in West Pokot will be awarded 0 points).	2

1.4. Previous experience in construction for international NGOs (Max 3)

Scoring Criteria	Maximum Points
Having completed construction projects for international NGOs (at least 1 contract delivered with an international NGO will be awarded 3 points; no experience with INGO will be awarded 0 points).	3

2. Contractor Equipment for the works (Max-25)

Scoring Criteria				
Item	Requirements	Maximum Points	Proof of Ownership, Logbooks or Lease Agreements	No Documents Provided
1.	Transport Trucks (Lorry) – one (1) unit	5	5	0
2.	Pick-up Truck – One (1) unit	5	5	0
3.	Concrete mixer- one (1) unit	5	5	0
4.	Concrete poker vibrator, N.D. 40-90 mm - one (1) unit	5	5	0
5	Jack Hammer Drill - One (1) unit (Provide receipts or proof of purchase)	3	3	0
6	Dewatering Pump (1 unit) (Provide receipts or proof of purchase)	2	2	0
	Total	25	25	0

NOTE: Score for Equipment will be awarded based on submitted Logbooks (in the name of the Bidder or Owner in the CR12 provided) or Lease agreement between the Bidder and Leaser.

3. Contractors Key Staff – Experience (Max-10)

Bidder must attach, for each proposed member of key staff, a detailed Curriculum Vitae (CV) AND the supporting academic and professional registration certificates (Degree, Diploma, EBK/IET or NCA registration, as applicable).

Minimum key staff team. The Bidder shall propose as a minimum one (1) Site Agent (Engineer) and one (1) Site Foreman. A Bidder that does not propose both of these positions, each supported by a CV and the required certificates, shall score zero (0) under this criterion. A second (2nd) Site Foreman is not mandatory; where proposed and fully supported, the second Foreman attracts the additional points shown in the table below.

How marks are awarded. The academic and professional certificates are a qualification gate, and the CV is the basis of scoring:

- (i) Where the required certificates for a position are NOT attached, that position scores zero (0), even if a CV is submitted.
- (ii) Where the certificates are attached but NO CV is submitted for that position, the position scores zero (0), because years of experience cannot be verified.
- (iii) Where both the certificates and the CV are submitted, points shall be awarded solely on the number of years of relevant experience evidenced in the CV, in accordance with the bands in the table below.
- (iv) Only one (1) person may be proposed per position. Where more than one CV is submitted for the same position, only the first CV presented shall be assessed.

Personnel Experience & Qualification (Attach CVs)	Criteria		Score
a) Site Agent (Engineer) – MANDATORY Academic Certificates (Minimum Bsc. Civil Eng. or Equivalent) from recognized university.	<i>Experience in similar role in construction works:</i>	6 years and above	6
		4 to 5 years	5
		2 to 3 years	3

EBK, IET or Equivalent Registration Certificate (Min. Graduate Engineer with Good Standing)		Less than 2 years	0
b) Site Foreman-1 (Civil Works) – MANDATORY Academic Certificates (Minimum Diploma in. Civil Eng. or Equivalent) from recognized institution. Certificate of Registration with the relevant professional body (NCA).	<i>Experience in similar role in construction works:</i>	2 years and above	2
		Less than 2 years	0
c) Site Foreman-2 (Civil Works) – ADDITIONAL Academic Certificates (Minimum Higher National Diploma in. Civil Eng. or Equivalent) from recognized institution. Certificate of Registration with the relevant professional body (NCA).	<i>Experience in similar role in construction works:</i>	2 years and above	2
		Less than 2 years	0

4. Works Plan and Method Statement (Max-30)

Scoring Criteria		
Item	Description	Maximum Points
1	Detailed Schedule of works (work plan) as described in section 4-(A), Section -5 and Section-6 this bid document covering all items in the scope of works including Defects Liability Period (DLP) and within the performance period as specified in the bid documents. 5 points for submission of detailed workplan covering all tasks of the assignment. Complete workplan covering all key activities, sites, deliverables and responsibilities of Key Staff in Each Task 2 points submission of Workplan generally complete but with minor omissions). 0 points for submission of Incomplete, generic or non-submission of workplan	5
2	<u>Detailed Method Statement</u> Detailed Method Statement covering all items in the scope of works including but not limited to Mobilization, works execution methodology for each item of works including during DLP Period. Points will be awarded as follows: - Mobilization (2 Point): To included detailed description of how the contractor will mobilize to site covering Mobilization of labour, equipment materials, storage and site establishment including sanitation and Security arrangements on sites. - Setting Out of Works (2 Point): To include confirmation of sites, excavation limits, required equipment and key staff responsible. - Earthworks (3 Points): To include excavation methodologies, equipment to employ, key staff responsible. - Concrete Works (3 Points): To include all aspects of concrete works (Form works, steel works, mixing, placing, curing and Quality Control). - Superstructure works (3 Points): To include Masonry, Roofing and Finishing Works (Stone masonry works, timber and roofing works, finishing, rainwater harvesting) and key staff responsible. - Defects Liability Period (2 Point): To include key tasks during the DLP, Inspections and key staff responsible.	15

	Scoring Criteria	
	0 points will be awarded to any missing or incomplete items of the above.	
3	<u>Detailed Project Site management</u> 3 Points for Submission of a detailed site management plan demonstrating the bidder's proposed organizational structure, key personnel, supervision arrangements, communication procedures, resource allocation, and site coordination mechanisms for effective project implementation. 1 point submission of site management plan which is generally complete but with minor omissions). 0 Points for submission of generic site management plan.	3
4	<u>Health and Safety management</u> 2 Points for submission of practical, site-specific safety measures with clear implementation procedures compliant with the Occupational Safety and Health Act (OSHA) of Kenya 0 Points for submission of generic or incomplete or non submission Health and Safety management	2
5	<u>Environmental Management</u> 2 Points for submission detailed environmental management plan covering all aspects of the construction works addressing all key construction impacts of the projects in compliance with NEMA environmental requirements. (To include Proper disposal of excavated spoil and construction waste, prevention of soil erosion, etc) 0 Points for submission of generic or incomplete or non submission of Environmental Management.	2
6	<u>Quality Management</u> 3 points for submission of a comprehensive Quality Assurance/ Quality Control Plan (QA/QC) covering with inspections and testing for works and materials, Workmanship, documentation, and continuous quality improvement. 1 point submission of QA/QC plan. which is generally complete but with minor omissions). 0 Points for submission of generic or incomplete or non submission of QA/QC plan.	3
	Total	30

NOTES on Works Plan and Method Statement

Scores will be awarded based on the adequacy of the submitted documents in reference to the scope and works requirements.

Technical Evaluation Summary

Scoring Criteria		
Item	Requirements	Maximum Possible Points
1.	Contractors Experience	35
2.	Contractor Equipment for the works	25
3.	Contractors Key Staff – Experience	10
4.	Works Plan and Method Statement	30
Total		100

Stage 3: Financial Evaluation Stage

After Technical Evaluation, Bidders who Qualify for Financial Evaluation will be subjected to financial Evaluation. The Financial Score for each bidder will be determined using the formular below:

- $Sf = 100 \times FM/F$ (Where FM = Lowest Bid and F = Bid amount for the other bidders who qualified for financial Evaluation)

Aggregated score of the financial and technical will be computed and the most competitive bidder selected.

Stage 4: Aggerated Scores

During the aggregated score evaluation, the Technical Score will be weighted at 30% and the Financial Score will be Weighted at 70%.

Aggregated score of the technical and financial evaluation will be computed and the most competitive bidder selected for award.

10. AWARD OF CONTRACT

- 10.1 Since there will be **no pre-qualification**, CEFA may conduct a proper a **due diligence check (post-Qualification)** determine to its satisfaction whether the highest ranked is qualified to perform the contract satisfactorily
- 10.2 The determination will take into account the Bidder's financial, technical, personnel and equipment capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, any other information as requested by CEFA and a **physical visit to the premises of the bidders** to verify the information supplied by the bidder.
- 10.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event CEFA will proceed to the next Most Competitive Bidder (based on aggregated technical and financial score), to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 10.4 CEFA reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.

- 10.5 Prior to the expiration of the period of Bid validity, CEFA shall send the Notice of Intent to Award to the successful Bidder. The Notice of Intent to Award shall include a statement that CEFA shall issue a formal Notification of Award and draft Contract Agreement after expiration of the period for filing a Bid Protest and the resolution of any Bid challenges that are submitted. Delivery of the Notice of Intent to Award shall not constitute the formation of a contract between CEFA and the successful Bidder and no legal or equitable rights will be created through the delivery of the Notice of Intent to Award.
- 10.6 At the same time, it issues the Notice of Intent to Award, CEFA shall also notify, in writing, all other Bidders of the results of the bidding. CEFA shall promptly respond in writing to any unsuccessful Bidder who, after receiving notification of the bidding results, makes a written request for a debriefing, or submits a formal Protest.
- 1.1. Bidders may protest the results of procurement only according to the rules established.
- 10.7 Upon expiration of the period for timely filing and the resolution of any Bid protests (and appeals, as applicable) and prior to the expiration of the period of bid validity, CEFA will notify the successful Bidder in writing that its bid has been accepted.
- 10.8 CEFA will send the Bidder the Contract Form, incorporating all agreements between the parties.
- 10.9 Within fourteen (14) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the CEFA.
- 10.10 Failure of the successful Bidder to comply with the requirements, CEFA shall constitute sufficient grounds for the annulment of the award, in which event CEFA may make the award to the next most competitive Bidder or call for new bids.
- 10.11 No performance security or performance bond shall be required from the successful Bidder. Security for the due performance of the Contract shall be provided through the ten per cent (10%) retention deducted from each certified payment, as set out in Section 4, Clause 14 (Payments).

11. PROHIBITED PRACTICES

- 11.1 The Project requires that all beneficiaries of this Funding, including CEFA and any applicants, bidders, suppliers, contractors, subcontractors, consultants, and sub-consultants, observe the highest standards of ethics during the procurement and execution of such contracts. For the purposes of these provisions, the terms set forth below are defined as follows, and sometimes referred to collectively in this document as "Fraud and Corruption":
- a) coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to improperly influence the actions of that or another party;
 - b) collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;
 - c) corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;

- d) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;
 - e) "obstruction practice" is (i) deliberate destroying, falsifying, altering or concealing evidence that may be material to an investigation by the Project or making false statements to investigators in order to materially impede an investigation by the Project ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by the Project or from pursuing such an investigation; and/or (iii) the commission of any act intended to materially impede the exercise of the Project's contractual rights of audit, inspection and access to information.
- 11.3 CEFA will reject a Bid (and the Project will deny approval of a proposed Contract award) if it determines that the Bidder recommended for award has, directly or through an agent, engaged in any of the prohibited practices in competing for the Contract.
- 11.4 The Project and CEFA have the right to sanction a Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if at any time either The Project and/or CEFA determines that the Supplier has, directly or through an agent, engaged in prohibited practices in competing for, or in executing, such a contract.
- 11.5 The Project and CEFA have the right to require that a provision be included in the Contract requiring the selected Supplier to permit CEFA, the Project, or any designee of the Project, to inspect the Supplier's or any Subcontractor's accounts, records and other documents relating to the preparation and submission of the Bid or performance of the Contract and to have such accounts, records and other documents audited by auditors appointed by the Project or by CEFA with the approval of the Project.

12. SEXUAL HARASSMENT, SEXUAL EXPLOITATION AND ABUSE

- 12.1 The Project seeks to ensure a safe working environment free of harassment, including sexual harassment, and free of sexual exploitation and abuse (SEA) in its activities and operations. procurement process. The Contractor shall prohibit sexual harassment behaviors directed at project beneficiaries, Employer employees or Employer consultants.

13. ELIGIBLE BIDDERS AND GOODS

- 13.1 This Invitation for Bids is opened to all suppliers from eligible source countries except as provided hereinafter.
- 13.2 Bidders are expected to bid independently. Joint ventures, consortia and subcontracting are permitted only where CEFA has given its prior written authorisation. A Bidder wishing to bid as a joint venture or consortium, or to subcontract any part of the Works, shall request that authorisation in writing before the deadline for submission of bids and shall state the identity of each proposed member or subcontractor and the part of the Works concerned. Any bid submitted as a joint venture or consortium, or proposing subcontracting, without that prior written authorisation shall be rejected.
- 13.3 Bidders shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified

- 13.4 A Bidder or Supplier, all parties constituting the Bidder or Supplier, and any Subcontractors for any part of the Contract, including related services, and their respective personnel and affiliates, will not be any person or entity under (a) a declaration of ineligibility for engaging in prohibited practices as contemplated by ITB Clause 3 above, or (b) that has been declared ineligible for participation in a procurement by any UN agencies or other institutional donors in Kenya.
- 13.5 A Bidder or Supplier, all parties constituting the Bidder or Supplier, and any Subcontractors for any part of the Contract, including related services, and their respective personnel and affiliates not otherwise made ineligible for a reason described in this ITB Clause 5 will nonetheless be excluded if:
- a) as a matter of law or official regulation, the Government prohibits commercial relations with the country of the Bidder or Supplier (including any Associates, Subcontractors and any respective affiliates); or
 - b) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits any import of goods from the country of the Bidder or Supplier (including any Associates, Subcontractors and any respective affiliates) or any payments to entities in such country.

SECTION 3: BIDDING FORMS

The Editable bidding forms can be accessed at the following link

<https://drive.google.com/drive/u/1/folders/1q3lk9n3p-4vcBW4nnVNdFYjvYnjgXR3b>

1. TENDER FORM FOR A WORKS CONTRACT

CONSTRUCTION OF VIP LATRINES IN SCHOOLS IN WEST POKOT COUNTY

5th September 2026

SUBMITTED TO:

CEFA – European Committee for Training and Agriculture - Kenya and Somalia
Oasis Business Park, Bohra Road- Westlands
P.O. Box 1498-00606 Sarit, Nairobi

1 SUBMITTED BY

	Name(s) of tenderer(s)	Nationality
Bidder-Lead Company		
Member 1 of Consortium of JV		
Member2 of Consortium of JV		
Etc ...		

2 CONTACT PEOPLE (for this tender)

Name	
Address	
Telephone	
E-mail	

3 TENDERER'S DECLARATION(S)

In response to your letter of invitation to tender for the above contract,

we, the undersigned, hereby declare that:

- We have examined and accept in full the content of the dossier for invitation to tender of **CONSTRUCTION OF VIP LATRINES IN WEST POKOT COUNTY, KENYA**. We hereby accept its provisions in their entirety, without reservation or restriction.
- We offer to execute, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction, the works of **CONSTRUCTION OF VIP LATRINES IN WEST POKOT COUNTY, KENYA**.
 - Lot(s) tendered for: (Lot 1 / Lot 2 / Both Lots)
 - The price of our tender are:

Tender Price – Lot 1: KShin figures and in words]

Tender Price – Lot 2: KShin figures and in words]

- This tender is valid for a period of 90 days from the final date for submission of tenders.

4. Our firm/company [*and our subcontractors*] has/have the following nationality:

<.....>

5. We are making this tender [*on an individual basis/as member of the consortium led by < name of the leader / ourselves >.* *The consortium option may be selected only where CEFA has given prior written authorisation in accordance with Clause 13.2 of Section 2 - Information to the Bidder.* We confirm that we are not tendering for the same contract in any other form. [We confirm, as a member of the consortium, that all members are jointly and severally bound in respect of the obligations under the contract, including any recoverable amount, that the lead member is authorised to bind, and receive instructions for and on behalf of, each member, that the execution of the contract, including payments, is the responsibility of the lead member, and that all members in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's execution].
6. In the event that our tender is successful, we undertake, if required, to provide the proof usual under the law of the country in which we effectively are established that we do not fall into any of the exclusion situations. The date on the evidence or documents provided will be no earlier than one year before the date of submission of tender and, in addition, we will provide a statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up. We also understand that if we fail to provide this proof within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void.
7. We agree to abide by the ethics clauses in the tender dossier and, in particular, have no conflict of interests or any equivalent relation which may distort competition with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure.
8. We have attached copies of the following original legal documents. In case of joint venture documents of each member are attached.
namely, every mandatory document listed at Stage 1 of the Evaluation Criteria in Clause 9.10 of Section 2 - Information to the Bidder. Those documents are not reproduced here; refer to Clause 9.10 for the full list and for the certification requirements applying to each of them.
9. We note that CEFA is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.

[* Delete as applicable]

Name and first name: [.....]

Duly authorized to sign this tender on behalf of:

[.....]

Place and date: [.....]

Stamp of the firm/company:

2. DECLARATION OF HONOUR ON EXCLUSION AND SELECTION CRITERIA**Declaration on honour on exclusion criteria and selection criteria**

In case of Joint Venture each member to complete the form separately

The undersigned [*insert name of the signatory of this form*], representing:

(only for legal persons) the following legal person:
Full official name: Official legal form: Statutory registration number: Full official address: KRA Pin Number: ('the person')

I – Situations of exclusion concerning the person

(1) declares that the above-mentioned person is in one of the following situations:	YES	NO
(a) it is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under Union or national legislation or regulations;	☐	☐
(b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;	☐	☐
(c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the performance of a contract or an agreement;	☐	☐
(ii) entering into agreement with other persons with the aim of distorting competition;	☐	☐
(iii) violating intellectual property rights;	☐	☐
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	☐	☐
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	☐	☐

(d) it has been established by a final judgement that the person is guilty of any of the following:		
(i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	☐	☐
(ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in other applicable laws;	☐	☐
(iii) conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;	☐	☐
(iv) money laundering or terrorist financing, within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;	☐	☐
(v) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	☐	☐
(vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	☐	☐
(e) it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by a contracting authority, the European Anti-Fraud Office (OLAF) or the Court of Auditors;	☐	☐
(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	☐	☐
(g) it has been established by a final judgment or final administrative decision that the person has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business.	☐	☐
(h) (<i>only for legal persons</i>) it has been established by a final judgment or final administrative decision that the person has been created with the intent provided for in point (g).	☐	☐
(i) for the situations referred to in points (c) to (h) above the person is subject to:		
i.facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office after its establishment, the Court of Auditors, the European Anti-Fraud Office (OLAF) or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;	☐	☐
ii.non-final judgments or non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;	☐	☐
iii. facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks;	☐	☐
iv.information transmitted by Member States implementing Union funds;	☐	☐
v.decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law; or	☐	☐
vi. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.	☐	☐

II – Situations of exclusion concerning natural or legal persons with power of representation, decision-making or control over the legal person and beneficial owners

Not applicable to natural persons, Member States and local authorities

(2) declares that a natural or legal person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers e.g. company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares), or a beneficial owner of the person (as referred to in point 6 of article 3 of Directive (EU) No 2015/849) is in one of the following situations:	YES	NO	N/A
Situation (c) (grave professional misconduct)	☐	☐	☐
Situation (d) (fraud, corruption or other criminal offence)	☐	☐	☐
Situation (e) (significant deficiencies in performance of a contract)	☐	☐	☐
Situation (f) (irregularity)	☐	☐	☐
Situation (g) (creation of an entity with the intent to circumvent legal obligations)	☐	☐	☐
Situation (h) (person created with the intent to circumvent legal obligations)	☐	☐	☐

III – Situations of exclusion concerning natural or legal persons assuming unlimited liability for the debts of the legal person

(3) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations <u>[If yes, please indicate in annex to this declaration which situation and the name(s) of the concerned person(s) with a brief explanation]:</u>	YES	NO	N/A
Situation (a) (bankruptcy)	☐	☐	☐
Situation (b) (breach in payment of taxes or social security contributions)	☐	☐	☐

IV – Grounds for rejection from this procedure

(4) declares that the above-mentioned person:	YES	NO
Was previously involved in the preparation of the procurement documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise.	☐	☐

V – Remedial measures

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g., technical, organizational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

VI – Evidence upon request

Upon request and within the time limit set by the contracting authority the person must provide information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners.

It must also provide the following evidence concerning the person itself and the natural or legal persons on whose capacity the person intends to rely, or a subcontractor and concerning the natural or legal persons which assume unlimited liability for the debts of the person:

For situations described in (a), (c), (d), (f), (g) and (h), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

VII – Selection criteria

(1) declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender documents:	YES	NO	N/A
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in the contract notice/Instructions to tenderers;	☐	☐	☐
(b) It fulfills the applicable economic and financial criteria indicated in the contract notice/Instructions to tenderers;	☐	☐	☐
(c) It fulfills the applicable technical and professional criteria indicated in the contract notice/Instructions to tenderers.	☐	☐	☐
(2) if the above-mentioned person is the sole tenderer or the leader in case of consortium , declares that:	YES	NO	N/A
(d) the tenderer, including all members of the group in case of consortium and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender documents.	☐	☐	☐

VIII – Evidence for selection

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender documents and which are not available electronically upon request and without delay.

The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.

Full name

Date

Signature

Representing (The legal person)

Full official name:

Stamp or Seal

3. FORM OF BID-SECURING DECLARATION

The bidder shall fill in this form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*

Bid ref. No.: *[insert]*

To: *[complete name of employer]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a bid-securing declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the employer for the period of time of 3 years if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our bid during the period of bid validity specified in the letter of bid; or
- (b) having been notified of the acceptance of our bid by the employer during the period of bid validity, fail or refuse to sign the contract.

We understand this bid securing declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our bid.

Name of the bidder*

Name of the person duly authorized to sign the bid on behalf of the bidder

Title of the person signing the bid

Signature of the person named above

Stamp of organization:

Date signed

*: In the case of the bid submitted by joint venture specify the name of the joint venture as bidder

[Note: In case of a joint venture, the bid-securing declaration must be in the name of all members to the joint venture that submits the bid.]

TENDER NO: GROW CEFA 2026 NP 02 – Construction of VIP Latrines in Schools in West Pokot County

4. WORK PERFORMED AS PRIME CONTRACTOR ON WORKS

Woks of a similar nature and volume of the last five year starting from the latest. Also list details of work under way or committed, including expected completion date.

Name of project	Location of project Country and County	Name of client or contracting Authority	Type of work performed	Total value of works the contractor was responsible for	Period of contract	Start date and Completion date	Prime contractor (P) or subcontractor (S)	Final acceptance issued? - Yes - Not yet (current contracts) – No

Please attach here available references and certificates from the relevant contracting authorities

5. 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?)	Registration Number (for vehicle and motorable equipment)
<i>[etc.]</i>				

6. SUMMARY OF QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL

Position	Name	Academic qualification	Years of experience (general)	Years of experience in the proposed position
Site Agent/Engineer				
Site Foreman-1 (earth works and Concrete)				
Site Foreman-2 (earth works and Concrete)				

ATTACH CV WITH ACADEMIC CERTIFICATE AND REGISTRATION CERTIFICATES

7. DETAILED CVs OF THE PROPOSED KEY STAFF

Tenderers should provide the CVs of suitably qualified personnel to meet the specified requirements for each of the positions listed in item 6 above.

(Maximum 4 pages + 3 pages of annexes)

A. Bio Data:

Proposed position in the contract:	
Name:	
Date of birth:	
Nationality:	
Civil status:	
Address (phone/fax/e-mail):	

B. Education:

Institutions:	
Date:	
From (month/year)	
To (month/year)	
Degree or qualification:	

C. Language skills

Language	Spoken	Written

D. Membership of professional bodies:

Professional Body	Status <i>E.g (Member, graduate, professional, consulting etc.)</i>	Year Admitted to the body

E. Professional experience:

Date: from (month/year) to (month/year)	
Place	
Company/organization	
Position	
Job description	

Signature

(person(s) authorised to sign on behalf of the tender

8. INFORMATION ON CURRENT LITIGATION IN WHICH THE BIDDER IS INVOLVED

Other party(ies)	Cause of dispute	Amount involved

9. FINANCIAL STATEMENT

Please provide all of the information required in Kenya Shillings.

The audited statements of account are a mandatory document under Stage 1 of the Evaluation Criteria in Clause 9.10 of Section 2 - Information to the Bidder and must be attached as required there. Please attach copies of the **Audited** company's certified statements of account for the previous Two years (2024 and 2025)

Summarize the statements of accounts into the following categories in the tables below.

Annual turnover for the last two (2) years (2024 and 2025):

Kshs	2024	2025	Not required	Average
Total				

Assets for the last two (2) years (2024 and 2025):

Kshs	2024	2025	Not required	Average
1.Total assets				
2.Total liabilities				
<i>Net Value (1 minus 2)</i>				
3.Liquid assets				
4.Short-term debts				
<i>Working capital (3 minus 4)</i>				
5.Pre-tax profits				
6.Losses				

The hereafter identified bank provides access to the following credit facilities:

Name and address of banks (principal/others):

.....

 ...

Maximum amount of credit facility to be stated in Kshs.

.....

 ...

Signature:

(person(s) authorised to sign on behalf of the tenderer)

Date:

10. METHOD STATEMENT/CONSTRUCTION METHODOLOGIES

The required content of the Method Statement, and the points attaching to each element of it, are set out in full in the Technical Evaluation Criteria at Clause 9.10 of Section 2 - Information to the Bidder, under Criterion 4 (Works Plan and Method Statement) and Criterion 5 (Health and Safety and Environmental Management). Bidders should prepare the Method Statement against those criteria. The requirements are not repeated here, so that one statement of them governs.

Where anything in this form appears to differ from Clause 9.10, Clause 9.10 prevails.

11. PROPOSED PROGRAM (WORK PLAN AND SCHEDULES)

Must comply with the requirements of the bidding documents.

The required content of the works plan or programme, and the points attaching to it, are set out in the Technical Evaluation Criteria at Clause 9.10 of Section 2 - Information to the Bidder, under Criterion 4 (Works Plan and Method Statement). Bidders should prepare the programme against that criterion. The requirements are not repeated here.

Where anything in this form appears to differ from Clause 9.10, Clause 9.10 prevails.

12. PROFILE OF THE BIDDER (NO SPECIFIC FORMAT REQUIRED)

Company profile, brochures, presentation of bidder organization etc.

This checklist is provided for the Bidder's convenience only. Stage 1 of the Evaluation Criteria in Clause 9.10 governs the mandatory documents. In the event of any discrepancy those clauses prevail.

No.	Document	Tick
A. Mandatory documents — as listed at Stage 1 of the Evaluation Criteria in Clause 9.10. Omission of any one of these results in rejection of the bid.		
1	Certificate of Incorporation, certified as required by Clause 9.10	
2	Valid Tax Compliance Certificate	
3	Valid Single Business Permit	
4	NCA Registration Certificate (NCA-6 or higher) for Building Works	
5	Valid NCA Annual Practising Licence for Building Works (NCA-6 or higher)	
6	Audited statements of account for 2024 and 2025, certified by the auditor	
7	Signed and stamped Tender Form (Bidding Form No. 1)	
8	Declaration of Honour on Exclusion and Selection Criteria (Bidding Form No. 2)	
9	Bid-Securing Declaration (Bidding Form No. 3)	
10	Certified CR12 Form	
B. Other documents forming the bid — as listed in Clause 3.4(b). Assessed at Stage 2 and at the financial evaluation; a document not submitted cannot be scored.		
1	Application Letter, signed and stamped	
2	Priced Bill of Quantities for each Lot applied for	
3	Schedule of staff and summary of qualifications	
4	Detailed CVs of key staff, with certificates attached	
5	Contractor's Equipment, with evidence of ownership or lease	
6	Past experience, with completion evidence as defined in Clause 3.4(b)	
7	Information on current litigation	
8	Profile of the Bidder	
9	Method Statement	
10	Construction Schedule or workplan	

SECTION 4: TECHNICAL SPECIFICATIONS**A. PARTICULAR SPECIFICATIONS FOR CONSTRUCTION OF VIP LATRINES IN SCHOOLS IN WEST POKOT COUNTY****1. GENERAL DESCRIPTION OF WORKS**

The proposed works under the Contract consist of construction of 15 blocks of VIP latrines in 9 schools in West Pokot County.

2. LOCATION OF THE PROPOSED SITES

The proposed project sites are located in Kodich, Kapchok and Kiwawa Wards of Pokot North Sub-County, West Pokot County. The approximate location of each site is provided in the table below.

Item	Name of School	Location	
		Ward	Coordinates (Decimal Degrees)
1	Kodich Catholic Primary School	Kodich	Latitude: 1.632299° Longitude: 35.053100°
2	Cherangany Primary School	Kodich	Latitude: 1.589108° Longitude: 35.097423°
3	Lokichar Primary School	Kodich	Latitude: 1.582606° Longitude: 35.013191°
4	Napitiro Primary School	Kapchok	Latitude: 1.750554° Longitude: 35.013385°
5	St. Dorcas Primary School	Kapchok	Latitude: 1.815492° Longitude: 35.041861°
6	Nangolesian Primary School	Kiwawa	Latitude: 2.080564° Longitude: 35.009094°
7	Kalodeke Primary School	Kiwawa	Latitude: 2.150275° Longitude: 34.963317°
8	Katunkale Primary School	Kiwawa	Latitude: 2.062649° Longitude: 35.016776°
9	Kases Primary School	Kiwawa	Latitude: 2.115812° Longitude: 35.019979°

3. SCOPE OF THE CONTRACTOR'S WORKS

The scope of construction activities will include:

- Pit excavation in varying soil formations;
- Supply and delivery of all materials for works specified in the BOQ;
- Engagement of required skilled and unskilled labour within the construction site during the construction and post construction period.
- Employing all equipment required for the works.
- Carry on the actual construction works in accordance with the drawings, Bills of Quantities and Specifications and to the satisfaction of the Client;

The Works are divided into two (2) Lots. The schools and the number of latrine blocks for each Lot are set out in Clause 1.5 (Identification of LOTS) of Section 2 - Information to the Bidder and are not repeated here.

4. PROVISION OF EQUIPMENT, MATERIALS AND LABOUR

The contractor shall provide all equipment, transport consumable materials and labour necessary for the satisfactory completion of the works in compliance with the specifications herein. The Project Engineer reserves the right to inspect the plant and materials before their use on the works, and may reject the items of plant or materials that, in his/her opinion is (are) substandard or inappropriate.

5. OCCUPATION OF SITE

The employer will provide the land on which the works shall be constructed. The contractor shall be given possession of such parts of the site that he requires for activities related to the construction of the works. The contractor shall organize at his own cost and convenience for storage of materials, equipment and camp during the period of the contract provided his operation does not interfere with the daily activities of the local community.

6. PRIORITY TO LOCAL LABOUR

The contractor shall give priority to the local community when hiring unskilled and skilled labour.

7. CLIENT'S RIGHT TO ALTER QUANTITIES

The client retains exclusive right to alter the quantities at any stage of the works as the conditions on the ground may warrant. The resultant quantities shall be paid for at the rates quoted in the bid at the tender stage.

8. CONTRACT PERIOD

The construction period and the Defects Liability Period are those stated in Clause 1.4 (Construction duration and defect liability period) of Section 2 - Information to the Bidder.

9. DEFINITION OF THE SITE

The site shall include all those areas of land which, being public or private:

- a) Are being provided by the Employer for the construction of the permanent works;
- b) Are being provided by the Employer for temporary works, including camps, offices and stores;
- c) Are acquired, leased, or operated by the contractor as borrow pits or spoil tips for the permanent works, including all access roads.

10. USE OF THE SITE

- a) Access to the sites shall be gained from public roads. The contractor shall be responsible for maintaining all existing roads affected by his work while he is on site. He shall also be responsible for repairing and making good any damage to these roads. If the contractor, his subcontractors or suppliers, causes the damage then the cost of repairs shall be to his own.
- b) The contractor shall not use the site for any purpose not connected with the works unless the written permission of the Project Engineer has been obtained.
- c) The contractor shall restrict his activities to those areas of the site adjacent to the works being executed and shall avoid encroachment upon lands outside the areas for which possession has been given. Any liabilities resulting from such encroachment shall be to the contractor's cost and he shall hold the employer indemnified.

11. MATERIALS FOR THE WORKS

- a) All materials shall comply with the appropriate standard specifications unless herein otherwise required. All materials specifications in the drawings shall override all others except that decreed by the Project Engineer in writing.
- b) Materials to be used in the works shall be approved by the Project Engineer in writing. Any damage, contamination or any other undesirable effect on the materials during transport, storage, handling, forming, etc shall be remedied by the contractor as may be instructed by the Project Engineer. The Project Engineer's decision shall be final.
- c) The Project Engineer shall retain the right to inspect the materials at source. If the Project Engineer rejects any materials at such stage, they shall not be transported to site.

12. DILIGENT PERFORMANCE AND WORKMANSHIP

- a) The contractor shall at all times perform the works diligently and in accordance with sound professional practice. In particular the contractor shall not proceed from one stage of the works to another without the express permission of the Project Engineer.
- b) Workmanship shall be to the quality implied in the specifications and drawings or otherwise as may be directed by the Project Engineer in writing.

13.CONSTRUCTION PROCESS

- a) The contractor's role shall be to fundamentally construct the works at the tendered sum, to the specified quality and within the agreed time. The contractor shall organize his work to achieve these objectives.

14.PAYMENTS

- 1) The Contractor shall perform the services and carry out his obligations herein with all due diligence, efficiency quality and economy. The Contractor shall always act, in respect of any matter relating to this Contract as faithfully as possible and shall at all times support and safeguard the Client's legitimate interests in all the construction works.
- 2) Payment to the Contractor shall thus only be effected upon the certification of completed works according to the laid down standards and the works shall be certified complete and satisfactory by the Project Engineer.
- 3) The actual instalment payment percentages and the schedule of payments will be agreed during the contracting stage and will be set out in the Contract. Payments shall be made against interim and final certificates issued by the Project Engineer on the basis of works actually measured and executed. **CEFA does not envisage making any advance payment under this Contract. Should an advance payment exceptionally be agreed in writing under the Contract, no such payment shall be made unless and until the Contractor has provided an Advance Payment Guarantee, issued by a bank or other financial institution acceptable to CEFA, for an amount equal to the advance payment and valid until the advance is fully recovered.**
- 4) **Retention.** 10% of the contract amount shall be held and paid after the defect liability period lapses

15.MEASUREMENTS & RATES

- 5) A bidder shall include in his rates for all site offices, quarters, yards stores and other premises which may be required for the carrying out of the works in accordance with the contract.
- 6) A bidder shall include in his unit rates for all necessary vehicular or human traffic diversions and such diversion shall be arranged so as to cause the minimum disturbance. Proposed arrangements shall be submitted to the Project Engineer for approval before being put into operation.
- 7) All measurements are strictly net unless otherwise stated and the rates quoted by the bidder will be deemed to cover tolerances, working space, bulking etc and work will be measured to net finished surface.
- 8) The depth of excavation will be measured from existing ground level. Measurements for the other excavation will be to the dimensions, which are required to accommodate the permanent work alone. Where rock is encountered in excavation, the depth will be measured to the bottom of the trench.
- 9) The contractor shall at his own expenses dig any necessary trial holes in order to determine ground conditions and/or the location of possible underground services, obstructions etc, that are likely to affect the contract works.
- 10) In the schedule of rates, items that include for disposal of excavated materials, the bidder is to include for transporting of this excavated materials from site, to an approved spoil. The bidder is deemed to have investigated the location and use of the spoil areas prior to bidding in agreement with relevant Local Authority or other body and will be deemed to have due

allowance in the rates entered against the appropriate items in the Bills of quantities for any cost which he may incur in providing tips and in transporting, disposing etc, of the material.

16. TEMPORARY TRAFFIC SIGNS

The contractor shall erect and maintain on the works and at prescribed points on the approaches to the works, all traffic signs necessary for the warning, direction and control of the vehicular and or human traffic and the size of all such signs and the lettering and wording thereon shall be approved by the Project Engineer before erection. The signs shall be of a reflection type or adequately illuminated at night by approved means.

17. SAFETY BARRIERS

The contractor shall cordon off all works and excavations that may pose danger to the public within the area using barrier tapes of the pelican type or equivalent. Sites of deep excavations and or lifting of bricks or concrete filled containers shall be marked with "DANGER SIGN" clearly legible from 5m distance

B. STANDARD SPECIFICATIONS

The Standard Specifications have been attached separately as volume-2.

See attached link to access the Standard Specification

https://drive.google.com/drive/u/1/folders/1QxkNR8YOTWR01O06618hNV_OUcytTUKI

SECTION 5: BILL OF QUANTITIES**PREAMBLE TO THE BILL OF QUANTITIES**

1. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
2. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, **taxes**, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
3. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
4. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
5. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
6. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in consultation with the Employer.
7. The method of measurement of completed work for payment shall be in accordance with accordance with the principles of the latest edition of the Civil Engineering Standard Method of Measurement. All measurements shall be given in metric (SI) units
8. Errors will be corrected by the Employer for any arithmetic errors in computation or summation as follows
 - a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - b. Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in the unit price, in which event the total amount as quoted will govern and the unit rate will be corrected
9. Rock is defined as all materials that, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and that cannot be extracted by ripping with a tractor of at least 150 brake hp with a single, rear-mounted, heavy-duty ripper.
10. The units of measurement described in the Bills of Quantities are metric units for which the standard international abbreviations are used. Abbreviations used in the Bill of Quantities, including some non-standard abbreviations, are as follows:

mm	millimetre	e	exceeding
m	meter	ne	not exceeding
km	kilometre	PQ	Provisional Quantity
sq.m, m ²	square metre	PS	Provisional Sum
ha	hectare	Do	Ditto
cu m, m ³	cubic metre	Fob	free on Authority
sec,s	second	cif	cost, insurance, freight
hr	hour	wt	weight
min	minute	%	percent
wk	week	Mh	manhole
l	litre	ic	inspection chamber
gm	gram	HYS	high yield steel
kg	kilogram	PCC	precast concrete
t	tonne	uPVC	uplasticised polyvinylchloride

No	Number	GMS	galvanised mild steel	
nr	Number (in bill of quantities)	DI	ductile iron	
dia	diameter	SV	sluice valve	
max	maximum	ISO	International	Standards
min	minimum	Organisation		
AD	above datum (levels in	KS	Kenyan Standard	
metres)		BS	British Standard	
ch	chainage (distance in metres)	KES	Kenya Shillings	
eo	extra over			

The Bills of Quantities for the proposed works have been attached separately as volume-3.

See attached link to access the Excel format of BOQs

<https://drive.google.com/drive/u/1/folders/1jhhTrKphuM8-ul0GmHPN85fmsKu5JEpZ>

SECTION 6: CONTRUCTION DRAWINGS

The Drawings have been attached separately as volume-4.

See attached link to access the drawings

https://drive.google.com/drive/u/1/folders/1XANQhQNhDt8C17gcr1oEHdaj9a_ABLbc