

KENYA MARINE AND FISHERIES RESEARCH INSTITUTE



TENDER NOTICE

TENDER. No. KMF/HQs/22/2020-2021:

TENDER FOR PROVISION OF SERVICES FOR DESLUDGING SEPTIC TANK AND CONVERSION OF SEPTIC TANK INTO ANAEROBIC BAFFLED REACTOR AT SHIMO LA TEWA PRISON, MTWAPA, MOMBASA COUNTY.

- a. Kenya Marine and Fisheries Research Institute (KMFRI) is a research body established within the provision of Science and Technology Act (1979) Cap 250 charged with the responsibility to undertake research in Marine and freshwater fisheries, aquaculture, environmental and ecological studies and marine research including chemical and physical oceanography, in order to provide scientific data and information for sustainable exploitation, management and conservation of Kenya's fisheries resources and aquatic environment and contribute to National strategies towards food security, poverty alleviation, and creation of employment.
- b. The Director-KMFRI therefore wishes to invite sealed tenders from eligible and qualified bidders for The Provision of services and works for desludging septic tank and conversion of septic tank to anaerobic baffled reactor (ABR) at Shimo La Tewa Prison, at Mtwapa, Mombasa County – **Tender No. KMF/HQS/22/2020-2021** as shown below:

Item No	Item Description	Quantity
1	Tender for Provision of services and works for desludging septic tank and conversion of septic tank to anaerobic baffled reactor (ABR) at Shimo La Tewa Prison, at Mtwapa, Mombasa County	1

- c. Interested firms may obtain tender document with detailed specifications and Evaluation criteria for these assignments from the Chief Officer, Supply Chain Management, KMFRI Mombasa on payment of a non-refundable fee of **Kshs. 1,000.00** or view, inspect and download from KMFRI website: www.kmfri.go.ke at no fee. Enquiries and clarifications can be made via Cell-phone No. 0720374726 /Email address: kmfriprocurement@kmfri.go.ke
- d. Completed Tender documents in plain sealed envelopes marked with the respective "**TENDER Title and Reference Number**" should be addressed to:-

The Director, Kenya Marine and Fisheries Research Institute
East African Time: 0900 to 1500 hours.

Silos Road, English Point - Mkomani

MOMBASA. Email: kmfriprocurement@kmfri.go.ke

Telephone: +254-20-2353904 or +254-20-8041560/1/ +254 020 8021560/1

Tel: +254 41 475154 or +25420 8041560/1, +254 020 8021560/1

OR be deposited into the Tender Box mounted at the entrance of the supplies office of **Kenya Marine and Fisheries Research Institute situated at English point MOSC Wing, Mkomani, Mombasa on or before 29th March 2021 at 10.00 am.**

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend on **29th March 2021 at 10.00 am** in the Institute's Conference Hall – HQS, Mombasa.

e. Qualifications requirements include:

- (a) Certified - financial statements for the last three years (2018, 2019 & 2020) provided. Companies registered within the last one year should submit certified bank statements for at least twelve months or the duration of registration
- (b) Valid tax compliance certificate;
- (c) Valid Single Business Permit from a Local Authority
- (d) Duly completed tender form
- (e) Duly completed price schedule
- (f) Duly completed Mandatory confidential business questionnaire
- (g) Copy Certificate of Incorporation / Registration
- (h) Mandatory Site Visit on **18th March 2021** at Shimo La Tewa Prison, Mtwapa Starting at **10.00 a.m.**
- (i) Certified NEMA Certificates for waste transportation specific to the relevant area. This should be contacted in accordance to NEMA and county government regulations thus the executor must comply with those regulations.
- (j) License from relevant county governments to transport and dump waste to designated dump site
- (k) **Valid** Certificate of Registration by National Construction Authority (NCA) category NCA 5 or above (building and civil works)
- (l) **Must** Provide proof of at least three (3) details of similar works completed in the last Three years, giving details of clients and consultants (Practical Completion Certificates).
- (m) Bidders shall **SEQUENTIALLY SERIALIZE, STAMP and SIGN ALL PAGES** for each tender document submitted failure to which the bidder shall be disqualified
- (n) **Certified** copy of **RECENT** CR12 FORM from registrar of companies.

f. Prices quoted should be net inclusive of all taxes and delivery costs if any, must be expressed in Kenya shillings and shall remain valid for a period of 2 years from the time of signing the contract days from the closing date of the tender and all bids must be accompanied by bid security as follows:

<i>Contract No</i>	<i>Description of the Contract</i>	<i>Qty</i>	<i>Bid Security Amount in KES.</i>
KMF/HQS/22/2020-2021	Tender for Provision of services and works for desludging septic tank and conversion of septic tank to anaerobic baffled reactor at Shimo La Tewa Prison, at Mtwapa, Mombasa County	1	2%

Isack Owiti Kojo Ombwayo – MCIPS, MKISM
 Chief Officer, Supply Chain Management
For: DIRECTOR/KMFRI

12th March, 2021

SECTION II

INSTRUCTIONS TO TENDERERS

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2.1 Eligible tenderers

2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3. Tenderers shall provide the qualification information statement that the tenderer (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 or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

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

2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=. Where the tenderers download documents from KMFRI website, there shall be no cost.

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

2.4 The Tender documents

2.4.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents which it receives no later than **seven (7) days** prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.4.2. 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

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by email and such amendment will be binding on them.

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following Components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.9.5 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

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

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount Specified in the Appendix.

2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Public Procurement Oversight Authority.

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form;

or

- (b) In the case of a successful tenderer, if the tenderer fails:

- (i) To sign the contract in accordance with paragraph 30

Or

(ii) To furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for One twenty (120) days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

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

The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the invitation to tender
- (b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE **29th March, 2021 at 10.00 am.**”

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **29th March, 2021 at 10.00 am**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.17 Modification and withdrawal of tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tender’s is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer

on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

2.17.6 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.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **29th March, 2021 at 10.00 am**. And in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words shall prevail.

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) ***Deviation in payment schedule.***

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within Thirty (30) days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

(d) Shall not be debarred from participating in public procurement.

2.23. Contacting the procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract a) Post qualification

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 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.

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 **Signing of Contract**

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within **fifteen (15) days** of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return **it** to the Procuring entity.

2.26.3 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.

2.27 **Performance Security**

2.27.1 Within **fifteen (15) days** of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 **Corrupt or Fraudulent Practices**

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during 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.

2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to instructions to tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. 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
2.1.1	This Invitation for Tender is <i>OPEN TO ELIGIBLE BIDDERS (OPEN TO ALL)</i> .
2.12.2	Tender security is required for this tender. Shall be duly filled and shall be valid for 120 days beyond tender validity period from the tender closing date.
2.13.1	Tender validity shall be 150 days from tender closing date.
2.15.1	The Tenderer shall prepare one Original of the Tender , The Tenderer MUST ensure Sequential pagination/serialization of all pages in the tender document, Sec.74.1.i. of the PPADA, 2015.
2.18.1	Tender closing date will be on 29th March, 2021 at 10.00 am. Tender will be opened on 29th March, 2021 at 10.00am
EXECUTIVE ORDER NO.2	As per executive order no 2. Effective 1 st July 2018 all Public Procuring Entities shall maintain and continuously update and publicize through the website of the Public procuring Entity, eCitizen, Public Procurement Regulatory Authority platforms, public notice boards and /official Government publications. In compliance to the above the following list shall be a mandatory requirement : <ul style="list-style-type: none"> a. Name of supplier b. Registration details (ID/Registration/Incorporation Number) c. PIN Number d. List of directors, shareholders and beneficial owners(in case of a company)

	<ul style="list-style-type: none"> e. Name of proprietor (for sole proprietor and business name) f. Name of partners (for partnerships) g. Business contact information (Telephone and Email Address) h. Postal Address i. Physical address j. Tax compliance status k. Business permit /License number. l. County of Operations
2.22.4	The following shall be the evaluation Criteria

	<p>A) Mandatory Requirements may include but not be limited to the following:</p> <ul style="list-style-type: none"> ➤ Duly completed tender form ➤ Duly completed price schedule ➤ Duly completed Mandatory confidential business questionnaire ➤ Copy Certificate of Incorporation / Registration ➤ Mandatory Site Visit on 18th March 2021 at SHIMO LA TEWA PRISON, MTWAPA, MOMBASA COUNTY Starting at 10.00 a.m. ➤ Certified NEMA Certificates for waste transportation specific to the relevant area. This should be contacted in accordance to NEMA and county government regulations thus the executor must comply with those regulations. ➤ License from relevant county governments to transport and dump waste to designated dump site (where applicable). ➤ Self-Declaration That The Person/Tenderer Is Not Debarred In The Matter Of The Public Procurement And Asset Disposal Act 2015 ➤ Self-Declaration That The Person/Tenderer Will Not Engage In Any Corrupt Or Fraudulent Practice. ➤ Valid Certificate of Registration by National Construction Authority (NCA) category NCA 6 or above (building and civil works) ➤ Must Provide at three (3) proof of details of similar works completed in the last Three years, giving details of clients and consultants (Practical Completion Certificates). ➤ Bidders shall SEQUENTIALLY SERIALIZE, STAMP and SIGN ALL PAGES for each tender document submitted failure to which the bidder shall be disqualified ➤ Certified copy of RECENT CR12 FORM from registrar of companies ➤ Certified - financial statements for the last three years (2018, 2019 & 2020) provided. Companies registered within the last one year should submit certified bank statements for at least twelve months or the duration of registration <p>B) Technical Evaluation Requirements</p> <ul style="list-style-type: none"> ➤ Bidders must provide work plan and methodology of how the contract will be carried out. ➤ -Bidder must provide a copy of certified Environmental Safety and Health Policy related to the service tendered for. ➤ Bidders should show prove of ownership or hire of exhauster truck.(lease agreement or sub-contract) ➤ Bidders rates will be evaluated and compared with the prevailing market rates
	<p>C) Financial Evaluation</p> <ul style="list-style-type: none"> □ Technically responsive bidders shall be ranked and the lowest recommended so long as the rates quoted are realistic and with the average market rates
2.27.7	<p>KMFRI may at its own discretion conduct due diligence on the eligible bidders to establish their ability to perform the contract</p>

2. TECHNICAL EVALUATION

The tender document shall be examined based on clause 4 of the Instruction to Tenderers which states as follows:

In accordance with clause 4.4 of Instruction to Tenderers, ‘the tenderers shall provide such evidence of their continued eligibility satisfactory to the Employer as the Employer shall reasonably request’. The tenderers shall be required to fill the Standards Forms provided for the purposes of providing the required information. The tenderers may also attach the required information if they so desire.

The award of points for the STANDARD FORMS considered in this section shall be as shown below:

PARAMETER	MAXIMUM POINTS
I. Form of Tender -----	1.5
II. Tender Questionnaire - -----	2.5
III. Confidential Business Questionnaire -----	2.5
IV. Key personnel - -----	7.5
V. Contract Completed in the last Five (5) years - -----	7.5
VI. Schedules of on-going projects -----	5
VII. Schedules of contractors equipment -----	5
VIII. Audited Financial Report for the last 3 years-----	5
IX. Evidence of Financial Resources -----	5
X. Name, Address and Telephone of Banks (Contractor to provide) -----	2.5
XI. Litigation History-----	1
XII. Sanctity of the tender document as in accordance with clause 5 of	

instruction to tenderer ----- 5

TOTAL 50

The detailed scoring plan shall be as shown in table 1 below: -

TABLE 1:

Item	Description	Point Scored	Max. Point
i	Form of Tender <ul style="list-style-type: none"> ○ Signed and stamped -----1.5 ○ Signed but not stamped or vice versa -----1 ○ Not signed nor stamped----- 0 		1.5
ii	Tender Questionnaire Form <ul style="list-style-type: none"> ○ Completely filled -----2.5 ○ Partially filled ---- -----1.5 ○ Not filled -----0 		2.5
iii	Confidential Business Questionnaire Form. <ul style="list-style-type: none"> ○ Completely filled ----- 2.5 ○ Partially filled ----- 1.5 ○ Not filled ----- 0 		2.5
iv	Key Personnel (Attach evidence)		7.5
	Director of the firm <ul style="list-style-type: none"> ○ Holder of degree or diploma in relevant Engineering field-----2 ○ Holder of certificate in relevant Engineering field-----1.5 ○ Holder of trade test certificate in relevant Engineering field--- 1 ○ No relevant certificate -----0 	2	
	At least 1No. degree/diploma of key personnel in relevant Engineering field		

	<ul style="list-style-type: none"> ○ With over 10 years relevant experience -----2 ○ With over 5 years relevant experience ----- 1.5 ○ With under 5 years relevant experience ----- 0.5 			
	<p>At least 1No certificate holder of key personnel in relevant Engineering field</p> <ul style="list-style-type: none"> ○ With over 10 years relevant experience ----- 1.5 ○ With over 5 years relevant experience ----- 1 ○ With under 5 years relevant experience -----0.5 		1.5	
	<p>At least 2No artisan (trade test certificate in relevant Engineering field)</p> <ul style="list-style-type: none"> ○ Artisan with over 10 years relevant experience ----- 2 ○ Artisan with under 10 years relevant experience ----- 1.5 ○ Non skilled worker with over 10 years relevant experience--0.5 		2	
v	<p>Contract completed in the last five (5) years (Max of 5 No. Projects) [Attach Documentary Evidence]</p> <ul style="list-style-type: none"> ○ Project of similar nature, complexity and magnitude ---7.5 ○ Project of similar nature but of lower value than the one in consideration----- 4 ○ No completed project of similar nature ----- 0 			7.5
vi	<p>On-going projects (Max of 5 No. Projects) [Attach Documentary Evidence]</p>			5

	<ul style="list-style-type: none"> ○ Project of similar nature, complexity and magnitude ---- 5 ○ Project of similar nature but of lower value than the one in consideration -----3.5 ○ No ongoing project of similar nature - -----0 			
vii	<p>Schedule of contractors equipment and transport (proof or evidence of ownership)</p> <ul style="list-style-type: none"> ○ Means of transport (Vehicle) ----- 2 ○ No means of transport ----- 0 		2	5

	<p>For each specific equipment required in the installation of the Work being tendered for. (Maximum No. of equipment to be considered – 3 No.) ----- 3</p>			3
viii	<p>Financial Report</p> <p>Audited financial report (last three (3) years)</p> <ul style="list-style-type: none"> ○ Turn over greater or equal to 5 times the cost of the project ----5 ○ Turn over greater or equal to 3 times the cost of the project --- 3 ○ Turn over greater or equal to the cost of the project ----- 2 ○ Turn over below the cost of the project ----- 1 			5
ix	<p>Evidence of Financial Resources (cash in hand, lines of credit, over draft facility etc)</p> <ul style="list-style-type: none"> ○ Has financial resources equal or above the cost of the project--5 ○ Has financial resources below the cost of the project -----2.5 ○ Has not indicated sources of financial resources -----0 			5
x	<p>Name, Address and Telephone of Banks (Contractor to provide)</p> <ul style="list-style-type: none"> ○ Provided ----- 2.5 ○ Not provided ----- 0 			2.5
xi	<p>Litigation History</p> <ul style="list-style-type: none"> ○ Provided -----1 ○ Not Provided -----0 			1
xii	<p>Sanctity of the Tender Document</p> <ul style="list-style-type: none"> ○ Having the document intact (not tempered with in any way) -----5 ○ Having mutilated or modified the tender document-----0 			5
	TOTAL			50

Any bidder who scores **35 points** and above shall be considered for further evaluation.

The Technical Evaluation Score will be carried forward to **STAGE 4**

3. FINANCIAL EVALUATION

The evaluation shall be in two sections

1. Preliminary examinations and
2. Tender sum Comparisons

A) PRELIMINARY EXAMINATIONS

The preliminary examination in the Financial Evaluation shall be in accordance with clause 26 of Instruction to Tenderers.

The parameter to be considered under this section includes the following:
Arithmetic errors and comparison of rates.

(1) Arithmetic Errors

Confirmation shall be sought in writing from the tenderers whose tender sums will be determined to have a significant arithmetic error to their disadvantage, to confirm whether they stand by their tender sums. In conforming to section 82 of PPADA 2015 - The tender sum as above and as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity..

Non-compliance with the above shall lead to automatic disqualification from further evaluation.

Discount if any shall be treated as an error in pursuant to clause 27 of Instructions to Tenderers.

(2) Comparison of rates

The evaluation committee will compare rates from different bidders and note consistency of rates and front loading. The evaluation committee will judge and make an appropriate decision giving evidence.

B) TENDER SUMS COMPARISONS

In this section, tender sums will be compared to the average of all sums for bidders who have qualified and score awarded to a maximum of 20 as shown below.

1 Preliminary Average

- a. The tender sums of various binders, who qualify at STAGE 3A and the engineer's estimates, shall be reduced by omitting PC sums, provisional sums and contingency from the respectful amounts. The average of the reduced amounts so obtained shall be calculated.
- b. Any tenderer whose tender percentage deviation is 20% higher or lower than the average obtained above, will be deemed to be unreasonably high or low and shall not be included in determining the mean in table 3, their bids will not be evaluated further. The Engineer's estimate will also be subjected to the same treatment.

The detailed scoring plan shall be as shown in table 2 below: **TABLE 3**

Item	Description	Score	Max. score
I	<ul style="list-style-type: none"> ○ Tender Sums: (The tender sums of bidders, who qualify at STAGE 3A and the engineer's estimates, shall be reduced by omitting PC sums, provisional sums and contingency from the respectful amounts. The average of the adjusted tender sums so obtained shall be calculated. The deviation of the reduced amounts in respect of each bidder from the average shall then be worked out as a percentage of the average (Rounded off to one (1) decimal point) and scores allocated as follows :-) ○ Deviation of between 0% and 1% ----- 20 ○ Deviation of between 1.1% and 2% ----- 18.5 ○ Deviation of between 2.1% and 3% ----- 16.2 ○ Deviation of between 3.1% and 4% ----- 15.5 ○ Deviation of between 4.1% and 5% ----- 14 ○ Deviation of between 5.1% and 6% ----- 12.5 ○ Deviation of between 6.1% and 7% ----- 11 ○ Deviation of between 7.1% and 8% ----- 10.5 ○ Deviation of between 8.1% and 9% ----- 8 ○ Deviation of between 9.1% and 10% ----- 7.5 ○ Deviation of between 10.1% and 11% ----- 6.5 ○ Deviation of between 11.1% and 12% ----- 6.0 ○ Deviation of between 12.1% and 13% ----- 4.8 ○ Deviation of between 13.1% and 14% ----- 3.5 ○ Deviation of between 14.1% and 15% ----- 3 ○ Deviation of between 15.1% and 16% ----- 2.5 ○ Deviation of between 16.1% and 17% ----- 1.8 ○ Deviation of between 17.1% and 18% ----- 1.5 ○ Deviation of between 18.1% and 19% ----- 1 ○ Deviation of between 19.1% and 20% ----- 0.5 ○ Deviation of 20.1% and above ----- 0 		20
	TOTAL		20

C) FINANCIAL SCORE

The Evaluation Team shall compare the prices offered by the tenderers against the average market prices as provided in the estimates. Those with realistic prices as per the market rate shall be ranked from the lowest to highest.

RECOMMENDATION

The **Evaluation Committee** shall recommend to the client for award, the responsive bidder technically with the lowest average score in the financial evaluation

SECTION III
GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

3.1	Definitions
3.2	Application
3.3	Standards
3.4	Use of contract documents and information
3.5	Patent Rights
3.6	Performance security
3.7	Inspections and tests
3.8	Payment
3.9	Prices
3.10	Assignment
3.11	Termination for default
3.12	Termination for insolvency
3.13	Termination for convenience
3.14	Resolution of disputes
3.15	Governing language
3.16	Force majeure
3.17	Applicable law
3.18	Notices

3.1 **Definitions**

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 **Application**

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

3.3 **Standards**

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 **Patent Right's**

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 **Performance Security**

Within **fifteen (15) days** of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the Performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

a) A bank guarantee.

b) Such insurance guarantee approved by the Public Procurement Oversight Authority.

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 **Inspections and Tests**

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its

subcontractor(s), all reasonable facilities and assistance, including access to Desludging Septic Tanks At Shimo La Tewa Prison, Mtwapa drawings and production data shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services and the tenderer shall make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.10 Termination for Default

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.

PROVISION OF DESLUDGING SEPTIC TANKS AT SHIMO LA TEWA PRISON, MTWAPA

- c) if the tenderer, in the judgment of the Procuring entity, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.12 Termination of insolvency

The procuring entity may at the any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13 Termination for convenience

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity's convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16 Force Majeure

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

3.17 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

3.19 Taxes

3.19.1 "**Taxes**" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected, or withheld pursuant to any regulation having the force of law and "Taxation" shall be construed accordingly.

3.19.2 Local Taxation

Nothing in the Contract shall relieve the Contractor and/or his Sub-Contractors from their responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Kenya in respect of the Contract. The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes.

3.19.3 The Contractor shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract.

3.19.4 In instances where discussions are held between the Employer and the Contractor regarding tax matters, this shall not be deemed to constitute competent advice and hence does not absolve the Contractor of their responsibility in relation to due diligence on the tax issue as per 3.19.2 above.

Tax Deduction

3.19.5 If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the Contractor and paid directly to the Kenya Revenue Authority. The Employer shall upon remitting the tax to Kenya Revenue Authority furnish the Contractor with the relevant tax deduction certificates.

3.19.6 Where the Contractor is paid directly by the Financiers and the Employer is not able to deduct tax, then the Contractor will be required to pay the tax deduction to Kenya Revenue Authority in the name of the Employer and furnish the Employer with an original receipt thereof as evidence of such

payment. In absence of the said evidence, the Employer will not process any subsequent payments to the Contractor.

Tax Indemnity

3.19.7 The Contractor shall indemnify and hold the Employer harmless from and against any and all liabilities, which the Employer may incur for any reason of failure by the Contractor to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.

3.19.8 The Contractor warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the Contractor's Tax liability arising from the Contract.

3.19.9 Where the amount in 3.19.8 above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges.

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract (SCC) shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.5	The Performance Security shall be 10% of the value of the contract.
3.11.2	<i>Proof of Insurance shall be provided to KMFRI on demand</i>
Payment	<i>Payment terms are 30 days upon receipt of certified invoices and certificate of payment</i>
Prices	<i>Prices shall be fixed during the Supplier's performance of the Contract and not subject to variation on any account</i>
Contract Duration	<i>The contract duration is 12 weeks from the date of contract signing</i>
3.18.3	<i>Arbitration where necessary shall be by the Chartered Institute of Arbitrators Kenya Chapter.</i>

SECTION V SCHEDULE OF REQUIREMENTS

SPECIFICATIONS AND SCOPE OF WORKS

The objective of the specifications is to provide sufficient information to enable the Tenderer prepare their tenders accurately, especially the Price Schedules, for which a form is prepared.

Desludging of septic tank

- (a) The Contractor shall remove sludge from septic tank and dispose according to NEMA requirements
- (b) The Contractor shall undertake the emptying, cleaning and disinfecting of septic tank in a professional manner ensuring that no waste is exposed off on or around the site.
- (c) Working days shall be as captioned in the first page of tender notice above

LOGISTICS

The Contractor shall make arrangements and be responsible at their own cost for the following:-

- (a) General transport requirements for all its personnel to and from the premises and
- (b) Site office for all personnel and operations
- (c) Acquisition of relevant permits and passes where applicable
- (d) Communication Services.
- (e) Medical Services.

BILL OF QUANTITIES FOR DISLUDGING SEPTIC TANKS SERVICES AT SHIMO LA TEWA PRISON, MTWAPA

The tenderer shall indicate on the Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract. Each unit or area of assignment must be priced separately in the column provided in the price schedules i.e. prices must be broken into area of assignment. Lump sum pricing of a section will be treated as non-responsive and will be rejected.

SHIMO LA TEWA PRISON, MTWAPA

ITEM	AREA OF ASSIGNMENT	DESCRIPTION OF WORKS (SCOPE OF WORK)
1	Desludging of Septic Tank and conversion of septic tank to anaerobic baffled reactor (ABR).	As per specifications and scope of desludging service and works for conversion of septic tank to ABR

**BILL OF QUANTITY FOR PROVISION OF SERVICES AND WORKS
FOR DESLUDGING SEPTIC TANK AND CONVERSION OF SEPTIC
TANK TO ANAEROBIC BAFFLED REACTOR AT SHIMO LA TEWA
PRISON, AT MTWAPA, MOMBASA COUNTY**

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Allow for mobilization of equipment and approved NEMA transporter trucks to desludge the waste	1	ITEM		
B	Desludge the existing septic tank in readiness for rehabilitation works to commence. This is to be done in stages to allow continuous use of the other component.	600	CM		
C	Scrub, clean and disinfect the existing septic tank internally and externally in readiness for rehabilitation works to commence	640	SM		
D	Allow for temporary blockage of inlet and outlet of one section of the chamber in order to accommodate usage of the other wing.	1	ITEM		
E	Carefully demolish 150mm thick suspended concrete floor slab and make good disturbed surfaces and cart away debris as directed (Approx. area 20 SM)	1	ITEM		
F	Allow for cutting through 200mm thick wall concrete slab to raise the inlet and outlet point by 250 mm high and make good disturbed surfaces and cart away debris as directed (Approx. 4NO)	1	ITEM		
	Total carried to summary page				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>Disposal of Water</u>				
A	Keep septic tank free from all seeping foul water	1	ITEM		
	<u>SUPERSTRUCTURE WORKS</u>				
	<u>In situ reinforced concrete: (mix 1:11/ :3) grade 25 (20 mm aggregate): vibrated in:-</u>				
B	Beams	4	CM		
C	200mm thick slab	130	SM		
D	Extra over; broom finish to concrete slab	1	ITEM		
	<u>Ribbed bars (Provisional) :</u>				
E	8mm Diameter	1800	KG		
F	10mm ditto	1800	KG		
G	12mm ditto	1000	KG		
	<u>Wrot, fair-faced formwork: to</u>				
H	Vertical sides and soffites of beams	280	SM		
	<u>Plaster;</u>				
	15mm thick, 2 No. coatwork, 12mm first coat <u>of cement sand (1:3); 3mm second coat of cement and lime putty (1:9); steel trowelled to;</u>				
J	Surfaces of wall and beams	280	SM		
	Total carried to summary page				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p>INTERNALDRAINAGE</p> <p>Supply and fix uPVC soil system to BS 4660 and BS 4515 and muPV C waste systems to BS5255 with screwed and socketed joints to BS21. Solvent welded joints shall be as per the systems manufacturers written instructions. Tenderers must allow in their pipework prices for all the couplings, connectors, joints etc. as required in the running lengths of the pipe work and where necessary for fixing clips, holder bats plugged and screwed all drainage pipes to be as Key Terrain or equal approved. uPVC and muPVC pipework</p>				
A	150mm heavy duty golden brown pipe class D	120	LM		
	<p>Extra over Upvc and muPVC pipework</p> <p>Bends</p>				
B	150mm dia. Long radius bend	24	NO		
	Tees				
C	150mm dia. Sweep Tee	24	NO		
	Access cap				
D	150 mm dia.	24	NO		
	Total carried to summary page				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p data-bbox="272 180 505 212">COLLECTION PAGE</p> <p data-bbox="180 260 626 296">A Brought forward from page 1</p> <p data-bbox="180 338 634 373">B Brought forward from page 2</p> <p data-bbox="180 415 626 451">C Brought forward from page 3</p>				
					-

ITEM	DESCRIPTION	PAGE		FOR CONTRACTOR'S USE	FOR OFFICIAL USE ONLY
A	GRAND SUMMARY				
	TOTAL FOR REHABILITATION WORKS				
C	PROVISIONAL SUMS OF TWO HUNDRED THOUSAND FOR CONTINGENCY SUM				
	TOTAL TENDER AMOUNT CARRIED TO FORM OF TENDER				

Amount in words.....

.....

Contractor's Name

.....

Address

Signature

Name of witness

.....

Address..... Signature.....

Date

**TECHNICAL DESCRIPTION/SPECIFICATIONS/LOCATION (WHERE IT'S SITUATED)
AND PICTURES FOR DESLUDGING SEPTIC TANKS SERVICES AT SHIMO LA TEWA
PRISON, MTWAPA**

**CONTRACTOR SERVICES
Shimo la Tewa Prison, Mtwapa
Constructed Wetland Rehabilitation Project**

SPECIFIC WORKS REQUIRED: sludge removal from septic tank and conversion of septic tank to anaerobic baffled reactor

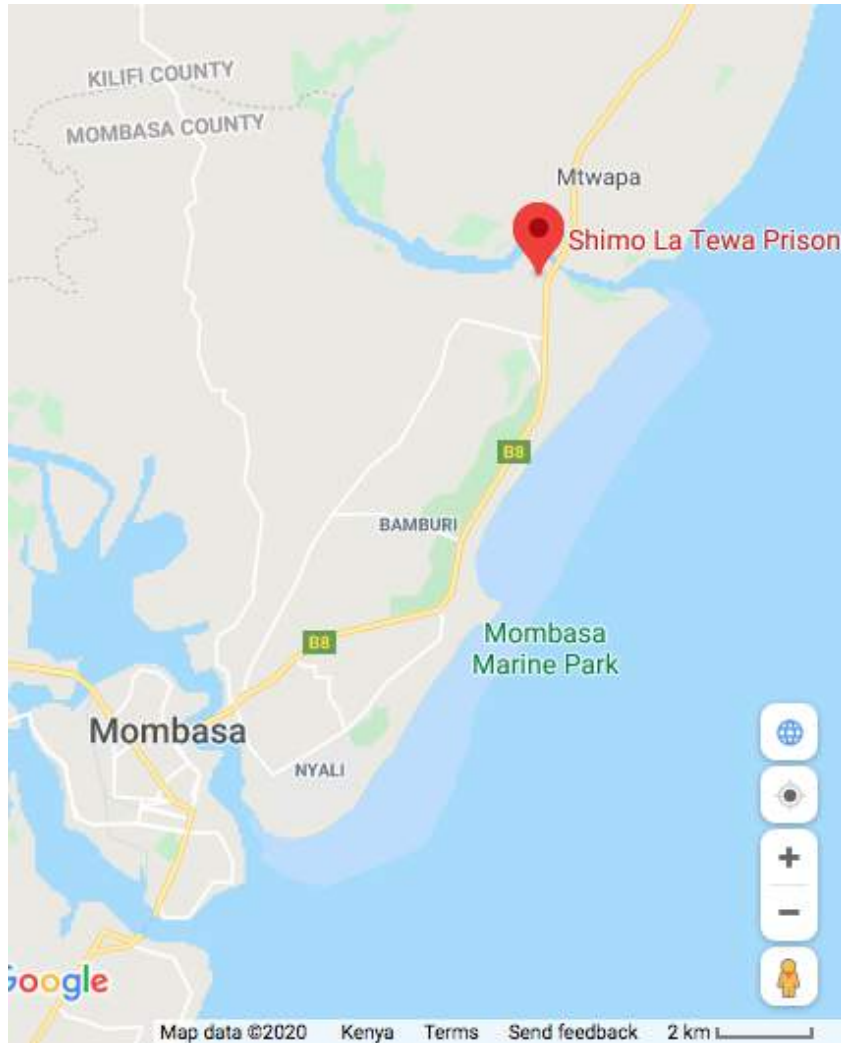


FIGURE 1 – LOCATION MAP

The constructed wetland system is located on the western (inland) side of the Mombasa-Malindi Highway in the area adjacent to Mtwapa Creek. The septic tank was built in 2008 and is currently treating wastewater from the prison prior to flowing into a secondary treatment stage.

This project seeks to remove all liquid and solid material from the tank in two phases. The outer tank dimensions are 6m wide by 25m long. A dividing wall along the length of the tank gives two separate chambers of 3m x 25m. Water depth is 2.9m (including surface scum). Due to lack of manhole covers, domestic solid waste has also been disposed of within the chambers. There are 6 pairs of manholes along the tank allowing access from above to the full length of the tank.

Vehicular access is via a hard dirt road along the SE edge of the septic tank. It is possible to approach to within 50m of the tank with an excavator.



FIGURE 2 – SEPTIC TANK LOCATION

PHOTOS OF SEPTIC TANK



**View of exterior
from the SW**



**View of interior
of tank**



Works requested:

1. Removal of all solid and liquid waste from the septic tank by a NEMA approved transporter from one chamber and safe disposal at a NEMA approved sewage treatment facility.
2. Cleaning and disinfecting of chamber to allow concreting works to commence in the interior walls.
3. Process repeated for the second chamber after internal works completed on first chamber

SECTION VI

STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form

FORM OF TENDER

Date _____
Tender

No. _____ To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services (..... *(insert service description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the services in accordance with the service delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract in the form prescribed by *(Procuring entity)*.

4. We agree to abide by this Tender for a period of **120 days** from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us, subject to signing of the Contract by the parties.

6. 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 tender for an on behalf of _____

CONTRACT FORM

THIS AGREEMENT made the -----day of----- 20----- between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “**the Employer**”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “**the Supplier**”) of the other part.

WHEREAS the procuring entity invited tenders for certain Services. Viz.....[brief description of services] and has accepted a tender by the tenderer for the provision of those services in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) The tender form and price schedule submitted by the tenderer
 - b) The schedule of requirements
 - c) The technical specifications
 - d) The General Conditions of Contract
 - e) The Special Conditions of Contract, and
 - f) The procuring entity’s Notification of award and the bidders acceptance
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed _____ by the __ (for the Procuring entity) Signed by

the _____ (for the tenderer)

in the presence of

MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants or Tenderers' who choose to participate in this tender)

Name of Applicant(s).....

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2 (i / j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification of your tender or termination of your contract or debarment of your firm at your cost.

Part 1 – General

Business Name:.....Certificate of
Incorporation / Registration No.Location of business
premises:

CountryPhysical address Town

.....Building.....

Floor.....Plot No.

Street / RoadPostal Address

Postal / Country Code.....Telephone No's.....

Fax No's.E-mail address

Website

Contact Person (Full Names) Direct / Mobile No's.....

Title Power of Attorney (Yes / No)

If yes, attach written document.

Nature of Business (Indicate whether manufacturer, distributor, etc)

.....

(Applicable to Local suppliers only)

Local Authority Trading License No. Expiry Date

KRA PIN No.....

Value of the largest single assignment you have undertaken to date (US D/KShs)

.....

Was this successfully undertaken? Yes / No.(If Yes, attach reference)

Name (s) of your banker (s)

.....

Branches Tel. No's.

Part 2 (a) – Sole Proprietor (if applicable)

Full names

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

.....

Company Profile (Attach brochures or annual reports in case of public company)

Part 2 (b) – Partnerships (if applicable)

Give details of partners as follows:

Full Names Nationality Citizenship Details Shares

- 1.
- 2.

Company Profile

Part 2 (c) – Registered Company (if applicable - as per the CR12 form)

Private or public

Company Profile (Attach brochures or annual reports in case of public companies)

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

Full Names Nationality Citizenship Details Shares

- 1.....
- 2.....

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by KMFRI and any other public or private institutions.

Full Names

Signature

Dated this.....day of2018.

In the capacity of

.....

Duly authorized to sign Tender for and on behalf of

.....

Part 2 (e) – Bankruptcy / Insolvency / receivership.

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Names

Signature

Dated this.....day of2018.

In the capacity of

.....

Duly authorized to sign Tender for and on behalf of

.....

Part 2 (f) – Criminal Offence

I/We, (Name (s) of Director (s)):-

a)

b)

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed

For and on behalf of M/s

.....

In the capacity of

.....

Dated this.....day of2018.

Suppliers' / Company's Official Rubber Stamp

Part 2 (g) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

a)

b)

For and on behalf of M/s

.....

In the capacity of

.....

Dated this.....day of2018

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (h) – Interest in the Firm:

Is there any person/persons in KMFRI or any other public institution who has interest in the Firm? Yes/No (Delete as necessary)

Institution.....

(Title) (Signature) (Date)

Part 2(i) – Experience: **NOTE: THIS SECTION IS MANDATORY SINCE IT FORMS PART OF TECHNICAL EVALUATION.**

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or materials in the years prescribed.

	Company Name	Country	Contract/Order No.	Value	Contact person (Full Names)	E-mail address	Cell phone No.
1							
2							

Part 2 (i or j) – Bank account details:

Must provide evidence from your bank that the account to which KMFRI shall make payment listed in the CR12 form/partnership deed/sole proprietor certificate as a MANDATORY signatory of that account,- **Sec.157 (11) of PPADA:**

Account No:.....Name of the person(s) in the CR12 form OR in the partnership deed OR in the sole proprietor certificate...../..... ID No(s):...../.....Signature and stamp of the authorized Banker Representative.....Date.....

Part 2(j or k) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give KMFRI authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names

Signature.....

For and on behalf of M/s

In the capacity of

.....

Dated thisday of

.....2018.

Suppliers' / Company's Official Rubber Stamp

.....

PERFORMANCE SECURITY FORM
(To be on the Banks Letterhead)

To: [name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____[reference number of the contract] dated _____ 20_ to

supply.....

[Description services](Hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

NOW THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

ANNEX I

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,, of Post Office Box being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....

.....

.....

Title

Signature

Date

Bidder's Official Stamp

ANNEX II – SELF DECLARATION FORM

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I,of P. O. Box being a resident of in the Republic of do hereby make a statement as follows:

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. KMF/HQs/19/2020-2021 for the provision of canteen/ Hotel services for Kenya Marine and Fisheries Research Institute and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of the Kenya Marine and Fisheries Research Institute which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Marine and Fisheries Research Institute
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....
Title

.....
Signature

.....
Date

Bidder’s Official Stamp

INSURANCE EVALUATION TABLE

INSURANCE POLICY	INSURANCE PROVIDER	POLICY NO.

KENYA MARINE AND FISHERIES RESEARCH INSTITUTE



**DISLUDGING OF SEPTIC TANKS AT SHIMO LA TEWA PRISON, MTWAPA
SITE VISIT CLEARANCE CERTIFICATE**

This is to certify that M/s. _____
have visited, inspected and verified the scope of works at _____
(
Name of site).

KMFRI Representatives

Name: _____

Sign: _____

Date: _____

Tenderers Representative

Name: _____

Sign: _____

Date: _____