

Serial No. -----

THE KENYA NATIONAL TRADING CORPORATION LIMITED



YARROW ROAD COMPLEX 2ND FLOOR,

YARROW ROAD, INDUSTRIAL AREA,

P.O. Box 30587- 00100,

NAIROBI.

www.kntc.co.ke

Email: kntc@kntc.co.ke



TENDER FOR THE PROPOSED RENOVATION OF KISUMU DEPOT

TENDER NO.KNTC/RNVN/09-2019-2020

CLOSING DATE: 25TH FEBRUARY, 2020 TIME: 11.30A.M.

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SECTION I INVITATION TO TENDER

Date: 4TH February 2020

Tender REF No: KNTC/RNVN/09-2019-2020

Tender Name: Provision of Renovation Works at KNTC- KISUMU DEPOT

1.1 The Kenya National Trading Corporation invites sealed tenders from the Public for renovation works at KNTC- KISUMU DEPOT

1.2 Prices quoted should be net inclusive of all taxes, must be expressed in Kenya shillings and shall remain valid for a period of (120) day from the closing date of the tender.

1.3 Interested candidates may obtain further information and inspect tender documents from KNTC website: www.kntc.co.ke and ppip@ppra.go.ke and www.tender.go.ke or from office of The Manager Supply Chain Management, Kenya National Trading Corporation Headquarters, Yarrow road complex, Yarrow road off Nanyuki road Second Floor, Industrial area Nairobi during normal working hours. Completed bid documents in plain sealed envelopes

marked with the **tender number** should be deposited in the Tender Box located at KNTC head office at Yarrow road or be addressed to:

The Managing Director,
Kenya National Trading Corporation,
P.O. Box 30587-00100,
NAIROBI.

Attention: Supply Chain Manager

The bids should be received in the tender box on or before **25th February, 2020, at 11.30 am.**

1.4 A complete set of tender documents may be obtained by interested candidates by downloading a soft copy of tender document which will be free of charge or upon payment of a non-refundable fee of **Kshs 1,000/-** Deposited in KNTC account or Bankers Cheque payable to Kenya National Trading Corporation for hard copy.

Eligible Tenderers

- 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.
- 1.2 The Kenya National Trading Corporation's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 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 Corporation to provide bill of quantity **(BOQ)** for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tender.
- 1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

Cost of tendering

- 2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Kenya National Trading Corporation, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

Contents of tender documents

- 3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenderers
 - 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

SECTION II INSTRUCTIONS TO TENDERERS

- 3.3 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 Tenderer's risk and may result in the rejection of its tender.

4 Clarification of Documents

- 4.1A prospective candidate making inquiries of the tender document may notify the Corporation in writing or by post, or email at the Corporation's address indicated in the Invitation for tenders. The Corporation will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of proposals, prescribed by the Corporation. Written copies of the Corporation's 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.
- 4.2 The National Trading Corporation 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

5 Amendment of documents

- 5.1At any time prior to the deadline for submission of tenders, the Corporation, 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.
- 5.2All prospective Tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 5.3In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Corporation, at its discretion, may extend the deadline for the submission of tenders.

6 Language of tender

- 6.1** The tender prepared by the tenderer, as well as all correspondences and documents relating to the tender exchanged by the tenderer and the Corporation, 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.

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 it's tender is accepted;
- (c)** Confidential business questionnaire

8 Form of Tender

- 8.1** The Tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the IFMIS, indicating the works to be performed, and showing the total quoted tender sum in words and figures.

9 Tender Security

- 9.1** A Tender Securing Declaration as specified in the standard documents in the format provided in section VI shall be provided as a mandatory requirement.
- 9.2** The Tender Security or Tender Securing Declaration is required to protect the Procuring Entity against the risk of the Tenderer's conduct which would warrant the security forfeiture.

10 Performance Bond

A bond of 5% of the contract sum will be required. No payment on account for the works executed will be made to the Contractor until he has submitted the Performance Bond to the Project Manager duly signed, sealed and stamped from an approved Bank.

11 Tender Prices

- 11.1** The Tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the works it proposes to provide under the contract.
- 11.2** Prices indicated on the Price Schedule shall be the cost of the services quoted including all custom duties and VAT and other taxes payable:
- 11.3** 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 2.21.
- 11.4** Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 11.5** Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.
- 11.6** Price variation requests shall be processed by the Corporation within 30 days of receiving the request and should be within the time of contract implementation period.

12 Tender Currencies

- 10.1** Prices shall be quoted in Kenya Shillings (KES) unless otherwise specified in the appendix to Instructions to Tenderers.

11 Tenderers Eligibility and Qualifications

- 11.2** 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.
- 11.3** The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Corporation's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

12 Validity of Tenders

- 12.1** Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Corporation, pursuant to paragraph 2.17. A tender valid for a shorter period shall be rejected by the Corporation as nonresponsive.
- 12.2** In exceptional circumstances, the Corporation 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. A tenderer granting the request will not be required nor permitted to modify its tender.

13 Deadline for Submission of Tenders

- 13.1** Tenders must be received by the Kenya National Trading Corporation at the address specified under paragraph 1.5 not later than **25th February, 2020 at 11.30 am.**
- 13.2** The Corporation may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of the Corporation and candidates previously subject to the deadline, will thereafter be subject to the deadline as extended.

14 Opening of Tenders

- 14.1** The Corporation will open all tenders in the presence of tenderers or tenderers' representatives who choose to attend, at on, **25th February, 2020 at 11.30 am**, and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 14.2** The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security (where applicable) and such other details as the Corporation, at its discretion, may consider appropriate, will be announced at the tender opening.
- 14.3** The Corporation 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.

15 Clarification of tenders

- 15.1** To assist in the examination, evaluation and comparison of tenders the Corporation 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.
- 15.2** Any effort by the tenderer to influence the Corporation in the Corporation's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

16 Conversion to a single currency

- 16.1** Where other currencies are used, the Corporation 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.
- 16.2** The **Evaluation Committee** shall evaluate the tender within 30 days from the date of opening the tender.
- 16.3** To qualify for contract awards, the tenderer shall have the following:-
- (a)** Necessary qualifications, capability experience, services, 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.

17 Contacting the Corporation

- 17.1** Subject to paragraph 2.18, no tenderer shall contact the Corporation on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 17.2** Any effort by a tenderer to influence the Corporation in its decisions on tender evaluation, tender comparison or contract award may result in the rejection of the tenderers tender.

18 Award of Contract

(a)Post qualification

- 18.1** In the absence of pre-qualification, the Corporation 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.
- 18.2** 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 Corporation deems necessary and appropriate.
- 18.3** 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 Corporation will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b)Award Criteria

- 19** The Corporation 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.
- 19.1** The Corporation 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 Corporation's action. If the Corporation determines that none of the tenderers is responsive; the Corporation shall notify each tenderer who submitted a tender.
- 19.2** 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.

20 Notification of award

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

20.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the Corporation pursuant to clause 2.28. Simultaneously, the other tenderers shall be notified that their tenders have not been successful.

21 Signing of Contract

21.1 Within fourteen (14) days of receipt of the Contract Form, the successful Tenderer shall sign and date the contract and return it to the Kenya National Corporation. The parties to the contract shall have it signed after 14 days from the date of notification of contract award unless there is an administrative review request.

22 Corrupt or Fraudulent Practices

22.1 The Corporation 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.

22.2 The Corporation will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt/fraudulent practices in competing for the contract in question; Further, a Tenderer who is found to have indulged in corrupt/fraudulent practices risks being debarred from participating in public procurement in Kenya.

23.0 Site Visit and Pre-Tender Meeting

23.1 There will be a **mandatory pre-bid conference** at the site of the works in **Kisumu** on **13 February 2020 and 14 February 2020** from **9.00am to 12.00 Noon** .

23.2 The costs of visiting the Site shall be at the Tenderer's own expense.

SECTION III CONDITIONS OF CONTRACT

1 Definitions

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

- a) **"The contract"** means the agreement entered into between the Corporation 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 Corporation under the Contract.
- d) **"The Procuring entity"** means the Kenya National Trading Corporation 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.

2 Application

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

3 Standards

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

4 Patent Right's

3.2 The Tenderer shall indemnify the Corporation 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.

- 4.1** The payment will be made through certificates upon verification of works done by the engineer, the client representative and the contractor.

5.Prices

5.1

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 Corporation'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.

6

Assignment

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

7

Termination for Default

7.1

The Corporation 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 Corporation;
- b)** If the Tenderer fails to perform any other obligation(s) under the Contract;
- c)** If the Tenderer, in the judgment of the Corporation, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

7.2

In the event the Corporation 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 Corporation for any excess costs for such similar services.

8 Termination for insolvency

- 8.1** The Corporation may at 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 Corporation.

9 Termination for convenience

- 9.1** The Corporation 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 Corporation's convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 9.2** For the remaining part of the contract after termination the Corporation may elect to cancel the services and pay to the contractor on an agreed amount for partially completed services.

10 Resolution of disputes

The Corporation 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.

11 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.

12 Force Majeure

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

13. Applicable Law

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

14 Notices

14.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or 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.

SECTION IV DESCRIPTION OF WORKS

16.1 BACKGROUND

Kenya National Trading Corporation (KNTC) is a state corporation wholly owned by Government under the Ministry of Industry ,Trade and Cooperatives.

16.2 TERMS OF REFERENCE.

16.3 The following are Tender Document and BOQ which will be used as part of the mandatory requirements during our Preliminary/Technical and Financial Evaluation process

16.4 Preliminary Evaluation

The Preliminary Evaluation's purpose is to look at mandatory requirements needed to operate as a company; this does not have any score but it is marked Yes/No and if a Firm gets even One (1) No, it is disqualified at that stage. Please upload the following mandatory requirements for Preliminary Evaluation:

Preliminary Evaluation Criteria

S/No.	Criteria	Yes	No
1.	Certificate of Incorporation /Registration Certificate		
2.	Valid NCA Certificate Category 6 and above (Building) (Attach Renewal Receipt where applicable)		
3.	Valid Tax Compliance Certificate		
4.	Valid Pin Certificate/ Valid Vat Certificate		
5.	CR12 Certificate		
6.	Attach Director(s) National ID Card Copies		
7.	Assigned Pre-bid Conference Attendance Certificate		
8.	Bid Bond of Kshs. 600,000.00 in form of a guarantee from reputable bank or Insurance Company approved by PPRA and located in Kenya and valid for 150 days from the closing date of the tender;		

Please ensure that you adhere fully to the above requirements because this is an elimination stage. As mentioned above, if you miss even One (1) document you will be eliminated at this stage.

16.5 Technical Evaluation

In preparing the Technical Proposal, Contractors are expected to examine the documents constituting this Tender in detail. Material deficiencies in providing the information requested may result in rejection of a Tender.

The Technical Evaluation will be scored at a maximum of 100 points with a minimum of 70 points as the pass mark. Those firms managing technical score of 70 points and above will proceed to the Financial Evaluation stage.

16.6 TECHNICAL EVALUATION CRITERIA

S/No.	Criteria	Weighting score	Maximum score
1.	Specific experience for similar building works for the last Two (2) Years; Provide copies of letters of award/LPOs or contract copies for at least 2 similar jobs.	7.5	15
	<ul style="list-style-type: none"> a) 1 Similar assignment (7.5 Marks) b) 2 Similar assignments and above (15 Marks) c) 1-2 Years' Experience(7.5 Marks) d) 2 Years' Experience and above (15 Marks) 	7.5	15
2.	Attach List of your company Equipments or of Capacity to Hire; Provide evidence in form of copies of logbooks of Equipments or list of Equipments, at least Five (5) Equipments. <ul style="list-style-type: none"> a) 1 Equipment -1 Mark b) 2 Equipments 2 Marks c) 3 Equipments 3 Marks d) 4 Equipments 4 Marks e) 5 Equipments and above 5 Marks f) Evidence inform of lease, logbook and capacity to hire(5 Marks) g) No Evidence (0 Marks) 	2	10

3.	<p>Financial Audited Accounts or Current Bank statements for the last 3 years; Provide copies of certified audited account by Certified Public Accountant or copies of Current Bank statements duly signed and stamped by your bank.</p> <p>a) 1 year Financial Account or Bank Statements(6.5 Marks) b) 2 years Financial Accounts or Bank Statements(13 Marks) c) 3 years Financial Accounts or Bank Statements(20 Marks) d) Accounts Certified by Public Accountant or Bank statement signed by the Bank(2 Marks) e) Not Certified or Signed by Bank(0 Marks) f) Duly Signed and Stamped(2 Marks) g) Not Duly Signed and Stamped(0 Marks)</p>	2	20
	<p>Evidence of Financial Resources (cash in hand, lines of credit, over draft facility etc)</p> <p>a) Has financial resources equal or above the cost of the project—10 Marks b) Has financial resources below the cost of the project ----- 5 Marks c) Has not indicated sources of financial resources -----0 Marks</p>		10
4.	<p>Director of the firm</p> <p>a) Holder of degree or diploma in relevant Construction field 5 Marks</p>		5
	<p>b) Holder of certificate in relevant Construction field 3 Marks c) Holder of trade test certificate in relevant Construction field 2 Marks d) No relevant certificate 0 Mark</p> <p><u>Key Personnel</u></p>		5

	<p>At least 1No. degree/diploma of key personnel in relevant Construction field</p> <p>a) With over 5 years relevant experience –5 Marks b) With over 3 years relevant experience 3 Marks c) With under 3 years relevant experience-1 Mark</p> <p>At least 1No certificate holder of key personnel in relevant Construction field</p> <p>a) With over 5 years relevant experience 5 Marks b) With over 3 years relevant experience 3 Marks c) With under 1 years relevant experience 1 Mark</p> <p>At least 2 artisan (trade test certificate in relevant Construction field)</p> <p>a) Artisan with over 5 years relevant experience 5 Marks b) Artisan with under 3 years relevant experience 3 Marks c) Non skilled worker with under 3 years relevant experience 1 Mrk</p>		5	5
5.	<p>Confidential Business Questionnaire Form.</p> <p>a) Completely filled -----5Marks b) Partially filled ----- 2Mark c) Not filled ----- 0 Mark</p> <p>Tender Security Declaration Form</p> <p>a) Completely filled ----- 5Marks b) Partially filled ----- 2 Mark c) Not filled ----- 0 Mark</p>	5	5	10
Maximum Technical Total				100

Any bidder who scores LESS THAN 70 points SHALL NOT BE considered for further evaluation

16.7 Financial Evaluation

The Financial Evaluation will to be scored at maximum of 30 points. You will be required to upload the following mandatory documents for Financial Evaluation:

- (i) Fully Quoted Bill of Quantities (BoQs)
- (ii) Form of Tender duly filled and signed by Company authorized Director(s)
- (iii) Duly filled Litigation History and signed by Company authorized Director(s)
- (iv) Duly Filled Sworn statement and signed by Company authorized Director(s)

FINANCIAL EVALUATION

This will be carried out only for those tenders that have passed BOTH Preliminary and Technical Evaluation.

The evaluation shall be in two sections

- 1 Preliminary examinations and
- 2. Tender sum Comparisons

PRELIMINARY EXAMINATIONS

The preliminary examination in the Financial Evaluation shall be carried out as follows:-

- a) Arithmetic errors and comparison of rates

(1) Arithmetic Errors

The bid shall be checked for arithmetic errors based on the rates and the total sums indicated in the bills of quantities.

- a) 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.

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

(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.

The formula in determining the financial score is as follows:-

$$SF = FM \times 100$$

F = Financial

SF = Financial Score

FM = Lowest Financial Proposal

F = Financial Proposal under consideration.

The weights given to the technical proposal (T) is 0.70 and for financial proposal (P) is 0.30.

The lowest bid will be given maximum financial score.

STAGE 4 COMBINED FINANCIAL AND TECHNICAL SCORE

The evaluation results will be ranked on Combined Financial and Technical Score which is given as follows:- $S = St \times T\% + Sf \times P\%$

Where

St = Technical Score

T = Technical Weighting

Sf = Financial Score

P = Financial Weighting

S = Combined Financial and Technical Score

Note:

- 1. Bidder should indicate the completion time/period of the works.**
- 2. The quote is for labour only .All Matterial will be provided by KNTC**

**BILL OF QUANTITIES FOR RENOVATING KNTC KISUMU DEPOT
STORE NO .01**

S/NO	ITEM	DESCRIPTION/ STATE	CURRENT	REMEDY	EST. COST (Kshs.)
BUILDERS WORK					(Labour Only)
1	Roof covering	Asbestos roof needs to be replaced with metal roofing sheets to conform with world health standards		Carefully remove all existing asbestos roofing sheets and fix in its place new 26-gauge box profile aluminum roofing sheets	
2	Walling	Wall paints to the store are worn out		Repaint all internal and external wall surfaces of the store	
3	Rain water goods	These are worn out causing leakages on wall surfaces		Replace old worn out rainwater goods with new heavy-duty ones	
4	Concrete canopies at entrance doors	These require repairs to stop rain water leakages		Remove carefully worn out roofing felt and prepare surfaces receive roofing felt fixed using tar	
5	Storm drains	Storm drains at entrance of the store were damaged during road reconstruction; others around the premises are locked and do not work		Reconstruct storm drains at the entrance (approx.35m) and clear all blocked drains round the premises (approx. 80m)	
		TOTAL FOR STORE 1			

KNTC KISUMU, STORE NO. 02

S/NO	ITEM	DESCRIPTION/ CURRENT STATE	REMEDY	EST. COST (Kshs.)
BUILD ERS WORK				(Labour Only)
1	Roof covering	1. Asbestos roof needs to be replaced with metal roofing sheets to conform with world health standards	Carefully remove all existing asbestos roofing sheets and fix in its place new 26-gauge box profile aluminum roofing sheets	
2	Walling	Wall paints to the store are worn out	Repaint all internal and external wall surfaces of the store	

3	Rain water goods	Rain water goods are worn out cause leakages on wall surfaces	Replace old worn out rainwater goods with new heavy-duty ones	
4	Concrete canopies at entrance doors	Concrete canopies at entrance doors require repairs to stop rain water leakages	Remove carefully worn out roofing felt and prepare surfaces receive roofing felt fixed using tar	
5	Storm water drainage	Storm drains at entrance of the store were damaged during road reconstruction; others around the premises are locked and do not work	Reconstruct storm drains at the entrance (approx.35m) and clear all blocked drains round the premises (approx. 80m)	
KNTC OFFICES				
6	Walls	Wall paints are old and are peeling off	Repaint all internal and external wall surfaces of the store (approx. 350m ²)	
7	Roof	Roofing felt to flat roof surface s are worn out and leakages are evident	Replace old worn out roofing felt with new ones fixed with tar (approx. 85m ²)	
8	Crack	There is a structural crack at roof beam and wall	Repair the cracks to structural Engineer's specs	
9	Washrooms	Loaders washrooms and toilets are in a sorry state	Renovate the entire loaders washrooms and toilets	
10	Washrooms utilities	All W. Cs and WHBs are in poor state	Replace with new 5No. WC and 3No. WHB	
11	Weighing scales	Mechanical weighing scale of capacity 500kg	Procure digital scales of capacities 30kg,300kg,500 kg and 1000 kg with rollers for	

			Komex stores.	
ELECTRICAL WORKS				
1.	Lighting and Power Outlet points	Faulty, worn out and dysfunctional electrical wiring. Inadequate lighting points and power outlet points.	Overhaul of the electrical wiring system to engineers spec. Additional lighting and power outlet fixtures,	
2.	CCTV, Fire Protection and Intruder Detection Systems	There are no such systems in place.	Installation of a CCTV System, Fire Detection and Intruder Detection System	
3.	Electric Fence	No electric fence is in place	Installation of an electric fence complete with a razor wire	
4.	Secondary Power Source	There is no generator in place.	Installation of a generator set.	
MECHANICAL WORKS				
1	Mechanical Ventilation	Ventilation within the warehouses not good	Need of 3 ceiling sweep fans for offices 2 No Air conditioners for offices ventilation for the go-downs	
2	Fire Fighting	The equipment are not serviceable	Installation of Hose reels Portable fire Extinguishers Fire pump and pipework	
3	Plumbing and Drainage	Existing sanitary fittings in bad state	Remove existing fittings Supply and install new fittings	
4	Drain at the entrance	Drain is exposed and inadequate	Increase size of drain and provide a culvert at the entrance.	
		TOTAL FOR STORE 2		
		GRAND TOTAL FOR KISUMU DEPOT (Labour		

		Only)		
--	--	-------	--	--

SECTION V STANDARD FORMS

FORM OF TENDER

Date _____

To.....

Tender No. _____

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. [Insert numbers, the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. [Description of services]
2. 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.
3. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
4. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
5. We agree to abide by this Tender for a period of [number] 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.
6. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of 20 [signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name

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

Plot No..... Street/Road

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

Nature of Business.....

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

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

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

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

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

Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

	Name in full	Nationality	Citizenship Details	Shares
1
2
3

Tender-Securing Declaration

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

IFT No.: [insert **IFT number**]

Alternative No.: [insert **identification No if this is an alternative Tender**]

To: [insert **complete name of Procuring Entity**]

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for tendering in any contract with the Procuring Entity for the period of time as determined by the Authority if we are in breach of our obligation(s) under the tender conditions, because we:

- (a) have withdrawn our Tender during the period of Tender validity specified in the Form of Tender;
- (b) do not accept the Procuring Entity's corrections of arithmetic errors in accordance with the Instructions to Tenderers; or
- (c) having been notified of the acceptance of our bid by the Procuring Entity during the period of bid validity, (i) fail or refuse to sign Contract Agreement, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Bid Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight (28) days after the expiration of our bid validity period.

Signed: [insert signature of person whose name and capacity are shown]

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

In the capacity of [insert legal capacity of person signing the Tender Securing Declaration]

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

Dated on _____ day of,

Corporate Seal (where appropriate)

[insert **date of signing**]

LITIGATION HISTORY

Name of Contractor/Supplier/Service Provider:

Contractors/Suppliers should provide information on any history litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

Year	Award for or against	Name of Client cause of litigation And matter in dispute	Disputed Amount (Current value KES Equivalent)

Date: Signature of Candidate: -----

WORN STATEMENT

Having studied the pre-qualification information for the above project we/I hereby state:

1. The information furnished in our application is accurate to the best of our knowledge.
2. That in case of being pre-qualified, we acknowledge that this grants us the right to participate in due time in the submission of a tender or quotation on the basis of provision in the tender or quotation documents to follow.
3. When the call for Tenders/Quotations is issued, and the legal, technical or financial conditions or the contractual capacity of the firm changes, we will come ourselves to inform you and acknowledge your right to review the pre-qualification made.
4. We enclose all the required documents and information required for the Tender evaluation.

Date:

Applicant's

Name:

.....

Represented

by:

.....

Signature:

(Full name and designation of the person signing and stamp or seal)

INTEGRITY DECLARATION

I/We/Messrs.....of.....

.....

Street/Avenue, Building,

P. O. Box.....Code,

of (town),

(Nationality),

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.

Dated this day of
20.....

Authorized Signature.....Official Stamp.....

Name and Title of Signatory.....

NON-DEBARMENT STATEMENT FORM

I/We/Messrs.....

of..... Street/Avenue,..... Building,

P. O. Box.....Code,

Of..... (town), (Nationality), Phone:
.....

E-mail..... declare that I / We /Messrs

..... are not debarred from participating in

Public Procurement Regulatory Authority pursuant to section 41 of the Public Procurement and Disposal Act, 2015.

Dated thisday of 20.....

Authorized Signature.....

Official Stamp.....

Name and Title of Signatory.....

QUALIFICATION OF KEY PERSONNEL

Qualifications and experience of key personnel proposed for administration and execution of the Contract.

NO	POSITION NAME	YEARS OF EXPERIENCE (GENERAL)	YEARS EXPERIENCE PROPOSED POSITION	OF IN
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

I certify that the above information is correct.

.....
Title Signature Date

CONTRACTS COMPLETED IN THE LAST FIVE (5) YEARS

Work performed on works of a similar nature, complexity and volume over the last 5 years.

NO	PROJECT NAME	NAME OF CLIENT	TYPE OF WORK	YEAR OF COMPLETION	VALUE OF CONTRACT (KES)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

I certify that the above works were successfully carried out and completed by ourselves.

.....

EVIDENCE OF FINANCIAL RESOURCES TO MEET QUALIFICATION REQUIREMENTS
(Cash in hand, Lines of credit, etc. List below and attach copies of supportive documents)

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

**SCHEDULE OF MAJOR ITEMS OF CONTRACTOR'S
EQUIPMENT PROPOSED FOR CARRYING OUT THE WORKS**

NO	ITEM OF EQUIPMENT	DESCRIPTION, MAKE AND AGE (Years)	CONDITION (New, good, poor) and number available	OWNED, LEASED (From whom?), or to be purchased (From whom?)
1.				
2.				
3.				
4.				
5.				
6.				