KENYA PORTS AUTHORITY

TENDER NO. KPA/011/2018-19/CSI

CONSTRUCTION OF LIBRARY BLOCK AT DR. KRAPF SECONDARY SCHOOL, KILIFI COUNTY

TENDER DOCUMENT

AUGUST, 2018

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SECTION I - LETTER OF INVITATION

TENDER NO.: **KPA/011/2018-19/CSI**

TENDER NAME: **CONSTRUCTION OF LIBRARY BLOCK AT DR. KRAPF SECONDARY SCHOOL, KILIFI COUNTY**

1. The Kenya Ports Authority now invites sealed tenders from eligible contractors registered with National Construction Authority (NCA) under Building Works NCA6 to NCA8 registration for the tender for the **CONSTRUCTION OF LIBRARY BLOCK AT DR. KRAPF SECONDARY SCHOOL, KILIFI COUNTY.**

2. Tendering will be conducted through the National Competitive (NCB). Bidding procedures specified in the Public Procurement and Asset Disposal Act, 2015 and the Public Procurement and Disposal Regulations, 2006 and is open to all Tenderers as defined in the Regulations.

3. Interested eligible Tenderers may obtain further information from and inspect the Tendering Documents at the offices of the Head of Procurement & Supplies located on the 4th floor of office Block 3 at the Kenya Ports Authority Headquarters, Kilindini Kipevu from **MONDAY TO FRIDAY (BETWEEN 0800 HOURS AND 1600 HOURS** inclusive) except on public holidays and Sundays.

4. The document can be viewed and downloaded from the KPA website **www.kpa.co.ke** at no fee through the following link http://www.kpa.co.ke/InfoCenter/Tenders/Pages/default.aspx.

5. Enquiries can be made via email address: **tenders@kpa.co.ke.**

6. Bidders are advised to regularly visit the KPA website to obtain any additional information/addendum on the tender. **All addenda/additional information on the tender shall be posted on the KPA website as they become available.**

7. There shall be a **mandatory site visit scheduled to take place at the site in Dr. Krapf Secondary School in Rabai, Kilifi County on 3rd Monday September 2018 starting from 1100 Hours to 1300Hours.**

   All bidders shall be required to sign an attendance register as evidence of having participated in the site visit.

8. All Tenders in one original plus [*two-2 copies]*, properly filled in, and enclosed in plain envelopes must be delivered in hard copies to the address below and addressed as follows:

TENDER NO.: KPA/011/2018-19/CSI

TENDER NAME: CONSTRUCTION OF LIBRARY BLOCK AT DR. KRAPF SECONDARY SCHOOL, KILIFI COUNTY

"DO NOT OPEN BEFORE 1000 HOURS ON FRIDAY 14TH SEPTEMBER, 2018"

Addressed:

THE HEAD OF PROCUREMENT & SUPPLIES
KENYA PORTS AUTHORITY
KIPEVU HEADQUARTERS 4TH FLOOR
FINANCE BLOCK III, DOOR BLK-3.4.3
KILINDINI MOMBASA
Phone: +254 (41) 2113600/ 2113999
E-mail: tenders@kpa.co.ke

Completed tenders shall be placed in Tender Box located at the **BUS TERMINUS, PORT MAIN PEDESTRIAN GATE NO.8, KILINDINI, MOMBASA BEFORE 1000 HOURS ON FRIDAY 14TH SEPTEMBER, 2018.**

Bulky tenders shall be submitted at the office of **Head of Procurement & Supplies located on the 4th floor of office Block III at the Kenya Ports Authority Headquarters, Kipevu, Kilindini Mombasa BEFORE 1000 HOURS ON FRIDAY 14TH SEPTEMBER, 2018.**

9. Prices quoted should be inclusive of all taxes and delivery and must be in **Kenya Shillings** and should be valid for 90 Days from the date of Tender Opening.

10. Tenders will be opened promptly after **1030 HOURS ON FRIDAY 14TH SEPTEMBER, 2018** in the presence of Tenderers' representatives who choose to attend the opening at the Procurement Conference Room located at the **New Service Area (Kapenguria)**.

11. Late Tenders, incomplete Tenders, Tenders not opened at the Tender opening ceremony shall not be accepted for evaluation.

12. Canvassing or lobbying for the tender shall lead to automatic disqualification.

Stephen Chepkangor
FOR: HEAD OF PROCUREMENT AND SUPPLIES
FOR: Ag. MANAGING DIRECTOR

KENYA PORTS AUTHORITY

VISION, MISSION, &CORE VALUES

Vision

World class seaports of choice.

Mission

To facilitate and promote global maritime trade through the provision of competitive port services.

Values

Customer Focus: Service excellence is key to our operations and we endeavor to exceed customer expectations.

Integrity: We uphold fairness, honesty, professionalism and transparency in all our undertakings.

Teamwork: We embrace team spirit in all that we do.

We Care: We care for our staff, the communities around us and are sensitive to the environment.

KENYA PORTS AUTHORITY

HEALTH, SAFETY AND ENVIRONMENT POLICY STATEMENT

The Kenya Ports Authority recognizes and appreciates the importance of Health, Safety and Environment in the organization.

The Authority therefore places Health, Safety and Environment matters as important Boardroom Agenda.

To translate this commitment into actions, the Authority shall adopt a health, safety and environment policy that shall ensure:

1. Compliance with all relevant statutory instruments in all matters of Health, Safety and Environment.
2. Appropriate consideration of relevant international conventions and recommendations.
3. Formulation and compliance with rules, regulations and guidelines on matters of Health, Safety and Environment.
4. All reasonably practicable precautions are taken to safeguard the safety and health of all employees and Port users.
5. Appropriate systems for providing adequate information and instructions to all cadres of employees on risks to their health and safety are in place.
6. That all work places and equipment/plant are safe and regularly inspected.
7. All employees and Port Users assume defined responsibilities in matters of health, safety and environment in conformity with this policy.
8. Appropriate training for all employees to enhance their performance is provided.
9. That all Suppliers comply with Health, Safety and Environment rules, regulations and guidelines.
10. Adequate provision for prevention and control of fires and proper use of Fire fighting appliances.
11. Adequate provision for prevention and control of environmental pollution.
12. That Environmental Impact Assessment is carried out for all projects likely to have an impact on the environment.
13. Provision and promotion of First Aid services and activities.
14. Contravention of the Health, Safety and Environment Management System attracts severe disciplinary action including dismissal and/or prosecution.
15. Review of the Health, Safety and Environment Management System to conform to changing trends.

(Signed)
Dr. Arch. Daniel Manduku
Ag. MANAGING DIRECTOR

KENYA PORTS AUTHORITY

QUALITY POLICY STATEMENT

Kenya Ports Authority is committed to the facilitation and promotion of global maritime trade through the provision of Port Services that meet our customers' requirements and ensure customer satisfaction. We undertake to ensure that our Quality Objectives are associated with the Quality Policy.

QUALITY OBJECTIVES

1. **Continually improve service delivery and customer satisfaction.**
2. **Enhance operational efficiency.**
3. **Improve productivity of internal resources.**

We are committed to complying with the requirements of the ISO 9001:2015 Quality Management System (QMS) Standard, applicable statutory regulations and aligning our QMS processes with Risk Management. We shall continually improve and effectively implement our QMS processes and capabilities.

Kenya Ports Authority shall ensure that the Quality Objectives associated with this Quality Policy are established at relevant functions and processes within the Organisation. These objectives shall be reviewed for suitability on an annual basis in accordance with the Authority's Performance Management Balance Scorecard and Performance Contract as cascaded to relevant functions.

(Signed)

Dr. Arch. Daniel Manduku
Ag. MANAGING DIRECTOR

"Committed to facilitate and promote global maritime trade through the provision of Quality Port Services that meet our customers' requirements and satisfaction"

KEBS ISO 9001:2015 Certified Org. No. 087

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1. General

1. Definitions

(a) "Tenderer" means any persons, partnership firm or company submitting a sum or sums in the Bills of Quantities in accordance with the Instructions to Tenderers, Conditions of Contract Parts I and II, Specifications, Drawings and Bills of Quantities for the work contemplated, acting directly or through a legally appointed representative.

(b) "Approved tenderer" means the tenderer who is approved by the Employer

(c) Any noun or adjective derived from the word "tender" shall be read and construed to mean the corresponding form of the noun or adjective "bid". Any conjugation of the verb "tender" shall be read and construed to mean the corresponding form of the verb "bid."

(d) "Employer" means 'Kenya Ports Authority'.

2. Eligibility and Qualification Requirements

2.1 Eligibility requirements

This invitation to tender is open to all tenderers who are qualified as stated in the appendix.

2.2 Qualification Requirements

To be qualified for award of Contract, the tenderer shall provide evidence satisfactory to the Employer of their eligibility under Sub clause 2.1. above and of their capability and adequacy of resources to effectively carry out the subject Contract. To this end, the tenderer shall be required to submit the following information with their tenders unless otherwise stated:

(a) Details of experience and past performance of the tenderer on the works of a similar nature and details of current work on hand and other contractual commitments.

(b) The qualifications and experience of key personnel proposed for administration and execution of the contract, both on and off site.

(c) Major items of construction plant and equipment proposed for use in carrying out the Contract. Only reliable plant in good working order and suitable for the work required of it shall be shown on this schedule. The tenderer will also indicate on this schedule when each item will be available on the Works. Included also should be a schedule of plant, equipment and material to be imported for the purpose of the Contract, giving details of make, type, origin and CIF value as appropriate.

(d) Details of sub-contractors to whom it is proposed to sublet any portion of the Contract and for whom authority will be requested for such subletting in accordance with clause 4 of the Condition of Contract.

(e) Details of any current litigation or arbitration proceedings in which the tenderer is involved as one of the parties.

2.3 **Joint Ventures**

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

(a) The tender, and in case of a successful tender, the Form of Agreement, shall be signed so as to be legally binding on all partners

(b) One of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners

(c) The partner in charge shall be authorized to incur liabilities and receive instructions for an on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge.

(d) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Tender and the Form of Agreement (in case of a successful tender)

(e) A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

3. Cost of Tendering

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

3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=.

3.3 The procuring entity shall allow the tenderer to view the tender document free of charge before purchase.

4. Site Visit-Omitted

5 Tender Documents

5.1 The Tender documents comprise the documents listed here below and should be read together with any Addenda issued in accordance with Clause 7 of these instructions to tenderers.

a. Form of Invitation for Tenders

b. Instructions to Tenderers

c. Form of Tender

d. Appendix to Form of Tender

e. Form of Tender Surety

f. Statement of Foreign Currency Requirements (Not applicable)

g. Tender and Confidential Business Questionnaires

h. Details of Sub contractors

i. Schedules of Supplementary Information

j. General Conditions of Contract – Part I

k. Conditions of Particular Application – Part II

l. Specifications

m. Bills of Quantities

o. Declaration Form

5.2 The tenderer is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the tender documents. Failure to comply with the requirements for tender submission will be at the tenderer's own risk. Pursuant to clause 22 of Instructions to Tenderers, tenders which are not substantially responsive to the requirements of the tender documents will be rejected.

5.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as "private and confidential".

6 Inquiries by tenderers

6.1 A tenderer making an inquiry relating to the tender document may notify the Employer in writing or by telex, cable or facsimile at the Employer's mailing address indicated in the Invitation to Tender. The Employer will respond in writing to any request for clarification which he receives earlier than 7 days prior to the deadline for the submission of tenders. Written copies of the Employer's response (including the query but without identifying the source of the inquiry) will be sent to all prospective tenderers who have purchased the tender documents.

6.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

7. Amendment of Tender Documents

7.1 At any time prior to the deadline for submission of tenders the Employer may, for any reason, whether at his own initiative or in response to a clarification

requested by a prospective tenderer, modify the tender documents by issuing Addenda.

7.2 Any Addendum will be notified in writing or by cable, telex or facsimile to all prospective tenderers who have purchased the tender documents and will be binding upon them.

7.3 In order to allow prospective tenderers reasonable time in which to take the Addendum into account in preparing their tenders, the Employer may, at his discretion, extend the deadline for the submission of tenders.

PREPARATION OF TENDERS

8. Language of Tender

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

9. Documents Comprising the Tender

9.1 The tender to be prepared by the tenderer shall comprise:

i. the Form of Tender and Appendix thereto,
ii. a Tender Security
iii. the Priced Bills of Quantities and Schedules
iv. the information on eligibility and qualification
v. any other materials required to be completed and submitted in accordance with the Instructions to Tenderers.

The Forms, Bills of Quantities and Schedules provided in the tender documents shall be used without exception (subject to extensions of the schedules in the same format and to the provisions of clause 13.2 regarding the alternative forms of Tender Surety].

10 Tender Prices

10.1 All the insertions made by the tenderer shall be made in INK and the tenderer shall clearly form the figures. The relevant space in the Form of Tender and Bills of Quantities shall be completed accordingly without interlineations or erasures except those necessary to correct errors made by the tenderer in which case the erasures and interlineations shall be initialed by the person or persons signing the tender.

10.2 A price or rate shall be inserted by the tenderer for every item in the Bills of Quantities whether the quantities are stated or not. Items against which no rate or price is entered by the tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bills of Quantities.

The prices and unit rates in the Bills of Quantities are to be the full [all-inclusive] value of the Work described under the items, including all costs and expenses which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based. All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause prior to the deadline for submission of tenders, shall be included in the rates and prices and the total Tender Price submitted by the tenderer.

Each price or unit rate inserted in the Bills of Quantities should be a realistic estimate for completing the activity or activities described under that particular item and the tenderer is advised against inserting a price or rate against any item contrary to this instruction.

Every rate entered in the Bills of Quantities, whether or not such rate be associated with a quantity, shall form part of the Contract. The Employer shall have the right to call for any item of work contained in the Bills of Quantities, and such items of work to be paid for at the rate entered by the tenderer and it is the intention of the Employer to take full advantage of unbalanced low rates.

10.3 Unless otherwise specified the tenderer must enter the amounts representing 10% of the sub-total of the summary of the Bills of Quantities for Contingencies and Variation of Prices [V.O.P.] payments in the summary sheet and add them to the sub-total to arrive at the tender amount.

10.4 The tenderer shall furnish with his tender written confirmation from his suppliers or manufacturers of basic unit rates for the supply of items listed in the Conditions of Contract clause 70 where appropriate. The Employer may require the tenderer to justify such rates so obtained from the suppliers or manufacturers.

10.5 The rates and prices quoted by the tenderer are subject to adjustment during the performance of the Contract only in accordance with the Provisions of the Conditions of Contract. The tenderer shall complete the schedule of basic rates and shall submit with his tender such other supporting information as required under clause 70 of the Conditions of Contract Part II.

10.6 Contract price variations shall not be allowed within the first 12 months of the contract.

10.7 Where quantity contract variation is allowed, the variation shall not exceed 15% of the original contract quantity.

10.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

11. Currencies of Tender and Payment

11.1 Tenders shall be priced in Kenya Shillings and the tender sum shall be in Kenya Shillings.

11.2 Tenderers are required to indicate in the Statement of Foreign Currency Requirements, which forms part of the tender, the foreign currency required by them. Such currency should generally be the currency of the country of the tenderer's main office. However, if a substantial portion of the tenderer's expenditure under the Contract is expected to be in countries other than his country of origin, then he may state a corresponding portion of the contract price in the currency of those other countries. However, the foreign currency element is to be limited to two (2) different currencies and a maximum of 30% (thirty percent) of the Contract Price.

11.3 The rate or the rates of exchange used for pricing the tender shall be the selling rate or rates of the Central Bank ruling on the date thirty (30) days before the final date for the submission of tenders.

11.4 Tenderers must enclose with their tenders, a brief justification of the foreign currency requirements stated in their tenders.

12 Tender Validity

12.1 The tender shall remain valid and open for acceptance for a period of 90 days from the specified date of tender opening or from the extended date of tender opening (in accordance with clause 7.3 ere above) whichever is the later.

12.2 In exceptional circumstances prior to expiry of the original tender validity period, the Employer may request the tenderer for a specified extension of the period of validity. The request and the responses thereto shall be made in writing or by cable, telex or facsimile. A tenderer may refuse the request without forfeiting his Tender Surety. A tenderer agreeing to the request will not be required nor permitted to modify his tender, but will be required to extend the validity of his Tender Surety correspondingly.

13 Tender Security

13.1 The tenderer shall furnish as part of his tender, a Tender Security in the amount and form stated in the Appendix to Instructions to Tenderers.

13.2 The tender security shall not exceed 2 percent of the tender price.

13.3 The Tender Security shall be valid at least thirty (30) days beyond the tender validity period.

13.4 Any tender not accompanied by an acceptable Tender Surety will be rejected by the Employer as non-responsive.

13.5 The Tender Sureties of unsuccessful tenderers will be returned as promptly as possible but not later than twenty eight (28) days after expiration of the tender validity period. The Tender Surety of the successful tenderer will be returned upon the tenderer executing the Contract and furnishing the required Performance Security.

13.6 The Tender Surety may be forfeited:

a) if a tenderer withdraws his tender during the period of tender validity: or
b) in the case of a successful tenderer, if he fails, within the specified time limit
    i. to sign the Agreement, or
    ii. to furnish the necessary Performance Security
c) if a tenderer does not accept the correction of his tender price pursuant to clause 23.

14 No Alternative Offers

14.1 The tenderer shall submit an offer which complies fully with the requirements of the tender documents unless otherwise provided for in the appendix.

Only one tender may be submitted by each tenderer either by himself or as partner in a joint venture. A tenderer who submits or participates in more than one tender will be disqualified.

14.2 The tenderer shall not attach any conditions of his own to his tender. The tender price must be based on the tender documents. The tenderer is not required to present alternative construction options and he shall use without exception, the Bills of Quantities as provided, with the amendments as notified in tender notices, if any, for the calculation of his tender price. Any tenderer who fails to comply with this clause will be disqualified.

15 Pre-tender Meeting

15.1 If a pre-tender meeting is convened, the tenderer's designated representative is invited to attend at the venue and time in the Invitation to Tender. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

15.2 The tenderer is requested as far as possible to submit any questions in writing or by cable, to reach the Employer not later than seven (7) days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following:

(a) Minutes of the meeting, including the text of the questions raised and the responses given together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in – Clause 9 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of a tender notice pursuant to Clause 7 and not through the minutes of the pre-tender meeting.

(b) Non attendance at the pre-bid meeting will not be cause for disqualification of a bidder.

16 Format and Signing of Tenders

16.1 The tenderer shall prepare his tender as outlined in clause 9 above and mark appropriately one set "ORIGINAL" and the other "COPY".

16.2 The copy of the tender and Bills of Quantities shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer. All pages of the tender where amendments have been made shall be initialed by the person or persons signing the tender.

16.3 The complete tender shall be without alterations, interlineations or erasures, except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person of persons signing the tender.

SUBMISSION OF TENDERS

17 Sealing and Marking of Tenders

17.1 The tenderer shall seal the original and copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer separate envelope.

17.2 The inner and outer envelopes shall be addressed to the Employer at the address stated in the Appendix to Instructions to Tenderers and bear the name and identification of the Contract stated in the said Appendix with a warning not to open before the date and time for opening of tenders stated in the said Appendix.

17.3 The inner envelopes shall each indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late", while the outer envelope shall bear no mark indicating the identity of the tenderer.

17.4 If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the tender. A tender opened prematurely for this cause will be rejected by the Employer and returned to the tenderer.

18 Deadline for Submission of Tenders

18.1 Tenders must be received by the Employer at the address specified in clause 17.2 and on the date and time specified in the Letter of Invitation, subject to the provisions of clause 7.3, 18.2 and 18.3.Tenders delivered by hand must be placed in the "tender box" provided in the office of the Employer.

Proof of posting will not be accepted as proof of delivery and any tender delivered after the above stipulated time, from whatever cause arising will not be considered.

18.2 The Employer may, at his discretion, extend the deadline for the submission of tenders through the issue of an Addendum in accordance with clause 7, in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

18.3 Any tender received by the Employer after the prescribed deadline for submission of tender will be returned unopened to the tenderer.

19 Modification and Withdrawal of Tenders

19.1 The tenderer may modify or withdraw his tender after tender submission, provided that written notice of the modification or withdrawal is received by the Employer prior to prescribed deadline for submission of tenders.

19.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for the submission of tenders, with the inner and outer envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.

19.3 No tender may be modified subsequent to the deadline for submission of tenders.

19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the period of tender validity specified on the tender form. Withdrawal of a tender during this interval will result in the forfeiture of the Tender Surety.

19.5 Subsequent to the expiration of the period of tender validity prescribed by the Employer, and the tenderer having not been notified by the Employer of the award of the Contract or the tenderer does not intend to conform with the request of the Employer to extend the period of tender validity, the tenderer may withdraw his tender without risk of forfeiture of the Tender Surety.

TENDER OPENING AND EVALUATION

20 Tender Opening and Evaluation

20.1 The Employer will open the tenders in the presence of the tenderers' representatives who choose to attend at the time and location indicated in the Letter of Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

20.2 Tenders for which an acceptable notice of withdrawal has been submitted, pursuant to clause 19, will not be opened. The Employer will examine the tenders to determine whether they are complete, whether the requisite Tender Sureties have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.

20.3 At the tender opening, the Employer will announce the tenderer's names, total tender price, tender price modifications and tender withdrawals, if any, the presence of the requisite Tender Surety and such other details as the Employer, at his discretion, may consider appropriate. No tender shall be rejected at the tender opening except for late tenders.

20.4 The Employer shall prepare minutes of the tender opening including the information disclosed to those present.

20.5 Tenders not opened and read out at the tender opening shall not be considered further for evaluation, irrespective of the circumstances.

20.6 Evaluation of tenders shall be as per the criteria provided in the Appendix to instructions to tenderers.

21 Process to be Confidential

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

21.2 Any effort by a tenderer to influence the Employer in the process of examination, evaluation and comparison of tenders and decisions concerning award of Contract may result in the rejection of the tenderer's tender.

22 Clarification of Tenders

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

22.2 No tenderer shall contact the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Employer, he shall do so in writing.

23 Determination of Responsiveness

23.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is substantially responsive to the requirements of the tender documents.

23.2 For the purpose of this clause, a substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, completion timing or administration of the Works to be undertaken by the tenderer under the Contract, or which limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the tenderers obligations under the Contract and the rectification of which would affect unfairly the competitive position of other tenderers who have presented substantially responsive tenders.

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

23.4 A tender determined to be not substantially responsive will be rejected by the Employer and may not subsequently be made responsive by the tenderer by correction of the non-conforming deviation or reservation.

24 Correction of Errors

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

(a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will govern.

(b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case adjustment will be made to the entry containing that error.

(c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bills of Quantities, the amount as stated in the Form of Tender shall prevail.

(d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected builder's work (i.e. corrected tender sum less Prime Cost and Provisional Sums.

(e) The Error Correction Factor shall be applied to all builder's work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuations of variations.

(f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 13.

25 Conversion to Single Currency

25.1 For comparison of tenders, the tender price shall first be broken down into the respective amounts payable in various currencies by using the selling rate or rates of the Central Bank of Kenya ruling on the date twenty one (21) days before the final date for the submission of tenders.

25.2 The Employer will convert the amounts in various currencies in which the tender is payable (excluding provisional sums but including Dayworks where priced competitively) to Kenya Shillings at the selling rates stated in clause 25.1.

26 Evaluation and Comparison of Tenders

26.1 The Employer will evaluate only tenders determined to be substantially responsive to the requirements of the tender documents in accordance with clause 23.

26.2 In evaluating tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:

(a) Making any correction for errors pursuant to clause 24.

(b) Excluding Provisional Sums and provision, if any, for Contingencies in the Bills of Quantities, but including Day works where priced competitively.

26.3 The Employer reserves the right to accept any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.

26.4 Price adjustment provisions in the Conditions of Contract applied over the period of execution of the Contract shall not be taken into account in tender evaluation.

26.5 If the lowest evaluated tender is seriously unbalanced or front loaded in relation to the Employer's estimate of the items of work to be performed under the Contract, the Employer may require the tenderer to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the relationship between those prices, proposed construction methods and schedules. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in clause 29 be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful tenderer under the Contract.

26.6 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding provisional sums to a non-indigenous sub-contractor.

26.7 Preference where allowed in the evaluation of tenders shall not exceed 15%.

26.8 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

26.9 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

26.10 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

26.11 Poor past performance shall not be used as an evaluation criteria unless specifically provided for in the appendix.

27 AWARD OF CONTRACT

Award Criteria

27.1 Subject to Sub-clause 27.2, the Employer will award the Contract to the tenderer whose tender is determined to be substantially responsive to the tender documents and who has offered the lowest evaluated tender price subject to possessing the capability and resources to effectively carry out the Contract Works as required in Sub-clause 2.1 and 2.2 here above.

27.2 The Employer reserves the right to accept or reject any tender, and to annual the tendering process and reject all tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected tenderers or any obligation to inform the affected tenderers of the grounds for the Employer's action.

28 Notification of Award

28.1 Prior to the expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer by cable, telefax or telex and confirmed in writing by registered letter that his tender has been accepted. This letter (hereinafter and in all Contract documents called "Letter of Acceptance") shall name the sum (hereinafter and in all Contract documents called "the Contract Price") which the Employer will pay to the Contractor in consideration of the execution and completion of the Works as prescribed by the Contract.

28.2 At the same time that the Employer notifies the successful tenderer that his tender has been accepted, the Employer shall notify the other tenderers that the tenders have been unsuccessful.

28.3 Within fourteen [14] days of receipt of the Form of Contract Agreement from the Employer, the successful tenderer shall sign the form and return it to the Employer together with the required Performance Security.

28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

29 Performance Guarantee

29.1 Within twenty eight [28] days of receipt of the notification of award from the Employer, the successful tenderer shall furnish the Employer with a Performance Security in the amount stated in the Appendix to Instructions to Tenderers and in the format stipulated in the Conditions of Contract.

29.2 The Performance Security to be provided by the successful tenderer shall be an unconditional Bank Guarantee issued at the tenderer's option by a reputable Bank approved by the Employer and located in the Republic of Kenya and shall be divided into two elements namely, a performance security payable in foreign currencies (based upon the exchange rates determined in accordance with clause 60(5) of the Conditions of Contract) and a performance security payable in Kenya Shillings. The value of the two securities shall be in the same proportions of foreign and local currencies as requested in the form of foreign currency requirements.

29.3 Failure of the successful tenderer to lodge the required Performance Security shall constitute a breach of Contract and sufficient grounds for the annulment of the award and forfeiture of the Tender Security and any other remedy under the Contract. The Employer may award the Contract to the next ranked tenderer.

30 Advance Payment

An advance payment, if approved by the Employer, shall be made under the Contract, if requested by the Contractor, in accordance with clause 60(1) of the Conditions of Contract. The Advance Payment Guarantee shall be denominated in the proportion and currencies named in the form of foreign currency requirements. For each currency, a separate guarantee shall be issued. The guarantee shall be issued by a Bank located in the Republic of Kenya, or a foreign Bank through a correspondent Bank located in the Republic of Kenya, in either case subject to the approval of the Employer.

31 Corrupt or fraudulent practices

31.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

SECTION III APPENDIX TO INSTRUCTIONS TO TENDERERS

Notes on the Appendix to Instructions to Tenderers

The following appendix to instructions to tenderers shall complement or amend the provisions of the instructions to tenderers (Section II). Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
7	Addenda issued by the Authority shall form part of this tender document
13	Tender Security shall not be required. Bidders shall submit a duly filled, signed and stamped Tender –Securing Declaration Form.
16 & 17 & 20	Tenders shall be submitted in **a two envelope system (Envelope A - Technical Submission** and **Envelope B - financial Submission).** The tender prepared by the tenderers shall comprise of a Technical submission **"Envelope A"** and a financial submission **"Envelope B" sealed in two separate envelopes clearly marked Envelope A and Envelope B.** Envelope A – Shall contain **NO** indication of the tender price or other financial information of the bid. The two sealed envelopes shall then be sealed in an **outer envelope** bearing the tender number and name and a statement ' **DO NOT OPEN BEFORE 1000HOURS ON TUESDAY 25TH SEPTEMBER 2018.** **Only tenders that are responsive to the mandatory requirements and have attained the passmark of 75% in the technical evaluation shall have their financial submissions opened.** The tender submission: 1. Shall have a table of contents page clearly indicating Sections and Page Numbers **(Mandatory).** 2. Shall have pages in the whole document numbered in the correct sequence including all appendixes and attachments **(Mandatory).** 3. Shall be firmly bound and should not have any loose pages. Spiral binding and files (spring and box) are not acceptable (**Mandatory**).

4. Shall be signed (where signatures are required) by a duly authorized representative as evidenced by a Power of Attorney (**Mandatory).**

5. Shall be submitted in **one** original and **two** copies of the original (**Mandatory).**

Note: Noncompliance with any MANDATORY requirement will automatically result in disqualification.

Envelope A shall contain the Technical submission and shall be clearly marked **"Envelope A – Technical Submission".**

The **Technical submission** shall contain the following documents; clearly marked and arranged in the following order; -

i. Particulars of Tendering Company including:
   a. the Company background/profile (**Mandatory).**
   b. Postal and physical address of the business (**Mandatory**).
   c. Email address (**Mandatory**).
   d. Certificate of Registration/Incorporation (**Mandatory**).
   e. Valid and Current Tax Compliance or Tax Exempt Certificate from Kenya Revenue Authority where the business operations of tenderer are domiciled (**Mandatory**).
   f. PIN Number of the Company
   g. CR12 Letter from Registrar of Companies to show names of Directors of the tendering company (in case of a company), /Name of Proprietor (for Sole Proprietor and Business Name) and/or Names of Partners (for Partnerships) – as applicable (**Mandatory**).
   h. National ID Copies for owner (s) of the tendering company (**Mandatory**).

ii. A valid and current County Business Permit (**Mandatory**).

iii. Valid and current Certificate of Registration in a target group issued by the National /County Treasury (AGPO Certificate) (**Mandatory**).

iv. Duly filled, signed and stamped Tender–Securing Declaration Form (**Mandatory**).

v. Duly filled, signed and stamped Confidential Business Questionnaire (**Mandatory**).

vi. Duly filled, signed and stamped Declaration Form (**Mandatory**).

	vii. Duly filled, signed and stamped Anti-Corruption Declaration Commitment/ Pledge (**Mandatory**). viii. Valid and current annual practicing license of the tenderer from National Construction Authority **(Mandatory).** ix. Valid and current Registration with National Construction Authority Class NCA6 and below (that is NCA6, NCA7 and NCA8) in building works. **(Mandatory).** x. Written undertaking that the tenderer shall submit only one tender/bid and will not be associated or jointly be associated with any other bidder that submits a bid in this tender. **(Mandatory).** **Note:** Submission of more than one bid includes situations where participating bidders in this tender are associated, have controlling interests or management control in competing bids. In such a case, bids shall be disqualified. A bidder/tenderer that is found culpable shall be disqualified and recommended for debarment. xi. Qualification Information Statement indicating that the bidder (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm, any of its affiliates, or sub consultant(s), including individuals, staff of Kenya Ports Authority or their relatives. **(Mandatory)** **Note:** Any form of association with the tenderer shall be declared in writing. A bid that is found culpable shall be disqualified and recommended for debarment. xii. Experience in previous and/or on-going works of a similar nature and size for at least three years. Bidders **MUST** provide the Contract Prices and copies of Completion or Final Certificates for the contracts, names and addresses of clients who may be contacted for further information on these contracts for each of the works provided to be considered. xiii. Major items of construction equipment proposed to carry out the Contract and detail of whether they are owned, leased or to be hired (provide evidence of ownership/ lease). xiv. Qualification and experience of at least two key site management / technical personnel and their CVs and copies of certificates: a) Qualification of Site Manager should be at a minimum of the following:

	• At least 3 years' experience • Minimum of Diploma in Civil/ Building and other relevant field b) Qualification of Site foremen should be at a minimum of the following: • At least 5 years experience • Minimum Trade Test Class 1 Certificate xv. Written undertaking in bidder's letter head that the staff and major equipment / plant proposed shall be available for the entire duration of the contract **(Mandatory).** xvi. Tenderer's certified copies of Audited Financial reports for at least last two years 2015 & 2016 or 2016 & 2017. xvii. Commitment letter addressed to the Kenya Ports Authority Managing Director /Head of Procurement stating that the bidder shall at all times observe port safety requirements **(Mandatory).** xviii. Duly filled and completed Details of Sub Contractor Information Form along with accompanying information as follows if applicable (Bidders shall be required to state if this requirement does/does not apply to their bid): **(Mandatory).** a. Evidence of works of similar nature and size for at least one year for each Sub Contractor b. CVs of the technical staff for each Subcontractor c. Copies of Certificate of Registration for each Subcontractor with National Construction Authority. xix. Written undertaking that the Subcontractors proposed will be available for the whole duration of the contract **(Mandatory).** **Envelope B** shall contain: - i. Completed Form of Tender ii. Priced Bills of Quantities **Technical Evaluation Criteria:** Technical proposals shall be subjected to the following evaluation criteria: i. Experience in previous and on-going works of a similar nature and size for at least three consecutive years **(30 marks).**

	a. ≥ 3 years - 30 marks b. 2 to 1 year - 20 marks c. Below 1 year - 10 marks *Bidders **MUST** provide the Contract Prices and copies of Completion or Final Certificates, names and addresses of clients who may be contacted for further information on these contracts for each of the works provided to be considered* ii. Major items of construction equipment proposed to carry out the Contract and detail of whether they are owned, leased or to be hired ***(provide evidence of ownership/ lease)*** **(20 marks)**. Including but not limited to the following equipment: a. Concrete Mixer b. Hoist c. Vibrator d. Transport i.e pick up, truck e.t.c e. Tile cutter f. Grinder g. Hand held drills h. Compressor i. Pipe wrench j. PPR jointing machine iii. Qualification and experience of at least two key site management / technical personnel and their CVs and copies of certificates **(40 marks)** : a) Qualification of Site Manager should be at a minimum of the following: • At least 3 years experience **(10 marks)** • Minimum of Diploma in Civil/ Building and other relevant field **(10 marks)** b) Qualification of Site foremen should be at a minimum of the following: • At least 5 years experience **(12 marks)** • Minimum Trade Test Class 1 Certificate **(8 marks)** ➢ **Full marks for meeting requirement** ➢ **Zero (0) marks for not meeting requirement** iv. Certified copies of Audited Financial reports for the last two years 2015 & 2016 or 2016 & 2017 **(10 marks)**.

	Only tenders that are responsive to the mandatory requirements and have attained the pass mark of 75% in the technical evaluation shall have their financial submission opened. NOTE: Bidders that provide false information shall be automatically be disqualified and recommended for debarment pursuant to clause 41(d)of Public Procurement and Asset Disposal Act, 2015. The Authority may resort to seeking verification on authenticity of information submitted by bidders from relevant agencies and institutions.
27	Award of tender shall be to the lowest evaluated bidder. Lowest evaluated bidder is one that has passed all mandatory requirements, has scored 75% and above in the technical evaluation and has the lowest quoted price.

SECTION IV CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

The Conditions of Contract, shall be those published by;

APRIL, 1999 Edition

'Agreement and Conditions of Contract for Building Works'

APPENDIX TO CONDITIONS OF TENDER

Item	Clause	Data
Percentage to cover professional fees (for insurance purpose only)	13.1	NIL
Name of Contractor's surety	16.1	A Bank
Amount of surety	16.1	2% of the value of work allocated
Name of employers surety	16.2	N/A
Amount of surety	16.2	1% of the value of work allocated
Period of submission of programme	18.1	7 Days after award of contract.
Period for possession of site	20.1	To be agreed on award
Contract period	20.2	As stated in the Contract
Date for commencement of works	20.2	To be agreed on award
Date for practical completion	20.2	To be determined by the commencement date and contract period
Name of the bank for purpose of interest	31.14	Central Bank of Kenya

calculation	32.4.5 34.6	
Interval for application of payment certificates	34.1	N/A
Minimum amount of payment certificate	34.4	As per valuation
Percentage of certified value retained	34.12	10%
Limit of retention fund	34.12	5%
Periods for release of interest on retention money to the contractor	34.15	N/A
Period of final measurement and valuation	34.17	Within three month after practical completion
Defects liability period	41.6	Six months after practical completion

Signed by the said:

EMPLOYER **CONTRACTOR**

The following should be carried out before, during and after the contract

i. Site specific induction to be provided by KPA safety officer
ii. The contractor to induct his/her employees and subcontractors about the safety plan for this job
iii. Have appropriate isolation barriers been put in place and appropriate signage.
iv. The contractor agree to provide adequate supervision for all their workers
v. The contractor to secure vehicles, equipment and materials during and after work
vi. The contractor to dispose of rubbish, debris and waste appropriately and without risk

Completion Certificate

To be issued after end of contract review meeting attended by the following:

Contractor; Parent Department Representative; Port Environment Officer; Project Engineer; Safety Officer and any other interested party.

S/No		Name of Representative	Date	Signature
1.	Contractor ----------			
2.	Parent Department ----------			
3.	Port Environment			
4.	Project Engineer			
5.	Safety Officer			
6.	Other Parties			

SECTION VI – SPECIFICATIONS
(Refer to BoQ)

SECTION VII BILLS OF QUANTITIES

See attached Bills of Quantities.

SECTION VIII - STANDARD FORMS

FORM OF TENDER

TENDER NO. KPA/011/2018-19/CSI – CONSTRUCTION OF LIBRARY BLOCK AT DR. KRAPF SECONDARY SCHOOL, KILIFI COUNTY

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

_____*[Name of Contract]*

Dear Sir,

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

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.

3. We agree to abide by this tender until _____*[Insert date],* and it shall remain binding upon us and may be accepted at any time before that date.

4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____20_____

Signature _____in the capacity of_____

duly authorized to sign tenders for and on behalf of _____*[Name of Employer]*
of_____*[Address of Employer]*

Witness; Name_____

Address_____

Signature_____

Date_____

FORM OF TENDER SECURITY (For Information Only)

TENDER NO. KPA/011/2018-19/CSI – CONSTRUCTION OF LIBRARY BLOCK AT DR. KRAPF SECONDARY SCHOOL, KILIFI COUNTY

BY THIS SECURITY WE. (hereinafter called "The Tenderer") and .....
(Bank) whose registered office is at
.....(hereinafter called "the Surety") are held and firmly bound unto Kenya Ports Authority (hereinafter called "the Authority") in the sum of .....(KShs.....) for the payment of which sum the Tenderer and Surety bind themselves, their successors and assigns jointly and severally by these presents.

Sealed with our respective seals and dated this .....day of 2018.

WHEREAS

The Authority has invited the Tenderer and other persons to complete Tenders in similar terms for the **TENDER NO. KPA/011/2018-19/CSI – CONSTRUCTION OF LIBRARY BLOCK AT DR. KRAPF SECONDARY SCHOOL, KILIFI COUNTY**

1. (hereinafter called "the Works") and submit the same for consideration by the Authority.

2. The Tenderer proposes to submit to the Authority a Tender (hereinafter called "the Tender") in accordance with such invitation and by the above written Security, to provide security for the due performance by him of the undertakings and obligations in the Tender on his part contained.

NOW THE CONDITIONS of the above-written Security are such that:

(a) If the Tenderer withdraws his Tender during the period of validity specified in the Form of Tender; or,
(b) If the Tenderer refuses to accept the correction of errors in his Tender; or,
(c) If the Tenderer having been notified of the acceptance of his Tender by the Authority during the period of Tender validity;
   i) Fails to execute the Contract Agreement
   ii) Fails to furnish the Performance Security or Guarantee, in accordance with the Contract, within the time limits set in the Instructions to Tenderers,

we undertake to pay the Authority an amount not exceeding the sum stated above on receipt of its first written demand, without the Authority having to substantiate its demand.

This guarantee will remain in force up to and including thirty (30) calendar days after the period of Tender validity including any extensions thereof, and any demand in respect thereof should reach the Surety not later than the above stated date.

The common seal of .....(the Tenderer) was hereunto affixed in the presence of:

Signature.....

Name.....

In the capacity of.....

The common seal of .....(the Surety) was hereunto affixed in the presence of:

Signature.....

Name.....

In the capacity of.....

Tender Securing Declaration Form (MANDATORY)

[*The Bidder shall complete in this Form in accordance with the instructions indicated*]

Date: [*insert date (as day, month and year) of Bid Submission*]

Tender No. [*insert number of bidding process*]

To: [*insert complete name of Purchaser*]

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of 24 months or 2 years] starting on [insert date (*date of notification by KPA*], 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 by us in the Bidding Data Sheet; or

   (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.

3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Tender.

4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bi, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: [*insert signature of person whose name and capacity are shown*] in the capacity of [*insert legal capacity of person signing the Bid Securing Declaration*]

Name: [*insert complete name of person signing the Bid Securing Declaration*]

Duly authorized to sign the bid for and on behalf of: [*insert complete name of Bidder*]

Dated on ..... day of ..... [*Insert date of signing*]

FORM OF PERFORMANCE SECURITY

(To be filled by successful Tenderer Only)

TENDER NO. KPA/011/2018-19/CSI – CONSTRUCTION OF LIBRARY BLOCK AT DR. KRAPF SECONDARY SCHOOL, KILIFI COUNTY

TO: Kenya Ports Authority
P. O. BOX 95009
M O M B A S A.

Dear Sir(s)

With reference to your Agreement with

_____

For the **TENDER NO. KPA/011/2018-19/CSI – CONSTRUCTION OF LIBRARY BLOCK AT DR. KRAPF SECONDARY SCHOOL, KILIFI COUNTY** dated ..... and at their request we hereby undertake to hold at your disposal the sum of up to KShs ....(in words) Only, which we shall pay to you without any reference to, and in spite of any contestation by the said Messrs..... immediately on your demand being made to us in writing by ordinary or registered post or by hand at our offices , stating that Messrs .....have not fulfilled the terms and conditions of their above mentioned contract and you claim payment under this Security. Any claim under this Security should be received by us on or before the ....after which date our aforesaid Security shall cease and be of no effect and must be returned to us
Signed Sealed and Delivered by the said _____

In the presence of: _____

Date:_____

FORM OF CONTRACT AGREEMENT (For information only)

TENDER NO. KPA/011/2018-19/CSI – CONSTRUCTION OF LIBRARY BLOCK AT DR. KRAPF SECONDARY SCHOOL, KILIFI COUNTY

THIS AGREEMENT, made this.....day of.....2016 between the **KENYA PORTS AUTHORITY,** a body corporate established under the Kenya Ports Authority Act (Cap. 391) Laws of Kenya, P. O. Box 95009-80104, Mombasa, hereinafter called the "Employer" of the one part and _____, a limited liability company incorporated under the Companies Act (Cap.486) Laws of Kenya, P. O. Box _____, hereinafter called the "Contractor" of the other part.

WHEREAS, Tenders have been received by the Employer for the **TENDER NO. KPA/011/2018-19/CSI – CONSTRUCTION OF LIBRARY BLOCK AT DR. KRAPF SECONDARY SCHOOL, KILIFI COUNTY**

Tender No. **TENDER NO. KPA/011/2018-19/CSI – CONSTRUCTION OF LIBRARY BLOCK AT DR. KRAPF SECONDARY SCHOOL, KILIFI COUNTY** at the Port of Mombasa, including allied structures and remedying of any defects therein and the Tender of the Contractor for the said contract has been accepted by the Employer.

THEREFORE, for and in consideration of the promises, covenants, and agreements hereinafter contained and to be performed by the parties hereto, the said parties hereby covenant and agree as follows:-

1. In consideration of the covenants and agreements to be kept and performed by the Contractor and completion of the Works according to the Specifications and Conditions herein contained, the Employer shall pay and the Contractor shall receive and accept as full compensation for everything furnished and done by the Contractor under this Agreement, the Contract Price, (State Currency) _____, stipulated in the Letter of Acceptance, at the times and in the manner prescribed by the Conditions of Contract.
2. Said Works shall be started on the Commencement Date and the Contractor shall fully complete the Works within _____weeks.
3. In this Agreement the words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
4. The following documents shall be deemed to form, and be read and construed, as part of this Agreement:

a) This Contract Agreement,
b) The Letter of Acceptance,
c) Form of Tender,
d) Appendix to Tender,
e) Performance Security,
f) FIDIC Conditions of Contract For Construction First Edition 1999,
g) Conditions of Particular Application
h) Works Programme
i) Bill of Quantities,
j) Specifications,
k) Kenya Ports Authority Health, Safety and Environment Policy,
l) The Confidential Business Questionnaire,
m) The Tender Questionnaire,
n) The Declaration Form.

IN WITNESS WHEREOF, the Parties have hereto have executed this contract in four (4) counterparts, as of the day and year herein above set forth.

Signed By:)
)
For and on behalf of) .....
KENYA PORTS AUTHORITY) **MANAGING DIRECTOR**
)
In the presence of: -)
Name .....)
Designation .....)
Signature .....)
)
Signed By: .....)
For and on behalf of) .....
_____) **MANAGING DIRECTOR**
Contractor)
In the presence of: -)
Name ..... .)

Designation ..... .)

Signature .....)

CONFIDENTIAL BUSINESS QUESTIONNAIRE - (MANDATORY)

TENDER NO. KPA/011/2018-19/CSI – CONSTRUCTION OF LIBRARY BLOCK AT DR. KRAPF SECONDARY SCHOOL, KILIFI COUNTY

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

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

Part 1 – General

Business Name: .....

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

Plot No..... Street/Road .....

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

Nature of Business.....

Current Trade License No..... Expiring date.....

Maximum value of business which you can handle at any time: (State Currency) .....

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

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

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

*Citizenship details .....

Part 2 (b) – Partnership

Give details of partners as follows:

	Name in full	Nationality	Citizenship Details	Shares
1				
2				

3.....

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

Nominal (State Currency)
.....

Issued (State Currency)
.....

Give details of all directors as follows:

Name in full . Nationality. Citizenship Details*. Shares.

1.
.....

2.
.....

3.
.....

4.
.....

Part 2(d) – Interest in the Firm:

Is there any person / persons in ....(Name of Employer) who has interest in this firm? Yes/No.....(Delete as necessary)

I certify that the information given above is correct.

.....	.....	.....
(Title)	(Signature)	(Date)

DECLARATION FORM ON PARTICIPATION IN PUBLIC PROCUREMENT (MANDATORY)

TENDER NO. KPA/011/2018-19/CSI – CONSTRUCTION OF LIBRARY BLOCK AT DR. KRAPF SECONDARY SCHOOL, KILIFI COUNTY

Date _____

To Kenya Ports Authority
P. O. BOX 95009
M O M B A S A.

The tenderer i.e. (name and address)_____

declare the following:

1. Has not been debarred from participating in public procurement.

2. Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

_____

Title Signature Date

UNDERTAKING BY TENDERER ON ANTI – BRIBERY POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

1. Each Tenderer must submit a statement, as part of the Tender documents, in the given format which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the Tendering company and, where relevant, of its subsidiary in the Kenya. If a Tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.

2. Tenderers will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the Tenderer may cover the subcontractors and consortium partners in its own statement, provided the Tenderer assumes full responsibility.

3.
   a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
   b) Each Tenderer will make full disclosure in the Tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the Tender and, if successful, the implementation of the contract.
   c) The successful Tenderer will also make full disclosure [quarterly or semi- annually] of all payments to agents and other third parties during the execution of the contract.
   d) Upon completion of the performance of the contract, the successful Tenderer will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that they are sufficient to establish the legitimacy of the payments made.
   e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
4. Tenders which do not conform to these requirements shall not be considered.

5. If the successful Tenderer fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:

   a) Cancellation of the contract;
   b) Liability for damages to the procuring entity and/or the unsuccessful competitors in the tendering process.
6. Tenderers shall make available, as part of their Tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their general or project-specific Compliance Program.
7. The Government of Kenya has made special arrangements for adequate oversight of the procurement process and the execution of the contract, and has invited civil society and other competent Government Departments to participate in the oversight. Those charged with the oversight responsibility will have full access to all documentation submitted by Tenderers for

this contract, and to which in turn all Tenderers and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a Tenderer may be disclosed to another Tenderer or to the public).

ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE FORM

TENDER NO. KPA/011/2018-19/CSI – CONSTRUCTION OF LIBRARY BLOCK AT DR. KRAPF SECONDARY SCHOOL, KILIFI COUNTY

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We .....

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender name.....

Tender No .....

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory.....

DETAILS OF SUB-CONTRACTORS

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

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet:
.....

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

.....

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

.....

.....

(2) Portion of Works to sublet: .....

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

.....

.....

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

.....

_____ _____

[Signature of Tenderer) Date

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

_____

_____

To:_____

_____

_____

_____

RE: Tender No._____

Tender Name_____

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

_____

_____

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

   *(FULL PARTICULARS)*_____

   _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT *(Procuring Entity)*

Request for review of the decision of the..... (*Name of the Procuring Entity)* of .....dated the...day of .....20.....in the matter of Tender No.....of .....20...

REQUEST FOR REVIEW

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

1.

2.

etc.

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

1.

2.

etc

SIGNED ..... (Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Substructure works				
	Excavation and earthworks				
1	Clear site of all shrubs and bushes including grubbing up roots and disposing them.	290	SM		
2	Excavate to reduce levels commencing from ground floor and not exceeding 1.5 meters deep.	80	CM		
3	Excavate surface to remove vegetable soil average 150 mm deep and load to cart away from site	290	SM		
4	Excavate trench to receive foundation commencing from stripped level and not exceeding 1.5m deep	120	CM		
5	Ditto in pits to receive pier bases.	52	CM		
6	Return, fill and rum suitable excavated materials on foundations	143	CM		
7	Load, cart and spread on site extra excavated materials.	34	CM		
8	Approved hardcore fill in three layers each not exceeding 100 mm thick well watered and compacted.	134	CM		
9	Approved imported material for filling and making up levels, filled in layers and compacted to 95% MDD.	50	CM		
10	50 mm thick murram blinding on ditto.	290	SM		
11	Approved insecticide treatment to surface of excavations	290	SM		
12	500-gauge approved polythene sheeting laid on blinded hardcore.	290	SM		
	Vibrated reinforced concrete class 25/20 in:				
13	Foundation strip.	15	CM		
14	Column base.	10	CM		
15	Ground beam.	12	CM		
16	Column upto base slab.	4	CM		
17	150 mm thick ground floor slab.	290	SM		
	Reinforcement				
	Reinforcement bars as described including cuting to size, bending, hoisting, spacer blocks and tying wires:				
18	16 mm HT bars.	550	KG		
19	12 mm HT bars.	480	KG		
20	10 mm HT bars.	650	KG		
21	8 mm HT bars.	465	KG		
22	8 mm MS bars.	450	KG		
23	Type A 69 BRC mesh laid in one layer with 100 mm overlaps.	290	SM		
	CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Substructure works cont'd				
	Formwork				
	Sawn formwork to:				
1	Sides of ground beam	88	SM		
2	Edges of slab 75 - 150 mm high.	114	LM		
	Walling				
3	200 mm thick hand dressed natural quarry stone block walling in cement/sand mix 1:3.	234	SM		
4	Extra over ditto in 300 x 200 piers.	34	LM		
5	225 mm wide damp proof course laid in one layer.	105	LM		
	CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Superstructure works				
	Vibrated reinforced concrete class 25/20 in:				
1	Ring beam.	9	CM		
	Reinforcement				
	Reinforcement bars as described including cuting to size, bending, hoisting, spacer blocks and tying wires:				
2	12 mm HT bars.	420	KG		
3	8 mm MS bars.	324	KG		
	Formwork				
	Sawn formwork to:				
4	Sides and soffits of ring beam.	94	SM		
	Walling				
5	200 mm thick hand dressed natural quarry stone block walling in cement/sand mix 1:3.	384	SM		
6	100 mm ditto.	8	SM		
7	Extra over ditto in 300 x 200 piers.	78	LM		
	Roof structure				
	Roof truss				
	The following in treated cypress:				
8	150 x 50 mm timber in wall plate, rafters, struts, ties and ceiling joists.	1250	LM		
9	75 x 50 mm timber in purlins.	512	LM		
10	225 x 25 mm timber in fascia and berge board.	124	LM		
	Roof covering				
11	28 Gauge Pre-painted corrugated roofing sheets fixed with and including steel roof nails complete with washers and plastic caps.	424	SM		
12	Ditto in standard ridge capping.	42	LM		
	CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Steel columns (Verandah)				
1	100 mm diameter galvanized steel columns class B grouted on floor slab and including base plate and holding down bolts.	6	LM		
2	125 x 75 x 8 mm angle plates of 100 mm long welded onto steel columns to support tie beam.	2	NO		
3	100 x 50 mm timber tie beam placed on ditto.	8	LM		
4	12 mm diameter bolts 75mm long with nuts and washers	4	NO		
	Windows				
5	150 x 50 mm hardwood (mvule) window frame.	274	LM		
6	16 mm dia mild steel bars in heavy gauge pvc conduits fixed onto window frames as burglar proofing.	422	LM		
7	Size 2100 x 1200 window grill comprising 38 x 25 x 1.5 mm thick RHS steel framework filled with 16 mm diameter MS bars spaced diagnally at 150 mm centers.	24	NO		
	Anodised aluminium Adjustable louvers carrier set, in:				
8	1152 mm jamb with 150 mm clips for 8 number blades.	96	NO		
	Glazing				
9	150 x 5 mm thick clear glass louver panes with ground edges set in clips.	422	LM		
	Doors				
10	150 x 50 mm hardwood door frame (mvule) with two labours plugged.	28	LM		
11	16 mm dia mild steel bars in heavy gauge pvc conduits fixed onto door frame lantern.	20	LM		
12	2050 x 900 x 45 mm thick hardwood (mvule) timber paneled door with pannels worked on solid.	2	NO		
13	Ditto size 1800 x 2050 high double door in equal leafs ditto.	1	NO		
14	Size 1800 x 2400 mm door grill comprising 38 x 25 x 1.5 mm thick RHS steel framework filled with 16 mm diameter MS bars spaced diagnally at 150 mm centers.	1	NO		
	CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Ironmongery				
1	3-Lever rebated mortice lock as 'Union' or equally approved.	1	N0		
2	3-Lever mortice lock as 'Union' or equally approved.	2	N0		
3	100 mm brass butt hinges.	6	Prs		
4	150 mm brass barrel bolt.	4	N0		
5	20 mm diameter plastic door stop fixed on floors with rawl bolt.	4	N0		
6	Approved plastic signage screwed on door shutter.	3	N0		
	Electrical installation:				
	Supply and install electricals as described all wiring in E.A cables and accessories as made in England.				
	Lighting points				
7	Lighting point wired in 1.5 mm^2 S.C PVC cable drawn in 20 mm diameter PVC heavy gauge conduit including all accessories but excluding luminaire.	16	N0		
8	Power point wired in 2.5 mm^2 S.C PVC cable drawn in 25 mm diameter PVC heavy gauge conduit including all accessories but excluding luminaire.	4	N0		
	Switch gear				
9	6 way 60 amps SPN type B distribution board with 60 amps integral isolator.	1	N0		
10	15 amps SPN MCB.	2	N0		
11	10 amps SPN MCB.	2	N0		
12	5 amps SPN MCB.	2	N0		
13	80 amps KBMG.	1	N0		
	Lighting points and Luminaires				
14	5 amps two way double gang wall switch.	6	N0		
15	Ditto one way double gang wall switch.	2	N0		
16	13 amps socket outlet.	4	N0		
17	4 ft' single fluorescent light fitting complete.	16	N0		
	Others				
18	Copper earth rod plugged to ground including 10.0 m2. earth cable.	1	N0		
	Builders work				
19	Allow a sum for builders works in connection to electrical works.	Item	Sum		
	CARRIED TO COLLECTION				

ITEM NO.	DESCRIPTION	QTY	UNIT	RATE SHS.CTS	AMOUNT SHS.CTS
	Finishes				
	Floor				
1	32 mm "Lamu floor screed" in cement/sand/lime finished hard and smooth with steel trowel.	290	SM		
2	Ditto in 100 x 20 mm thick skirting.	110	LM		
	Wall				
3	15 mm "Lamu plaster" in cement/sand/lime.	608	SM		
4	15 mm "Lamu render" in cement/sand/lime.	324	SM		
	Painting and decoration				
	Prepare surfaces and apply one undercoat and two finishing coats gloss paint on:				
5	Timber general surfaces.	20	SM		
6	Surfaces of timber 100 - 200 mm girth.	310	LM		
7	Surfaces of timber 200 - 300 mm girth.	104	LM		
8	General surfaces of metal.	70	SM		
	CARRIED TO COLLECTION				
	COLLECTION From Page: DR. KRAPF SEC SCH. - /01 From Page: DR. KRAPF SEC SCH. - /02 From Page: DR. KRAPF SEC SCH. - /03 From Page: DR. KRAPF SEC SCH. - /04 From Page: DR. KRAPF SEC SCH. - /05 From Page: DR. KRAPF SEC SCH. - /06				
	TOTALS CARRIED TO SUMMARY				
	GRAND SUMMARY				
	Preliminaries				
	Schedule of work and rates				
	Allow for a clerk of works for three months @ 45,000 per month				
	Sub - total 1				
	Add 10% Contigency				
	Sub - total 2				
	Add 16% of sub total 2				
	CARRIED TO FORM OF TENDER				