



BIDDING DOCUMENT

**FOR THE CIVIL WORKS FOR IMPLEMENTATION OF PROPOSED GATE AND TRAFFIC MANAGEMENT
PLAN FOR MOMBASA PORT AND NAIROBI ICD LOT 2A**

LOT 2A

TENDER No.: PRQ20241665

FINANCED & PROCURED BY

TRADEMARK AFRICA



10TH JULY 2025

BIDDING DOCUMENT

Table of Contents

Bidding Procedure.....1

Section I - Instructions to Bidders1

Section II - Bid Data Sheets.....27

Section III - Evaluation and Qualification Criteria33

Section IV – Bid Submission Forms.....45

Section V - Eligible Countries.....77

INVITATION FOR BID (IFB) 10TH JULY 2025

CIVIL WORKS FOR IMPLEMENTATION OF PROPOSED GATE AND TRAFFIC MANAGEMENT PLAN FOR MOMBASA PORT AND NAIROBI ICD LOT 2A: TENDER No.: PRQ20241665

1. The Kenya Ports Authority (“Client”) has been allocated grant funds (the “Grant”) from the Trademark Africa which are administered by Trademark Africa (the “Financier”) and executed by the Kenya Ports Authority (“the Implementing Agency”). The Financier intends to apply the funds to eligible payments under the contract for which this Request for Proposals is issued.
2. Trademark Africa now invites sealed bids (“Bids”) from eligible entities (“Bidders”) to provide the **Civil Works for Implementation of Proposed Gate and Traffic Management Plan for Mombasa Port and Nairobi ICD LOT 2A** referenced above (the “Works”). A Bidder will be selected under the competitive bidding procedures described in the bidding documents associated with this IFB (the “Bidding Documents”). Bidders are advised that these procedures are governed by Trademark Africa Procurement Guidelines as contained in TMA procurement and Grants Manual. It is a Bidder’s responsibility to fully understand TMA procurement procedures and guidelines.
3. Eligible bidders may obtain further information from Trademark Africa ONLY via. <https://www.trademarkafrica.com>
4. A pre-bid meeting will be held on **18th July 2025, 10:00 AM (Kenya Time)**.
5. Eligible bidders shall be required to submit a separate **Technical** and **Financial** bid. First, a technical evaluation shall be conducted and **only** those bidders who meet the minimum qualification criteria shall have their Financial bids opened and subsequently evaluated.
6. Both Technical and Financial bid in **separate sealed** envelopes clearly marked “Technical Bid & Lot No.” and “Financial Bid & Lot No.” must be delivered to the address below on or before **4th August 2025 at 11.00 AM (Kenya Time)**. The Technical Bids will be opened on the same day in the presence of the Bidders’ representatives who choose to attend at the address below at **11.30 AM (Kenya time)**. Late bids shall be rejected and returned unopened.
7. The Technical and Financial bids shall remain valid for 120 days after bid opening date prescribed above.
8. The bid must be accompanied by a bid security of **United States dollars Ten Thousand Only (USD 10,000) only** issued directly by a reputable bank, in the form provided in the bidding documents. The bid security is not a percentage of estimated value of Civil works costs in any way. The bid security must be valid through to **15th December 2025**.
9. Bids submitted must be type written in Calibri Font 11 with pages numbered and a matching clear table of contents.
10. All documents in the bid are confidential and shall remain property of Trademark Africa and shall not, in any way, be shared, copied, transferred, and/or duplicated without prior written consent of the Trademark Africa .

11. The Bidding Documents consist of the following:

Part 1 – Bidding Procedures

Section I – Instructions to Bidders (ITB)

Section II – Bid Data Sheet (BDS)

Section III – Evaluation and Qualification Criteria

Section IV – Bidding Forms and BOQ

Section V – Eligible Countries

Part 2 – Employers Requirements

Section VI – Specifications and Drawings

Part 3 – Conditions of Contract and Contract Forms

Section VII – General Conditions of Contract (GCC)

Section VIII – Particular Conditions of Contract (PCC)

Section IX – Contract Forms and Confidentiality Agreement

12. Please inform us in writing at the following address upon receipt/ access: -

- a) That you received/ accessed this IFB.
- b) Whether you will submit a Bid.

Trademark Africa

Procurement Director procurement@trademarkafrica.com

NOTE TO THE BIDDERS:

- Bidders must read the instructions to bidders (ITB) together with the bid data sheet (**BDS**). The **BDS** complements, supplements, or amends the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions in the Bid Data Sheet (**BDS**) shall prevail over those in the ITB.

PART 1 – Bidding Procedure
Section I - Instructions to Bidders

Table of Clauses

A.	General.....	3
1.	Scope of Bid	3
2.	Source of Funds	4
3.	Fraud and Corruption	4
4.	Eligible Bidders	6
5.	Eligible Materials, Equipment and Services	8
B.	Contents of Bidding Document.....	8
6.	Sections of Bidding Document	8
7.	Clarification of Bidding Document, Site Visit, Pre-Bid Meeting	9
8.	Amendment of Bidding Document	10
C.	Preparation of Bids	10
9.	Cost of Bidding	10
10.	Language of Bid	11
11.	Documents Comprising the Bid	11
12.	Letter of bid (Qualification Technical & Financial)	11
13.	Alternative Bids	11
14.	Bid Prices and Discounts.....	12
15.	Currencies of Bid and Payment	13
16.	Documents Comprising the Qualification /Technical & Financial Proposal	13
17.	Documents Establishing the Qualifications of the Bidder.....	13
18.	Period of Validity of Bids	13
19.	Bid Security.....	14
20.	Format and Signing of Bid	15
D.	Submission and Opening of Bids.....	15
21.	Sealing and Marking of Bids	15
22.	Deadline for Submission of Bids	17
23.	Late Bids	17
24.	Withdrawal, Substitution, and Modification of Bids	17
25.	Technical Bid Opening.....	17
26.	Financial Bid Opening.....	18
E.	Evaluation and Comparison of Bids.....	19
27.	Confidentiality	19

28.	Clarification of Bids.....	19
29.	Deviations, Reservations, and Omissions.....	19
30.	Determination of Responsiveness.....	19
31.	Nonconformities, Errors, and Omissions.....	20
32.	Correction of Arithmetical Errors.....	20
33.	Conversion to Single Currency	21
34.	Margin of Preference	21
35.	Qualification/ Technical Evaluation of Bids.....	22
36.	Evaluation of Financial Bids.....	23
37.	Comparison of Bids.....	24
38.	Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids	24
F.	Award of Contract.....	24
39.	Award Criteria	24
40.	Notification of Award	24
41.	Signing of Contract	25
42.	Performance Security	25
43.	Adjudicator	25

Section I - Instructions to Bidders

A. General

1. Scope of Bid

The Financier, as indicated in the BDS, issues this Bidding Document for the procurement of the Works as specified in Section 6 (Financier's Requirements). The name, identification, and number of contracts of this bidding are provided in the BDS.

Throughout this Bidding Document:

- (a) the term "in writing" means communicated in written form and delivered against receipt.
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
- (c) "day" means calendar day.
- (d) "Applicable Guidelines" means the policies of Trademark Africa as contained in **TMA's Procurement and Grants Manual** that **shall** govern the selection and Contract award process as set forth in this invitation for Bid and the **Data Sheet**.
- (e) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (f) "Financier" means Trademark Africa (TMA).
- (g) "Recipient" means the Government, Government agency or other entity that signs the Financing Agreement with the TMA.
- (h) "Beneficiary" means the implementing agency.
- (i) "Client/Employer" means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (j) "Data Sheet" means an integral part of the Instructions to bidders (ITB) Section 2 that is used to reflect specific conditions to supplement or amend the provisions of the ITC.
- (k) "Government" means the government of the Client's country.
- (l) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one bidder where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where

the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

- (m) "Procuring entity" means the institution making a procurement to which these Guidelines applies as indicated in the **Data sheet**.
- (n) "Allocated" means Funds set aside in the Financer's budget specifically towards payment directly to the service provider/s against particular service/s or goods or works to the beneficiary or client procured by the Financer.

2. Source of Funds

- 2.1 The beneficiary indicated in the BDS has been allocated financing (hereinafter called "funds") from the Trademark Africa (hereinafter called "TMA") towards the cost of the project named in the BDS.
- 2.2 Payments by the TMA shall be made directly to the contractor only at the request of the Beneficiary and upon approval by TMA in accordance with the terms and conditions of the financing agreement between the Beneficiary and the TMA (hereinafter called the Funding Agreement) and will be subject in all respects to the terms and conditions. No party other than the Beneficiary shall derive any rights from the Funding Agreement or have any claim to the funds.

3. Fraud and Corruption

- 3.1 It is the TMA's policy to require that beneficiaries of TMA Funding, as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, under TMA-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.¹ In pursuance of this policy, the TMA: -
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads,

¹ In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.

² "Another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes TMEA staff and employees of other organizations taking or reviewing procurement decisions.

or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation³;

- (iii) “collusive practice” is an arrangement between two or more parties⁴ designed to achieve an improper purpose, including to influence improperly the actions of another party
- (iv) “misleading/ False information” this refers details (information) submitted by bidders under this tendering process that is established to a reasonable extent to be inaccurate
- (v) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁵;
- (vi) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a TMA investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the TMA’s inspection and audit rights provided for under sub-clause 3.1 (e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question.
- (c) will cancel the portion of the Funding allocated to a contract if it determines at any time that representatives of the Beneficiary or of a beneficiary of the Funding engaged in corrupt, fraudulent, collusive, or coercive practices during the

³ “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴ “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, noncompetitive levels.

⁵ “Party” refers to a participant in the procurement process or contract execution.

procurement or the execution of that contract, without the Beneficiary having taken timely and appropriate action satisfactory to the TMA to remedy the situation; and

- (d) will sanction a firm or an individual, at any time, in accordance with prevailing TMA's sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a TMA-financed contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a TMA-financed contract

3.2 In further pursuance of this policy, Bidders shall permit the TMA to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the TMA.

3.3 Furthermore, bidders shall be aware of the provision stated in GCC Sub-Clauses 22.2 and 56.2 (h).

4. Eligible Bidders

- 4.1 A Bidder may be a private entity, or government-owned entity—subject to ITB 4.6—or any combination of them in the form of a joint venture, under an existing agreement, or with the intent to constitute a legally-enforceable joint venture.
- 4.2 Unless otherwise stated in the BDS, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.
- 4.3 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.
- 4.4 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be automatically disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: -
 - (a) they have a controlling partner in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this bid; or

- (d) A firm or an individual may be declared ineligible to be awarded a TMA-financed contract upon completion of the TMA's sanctions proceedings as per its sanctions procedures, including inter alia: (i) temporary suspension in connection with an ongoing sanctions proceeding; (ii) cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks; and (iii) the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption.
 - (e) A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which either has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder's pre-qualification application or the bid; or (ii) appointed by the Beneficiary.
 - (f) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or
 - (g) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid: or
 - (h) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
 - (i) a Bidder, or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Beneficiary as Engineer for the contract.
- 4.5 A Bidder that has been sanctioned by the TMA in accordance with the above ITB 3.1 (d), or in accordance with the TMA's Guidelines on Preventing and Combating Corruption in Projects, shall be ineligible to be awarded a TMA-financed contract, or benefit from a TMA-financed contract, financially or otherwise, during such period of time as the TMA shall determine.
- 4.6 Government-owned enterprises in the Employer's country shall be eligible only if they can establish and demonstrate that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Recipient.

4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the **Procuring Entity**, as the **Procuring Entity** shall reasonably request.

4.8 This bidding is open to all eligible Bidders.

Firms shall be excluded if: -

- (a) as a matter of law or official regulation, the Beneficiary's country prohibits commercial relations with that country, provided that the TMA is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Beneficiary's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.
- (c) By debarment by act of Public Procurement and Disposal Act, Kenya, World Bank, TMA development funders or is under demonstrable litigation by a court of law.

5. Eligible Materials, Equipment and Services

- 5.1 The materials, equipment and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.3 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Procuring Entity's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.
- 5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Document

6. Sections of Bidding Document

- 6.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

Section I - Instructions to Bidders (ITB)

Section II - Bid Data Sheet (BDS)

Section III - Evaluation and Qualification Criteria

Section IV - Bidding Forms

Section V - Eligible Countries

PART 2 Employer's Requirements

Section VI - Works Requirements (or Employers Requirements/ specifications) and Drawings

PART 3 Conditions of Contract and Contract Forms

Section VII - General Conditions of Contract (GCC)

Section VIII - Particular Conditions of Contract (PCC)

Section IX - Contract Forms and Confidentiality Agreement

6.2 The Invitation for Bids issued by the Procuring Entity is part of the Bidding Document.

6.3 The Procuring Entity is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Procuring Entity in the Invitation for Bids.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the bid being declared unresponsive or bid rejection.

7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within a period given in the BDS. The Procuring Entity shall upload copies of response on its website (<https://www.trademarkafrica.com>) for all prospective Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source to access and incorporate the same in its bid preparation. Should the Procuring Entity deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.

7.2 The Bidder is encouraged to visit and examine the Site of Works and its surroundings and obtain for itself, at its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

7.3 The Bidder and any of its personnel or agents will be granted permission by the Procuring Entity to enter the Beneficiary's premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents

will release and indemnify the Procuring Entity, Beneficiary and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Procuring Entity not later than five calendar days before the pre-bid meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3 by way of uploading the same on the Procuring Entity's website. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Entity exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of bids, the Procuring Entity may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Procuring Entity in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.

C. Preparation of Bids

9. Cost of Bidding

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity and Beneficiary shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**11. Documents
Comprising the Bid**

- 11.1 Bidders are required to prepare and submit separate **Qualification/ Technical** and **Financial bids**. The bid submission method shall be a one stage two envelope method. The one stage two envelope submission method requires a Bidder to submit a single envelope containing two separately sealed envelopes, labelled Qualification/ Technical bid and financial bid which are opened on different dates at separate bid openings. Bidders shall complete all forms provided in Section IV. False declaration and/or lack of declaration shall lead to automatic disqualification pursuant to ITB 3.19(a)(iv).
- 11.2 The Qualification/Technical Bid comprises the Qualification Criteria as set out in the completed Forms including documents as set out in Section IV and a Technical Proposal which comprises of the details on the completed Forms and Documentation contained within Section IV.
- 11.3 In addition to the requirements under ITB 11.2, bids submitted by a JVA shall include a copy of the Joint Venture Agreement entered into by all partners Or a letter of intent to form a joint venture.
- 11.4 The Financial Bid shall comprise: -
- a. The Letter of Financial Bid.
 - b. Full Bill of Quantities prepared using the relevant forms furnished in Section IV. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

**12. Letter of bid
(Qualification
Technical &
Financial)**

- 12.1 A Qualification letter shall be included in the Qualification / Technical bid Submission.
- 12.2 The Letter of Financial Bid shall accompany the Financial Bid in a separate sealed envelope.

13. Alternative Bids

- 13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.

13.3 When specified in the BDS pursuant to ITB 13.1, and subject to ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Procuring Entity's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Procuring Entity.

13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section VI (Employer's Requirements). The method for their evaluation will be stipulated in Section III (Evaluation and Qualification Criteria).

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Letter of Financial Bid and in the Bill of Quantities shall conform to the requirements specified below.

14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Procuring Entity when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

14.3 The price to be quoted in the Letter of Financial Bid, in accordance with ITB 12.2, shall be the total price of the Bid, excluding any discounts offered.

14.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Letter of Financial Bid, in accordance with ITB 12.2.

14.5 Unless otherwise provided in the BDS and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Procuring Entity may require the Bidder to justify its proposed indices and weightings.

14.6 Unless otherwise provided in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indices

and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV (Bidding Forms) and the Procuring Entity may require the Bidder to justify its proposed indices and weightings.

- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the Bidder.

15. Currencies of Bid and Payment

- 15.1 The currency(ies) of the bid shall be as specified in the BDS.

- 15.2 Bidders may be required by the Procuring Entity to justify, to the Procuring Entity's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the appropriate form(s) of Section IV, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

16. Documents Comprising the Qualification /Technical & Financial Proposal

- 16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

- 16.2 The Financial Proposal must be prepared using the information provided in the Bill of quantities. Bidders shall list all costs associated with the assignment.

17. Documents Establishing the Qualifications of the Bidder

- 17.1 To establish its qualifications to perform the Contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section IV (Bidding Forms).

- 17.2 Domestic Bidders, individually or in joint ventures, applying for eligibility for a 7½-percent margin of domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 33.

18. Period of Validity of Bids

- 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Procuring Entity. A bid valid for a shorter period shall be rejected by the Procuring Entity as nonresponsive.

- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without

forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.

- 18.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
- a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS.
 - b) In the case of adjustable price contracts, to determine the Contract price, the fixed portion of the bid price shall be adjusted by the factor specified in the BDS.
 - c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

- 19.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, in original form, either a Bid Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount shall be as specified in the BDS
- 19.2 A bid securing declaration shall use the for include in section IV (bidding forms)
- 19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be in the form of an unconditional guarantee issued by a reputable bank from and eligible country. The bid security shall be submitted using the Bid Security Form included in Section IV (Bidding Forms) and the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.
- 19.4 Any bid not accompanied by an enforceable and substantially compliant bid security or Bid Securing Declaration, if required in accordance with ITB 19.1, shall be rejected by the Procuring Entity as nonresponsive.
- 19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 41.
- 19.6 If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 19.7 The bid security may be forfeited or the Bid Securing Declaration executed: -

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Financial Bid, except as provided in ITB 18.2 or
- (b) if the successful Bidder fails to: -
 - (i) Sign the Contract in accordance with ITB 40; or
 - (ii) Furnish a performance security in accordance with ITB 41.

19.8 The Bid Security or the Bid Securing Declaration of a JV shall be in the name of the JV that submits the bid. If the JV has not been constituted into a legally enforceable JV, at the time of bidding, the Bid Security or the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid in the number specified in the BDS, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature.
- 20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

- 21.1 The original and all copies of the technical bid shall be placed in a sealed envelope clearly marked "Qualification/ Technical Bid," and the original and all copies of the Financial Bid in a separate sealed envelope clearly marked "Financial Bid". The envelopes shall be securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 21.2 Additionally, a CD ROM containing an electronic version of the contents of the Technical Bid contained in each envelope shall be placed in the respective Technical Bid envelope.

- 21.3 A separate CD ROM containing an electronic version of the contents of the Financial Bid contained in each envelope shall be placed in the respective Financial Bid envelope.
- 21.4 Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "Original", "Alternative" and "Copy." These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.5 The envelopes containing the Qualification/Technical and Financial Bids shall: -
- (a) bear the name and address of the Bidder.
 - (b) be addressed to the Procuring Entity in accordance with ITB 22.1; and
 - (c) Bear the Procurement Reference Number (PRQ20241665) of this bidding process.
- 21.6 The Financial Bid shall also bear a warning "**Do Not Open with the Technical Bid**".
- 21.7 The two envelopes shall be placed in an outer envelope which shall be securely sealed in such a manner that opening and resealing cannot be achieved undetected.
- 21.8 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.
- 21.9 The outer envelope shall: -
- a) bear the name and address of the Bidder.
 - b) be addressed to the Procuring Entity in accordance with ITB 22.1.
 - c) bear the Procurement Reference number of this bidding process; and
 - d) Bear a warning not to open before the time and date for bid opening, in accordance with ITB 25.1.
- 21.10 The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "Original", "Alternative" and "Copy." These envelopes containing the original and the copies shall then be enclosed in their respective envelopes for "Qualification/ Technical Bid" and "Financial Bid".

- 21.11 If all envelopes are not sealed and marked as required, the Procuring Entity shall assume no responsibility for the misplacement or premature opening of the bid.
- 22. Deadline for Submission of Bids**
- 22.1 Bids must be received by the Procuring Entity at the address and no later than the date and time indicated in the BDS.
- 22.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Bids**
- 23.1 The **Procuring Entity** shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the **Procuring Entity** after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids**
- 24.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be: -
- (a) Prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
 - (b) Received by the Procuring Entity prior to the deadline prescribed for submission of bids, in accordance with ITB 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Financial Bid or any extension thereof.
- 25. Technical Bid Opening**
- The Procuring Entity shall open the bids in public at the address, date and time specified in the BDS in the presence of Bidders' designated representatives and anyone who choose to attend. All Financial Bids will remain sealed at this stage. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as specified in the BDS.

First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; and any other details as the Procuring Entity may consider appropriate. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 23.1.

The Procuring Entity shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder, country of registration and whether there is a withdrawal, substitution, or modification and the presence or absence of a bid security (including issuing bank and bid security amount), if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

26. Financial Bid Opening

26.1 After the Qualifying/ Technical evaluation is completed, the Procuring Entity shall notify those Bidders, whose bids will not pass to the financial comparison, indicating that their Financial Bids will be returned unopened after completing the evaluation process. The Procuring Entity shall simultaneously notify the Bidder(s) whose bids will proceed to the financial comparison indicating the date and time set for opening the Financial Bid(s). The opening date shall not be sooner than one week after the Qualifying/ Technical evaluation outcome notification date. The notification will be sent by email.

26.2 The Financial Bid(s) shall be opened in the presence of the Bidders' representatives who choose to attend. The name of the Bidder and the bid price shall be read aloud and recorded when the Financial bid(s) are opened. If so requested by the Procuring Entity in the BDS, the Letter of Financial Bid and the Bill of Quantities are to be initialled by representatives of the Procuring Entity attending bid opening in the manner indicated in the BDS. The Procuring Entity shall prepare minutes of the public opening and share with all bidders who participated in the tender process.

E. Evaluation and Comparison of Bids**27. Confidentiality**

27.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

27.2 Any attempt by a Bidder to influence the Procuring Entity in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

27.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it may do so in writing.

28. Clarification of Bids

To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Procuring Entity may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the bids, in accordance with ITB 32.

If a Bidder does not provide clarifications of its bid by the date and time set in the Procuring Entity's request for clarification, its bid may be rejected.

During the evaluation of bids, the following definitions apply:

29. Deviations, Reservations, and Omissions

(a) "Deviation" is a departure from the requirements specified in the Bidding Document.

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

(c) "Omission" is the failure to submit part, or all of the information or documentation required in the Bidding Document.

30. Determination of Responsiveness

30.1 The Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.

30.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would:

- (i) Affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) Limit in any substantial way, inconsistent with the Bidding Document, the Procuring Entity's rights or the Bidder's obligations under the proposed Contract; or
- (b) If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

30.3 The Procuring Entity shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VI (Employer's Requirements) have been met without any material deviation, reservation or omission.

30.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

31. Nonconformities, Errors, and Omissions

31.1 Provided that a bid is substantially responsive, the Procuring Entity may waive any non-conformity in the bid.

31.2 Provided that a bid is substantially responsive, the Procuring Entity may request in writing through an email that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

31.3 Provided that a bid is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the methods indicated in Section III (Evaluation and Qualification Criteria).

32. Correction of Arithmetical Errors

32.1 Provided that the bid is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:

- (a) only for unit price contracts, 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, unless in the opinion of the Procuring Entity there is an obvious

misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; al(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be declared non-responsive.

33. Conversion to Single Currency

For evaluation and comparison purposes, the currency (ies) of the bid shall be converted into a single currency as specified in the BDS.

34. Margin of Preference

34.1 A margin of preference shall not apply, unless otherwise specified in the BDS.

34.2 Domestic bidders shall provide all evidence necessary to prove that they meet the following criteria to be eligible for a 7½ percent margin of preference in the comparison of their bids with those of bidders who do not qualify for the preference. They should: -

- (a) be registered within the country of the Procuring Entity's country.
- (b) have majority ownership by nationals of the Procuring Entity's country.
- (c) Not subcontract more than 10 percent of the Contract Price, excluding provisional sums, to foreign contractors.

34.3 The following procedure shall be used to apply the margin of preference: -

- (a) Responsive bids shall be classified into the following groups:
 - (i) Group A: bids offered by domestic bidders and joint ventures meeting the criteria of ITB Sub-Clause 34.2; and
 - (ii) Group B: all other bids.
- (b) For the purpose of further evaluation and comparison of bids only, an amount equal to 7½ percent of the evaluated Bid prices determined in accordance with ITB Sub-Clause 34.2 shall be added to all bids classified in Group B.

**35. Qualification/
Technical
Evaluation of Bids**

- 35.1 The Procuring Entity shall check that the bidder and all companies forming a JV do not contravene the Eligible Countries requirement given in Section V. A bid failing to meet the requirements shall be rejected.
- 35.2 The Procuring Entity shall determine whether the Bidder is qualified to perform the Contract satisfactorily. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 11, to clarifications in accordance with ITB Clause 28 and the qualification criteria indicated in Section III, Evaluation Methodology, and Criteria. A bid shall be rejected at this stage if it does not meet the specified technical/ qualifying criteria.
- 35.3 The Procuring Entity will carry out a detailed evaluation of the technical aspects on the basis of the Bidder's responsiveness to the Procuring Entity's Requirements, applying the evaluation criteria, sub-criteria, and methodology specified in Section III, Evaluation Methodology, and Criteria. A bid shall be rejected at this stage if it does not respond to important aspects of the Procuring Entity's Requirements or if it fails to achieve the minimum technical requirements indicated in Section III, Evaluation Methodology and Criteria. A bid shall be rejected at this stage if it does not meet the specified technical criteria.
- 35.4 Bidders planning to subcontract any of the key activities indicated in Section III, Qualification/Technical Criteria, shall specify the activities or parts of the works to be subcontracted in the Bid Submission Form. Applicants shall clearly identify the proposed specialist subcontractors in Forms ELI-1.2 and EXP (experience)-4.2(b) in Section IV, Bidding Form. Such proposed specialist subcontractor(s) shall meet the corresponding qualification requirements specified in Section III, Qualification/Technical Criteria and Requirements.
- 35.5 At this time, the Procuring Entity does not intend to execute certain specific parts of the Works by subcontractors selected in advance by the Procuring Entity (Nominated Subcontractors) unless otherwise stated in the BDS.
- 35.6 Only those bids meeting the Technical/ Qualification Criteria and have an acceptable Technical Evaluation will proceed to the Financial Evaluation.
- 35.7 A bid whose Qualification/ Technical proposal/ bid contains any financial proposal/ bid information shall be automatically rejected and be declared nonresponsive. It shall not be subjected to further evaluation.

36. Evaluation of Financial Bids

- 36.1 The Procuring Entity shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 36.2 To evaluate a bid, the Procuring Entity shall consider the following:
- a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork items, were priced competitively.
 - b) any percentage mark ups of Provisional Sums and all Provisional Items
 - c) price adjustment for correction of arithmetic errors in accordance with ITB 32.1.
 - d) price adjustment due to discounts offered in accordance with ITB 14.4.
 - e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 33.
 - f) price adjustment indices is within the ranges prescribed by the Procuring Entity.
 - g) adjustment for nonconformities in accordance with ITB 31.1.
- 36.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 36.4 If these Bidding Documents allow Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Financial Bid Form, is specified in Section III, Evaluation and Qualification/Technical Criteria.
- 36.5 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Procuring Entity, the Procuring Entity may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Procuring Entity against financial loss in the event of default of the successful Bidder under the Contract.

- 36.6 Activities and items described in the Qualification/ Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
- 37. Comparison of Bids** The Procuring Entity shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with ITB 36.
- 38. Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids** The Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process entirely and reject all bids at any time prior to contract award without thereby incurring any liability whatsoever to Bidders. In case of annulment, the Procuring Entity shall notify all bidders about the same and bidders shall be required to collect their bids submitted and specifically, bid securities, at a location to be made known to bidders.

F. Award of Contract

- 39. Award Criteria**
- 39.1 Subject to ITB 37.1, the Procuring Entity shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 39.2 **The contract award shall be subject to the following conditions:**
- - No-action - This is a period that gives bidders an opportunity to seek feedback on the entire selection process. Further information on this is available in the Financer's procurement guidelines.**
 - Due diligence -** At the end of the no-action period, the Financer may decide to conduct due diligence (DD) on the MEAT bidder so as to ascertain the information evaluated in the bid submitted. A positive DD outcome shall be followed by pre-contract clarification and contracting thereafter upon agreement. A negative DD outcome shall lead to award notification being withdrawn by the Financer without liability whatsoever and the second (2nd) ranked bidder being approached for a DD and subsequent contracting if successful.
- 40. Notification of Award** Prior to the expiration of the period of bid validity and subject to provisions of ITB 39, the Procuring Entity shall notify the successful Bidder, in writing, via the Letter of Acceptance included in the Contract Forms, that its bid has been accepted. At the same time, the Procuring Entity shall also notify all other Bidders of the results of the bidding, and shall publish on TradeMark Africa website, www.trademarkea.com. The published information shall be:
- i. Name of each Bidder who submitted a Bid.

- ii. Name of bidders whose bids were rejected and the reasons for their rejection; and
- iii. Name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

Until a formal contract is prepared and executed, the notification of award shall not constitute a binding Contract.

The Procuring Entity shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 39.1, requests in writing the grounds on which its bid was not selected.

41. Signing of Contract

- 41.1 On expiration of no-action period after notification date; the Procuring Entity having responded to request as per ITB 40.3 shall send the successful bidder the Letter of Acceptance.
- 41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Procuring Entity.

42. Performance Security

- 42.1 Within twenty-eight (28) days of the receipt of notification of award from the Procuring Entity, the successful Bidder shall furnish the performance security to the Employer in accordance with the conditions of contract, subject to GCC 49.1 using for that purpose the Performance Security Form included in Section IX (Contract Forms and Confidentiality Agreement), or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.
- 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Procuring Entity may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.
- 42.3 The above provision shall also apply to the furnishing of a domestic preference security if so required.

43. Adjudicator

The Employer proposes the person named in the BDS to be appointed as Adjudicator under the Contract, at the hourly fee specified in the BDS, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the Particular Conditions of Contract

(PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

44. Environmental and Social Safeguards Requirements

The contractor shall comply with the following Environmental and Social Safeguards (ESS) during project execution. TradeMark Africa (TMA) adopts the World Bank's Environmental and Social Framework (ESF 2016) as materially consistent with its internal ES requirements. Therefore, the contractor must comply with the ESF and the corresponding Environmental and Social Standards (ESSs). Full ESF details are available at: <https://www.worldbank.org/en/projects-operations/environmental-and-social-framework>.

The contractor is expected to take all reasonable measures to protect the environment and people (both on and off-site). Failure to meet adequate safeguards may result in TMA halting project activities.

Contractor responsibilities include, but are not limited to, no child or forced labour, adherence to adequate health, safety, and environmental standards, prevention of pollution and environmental degradation, meaningful stakeholder engagement and grievance management, Protection from Sexual Exploitation, Abuse, and Harassment (PSEAH).

The contractor will submit regular reports on the implementation status of environmental and social aspects including, but not limited to; waste management practices; workers' welfare (including PPE provision and compliance); records of any accidents, injuries, or incidents; toolbox talks conducted; grievances received and actions taken; induction of new staff including safeguarding (PSEAH, prohibited behaviours; status of salary payments (monthly).

The contractor must also assign a safeguarding focal point/sociologist or safety officer, keep records of signed code of conduct by all workers, maintain an incident and accident register, maintain payroll and gender-disaggregated labor records, provide emergency preparedness plans and cooperate with spot checks by employer/financier, where required.

The contractor shall be required to fully comply with the Environmental and Social Safeguards Requirements in this tender document

Section II - Bid Data Sheets

A. Introduction

ITB 1 (d)	<p>The name of the bidding process is: International Competitive bidding (ICB) using Trademark Africa Procurement Guidelines</p> <p>The identification number of the bidding process and identification of lots comprising this bidding process is: PRQ20241665</p> <p>Civil Works for Implementation of Proposed Gate and Traffic Management Plan for Mombasa Port and Nairobi ICD: LOT 2A</p>
ITB 1 (e)	Applicable law: Kenya
ITB 1 (f)	The Financier is: Trademark Africa
ITB 1 (i)	The Client/Employer is Kenya Ports Authority
ITB 1 (m)	The Procuring Entity: Trademark Africa
ITB 2.1	The Beneficiary is: Kenya Ports Authority
ITB 2.1	The name of the Project is: Civil Works for Implementation of Proposed Gate and Traffic Management Plan for Mombasa Port and Nairobi ICD: LOT 2A
ITB 3.1 (a) (vi)	False declaration or lack of declaration shall lead to automatic disqualification
ITB 4.1	<p>The tender is open to a consortium of firms that demonstrate the following capabilities:</p> <p>Prime Contractor: Registered with the National Constructors Authority Category NCA 5 or 4 for both Civil and Roads Works.</p>
ITB 7.1	<p>For <u>clarification purposes</u>, the Procuring Entity's address is:</p> <p>Attention: Procurement Director</p> <p>Kenya Ports Authority c/o</p> <p>Street Address: Trademark Africa, Equatorial Fidelity Centre, Waiyaki Way, Westlands,</p> <p>Floor/Room number: 2nd Floor</p> <p>City: Nairobi</p> <p>ZIP Code:</p> <p>Country: Kenya</p> <p>Telephone: +254- 20- 4235000</p> <p>Electronic mail address: <u>procurement@trademarkea.com</u></p> <p>Requests for clarification should be received by the Procuring Entity no later than: 7 (seven) calendar days to closure of the tender, that is, no later than 28th July 2025 (11.00 AM Kenya time)</p>

ITB 7.4	<p>A Pre-Bid meeting “shall” take place. If a Pre-Bid meeting will take place, it will be at the following date, time and place:</p> <p>Date: 18th July 2025</p> <p>Time: 10:00 AM (Kenya Time)</p> <p>Place: Bidder shall congregate at the KPA Procurement Conference Room of KPA located in the Port of Mombasa</p> <p>A site visit conducted by the Procuring Entity “shall be” organized and shall be part of the pre-bid meeting.</p>
ITB 10.1	<p>The language of the bid is: English</p>
ITB 11.2	<p>The Bidder shall submit with its bid the following additional documents. Mandatory requirement:</p> <ul style="list-style-type: none"> a) Power of attorney signed before a commissioner for oaths; b) NCA registration certificate for civil or road works Category 4 or 5 valid at least until the date of bids submission deadline; c) Signed JV agreement or intention to sign one (for JV); d) Signed, Stamped and Valid Bid security from a reputable commercial bank; e) TMA Signed Supplier Code of Conduct; f) Certificate of incorporation; and g) Tax clearance certificate valid at least until the date of bids submission deadline. <p>Bidders SHALL be required to include documents a – g in their Technical Proposal. Documents a – e above are mandatory and failure to provide them SHALL lead to automatic disqualification of your submission.</p> <p>Furthermore, the successful bidder shall be required to submit tax compliance certificate (or proof of similar registration in the bidder’s home country) and incorporation for all entities that shall be part of the project implementation after completion of the evaluation process and upon notification of award of contract , failure by the successful bidder to submit the document within specified time after the 7 day no-action period shall invalidate the award notification and the 2nd best evaluated bidder shall be automatically considered upon fulfilling the requirements.</p> <p>The bidder shall submit with its bid the following additional documents;</p> <ul style="list-style-type: none"> • Qualification/Technical Bid Submission Sheet, • Bidder Information Form ELI -1, • Bidder's Party Information Form ELI -1.2, • Historical Contract Non-Performance Form CON – 2 • Financial Situation Form FIN – 3.3 • Average annual construction turnover – Form FIN – 3.2 • Financial Resources Form FIN – 3.3 • Available Tender Capacity Part 1 Form ATC – 5.1(a) • Available Tender Capacity Part 2 Form ATC 5.1(b,

	<ul style="list-style-type: none"> • General Construction Experience –Form EXP - 4.1, • Similar Construction Experience –Form EXP - 4.2(a), • Construction Experience in Key Activities –Form EXP - 4.2(b) • Form of Bid Security, • Fair Price Declaration Form. • List of employers in the past 3 years; • References from these employers indicating or confirming commitments or undertakings by the bidder • Where a Joint Venture is proposed a copy of the Joint Venture Agreement entered into by all partners or a letter of intent to form a joint venture, and • Signed supplier Code of conduct • Any other relevant document • Details of proposed method statement: <ul style="list-style-type: none"> a. Site Organisation b. Method Statement; c. Mobilisation Schedule; d. Construction Schedule; e. Quality Assurance System; <p style="margin-left: 40px;">a) Availability of Equipment (owned or leased) Availability of Equipment (owned or leased);</p> <p style="margin-left: 40px;">b)</p> <p style="margin-left: 40px;">c)</p> <p style="margin-left: 40px;">d)</p> <p style="margin-left: 40px;">e) Equipment;</p> <p style="margin-left: 40px;">f) Personnel; and</p> <p style="margin-left: 40px;">g) Any other relevant detail</p> <p style="margin-left: 40px;">f)Health and Safety Aspects.</p> <p style="margin-left: 40px;">g. Method statement and commitment to comply with Environment and Social safeguards requirements of TMA</p> <p style="margin-left: 40px;">h. Method statement and commitment to follow and implement ISO 26000 related to Corporate Social Responsibility</p> <p style="margin-left: 40px;">i. Availability of Personnel; and</p> <p style="margin-left: 40px;">j. Any other relevant detail.</p> <p style="margin-left: 40px;">The evaluation process shall be conducted as follows:</p> <p style="margin-left: 40px;">- a. Stage 1: Assessment of Qualification as stipulated in section III (Qualification and Evaluation Criteria) sub-section 2;</p> <p style="margin-left: 40px;">b. Stage 2: Assessment of Technical Bid as stipulated in section III (Qualification and Evaluation Criteria) sub-section 3; and</p> <p style="margin-left: 40px;">c. Stage 3: Assessment of Financial Bid.</p> <p style="margin-left: 40px;">N/B: Failure of a bid to meet the minimum qualification requirements at any of the 3 stages above shall prevent its further consideration on subsequent stages and the bid shall therefore be declared nonresponsive.</p>
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B. Bidding Documents**C. Preparation of Bids**

ITB 13.1	Alternative bids “shall not be” permitted.
ITB 13.2	The time for completion for each lot shall be “different for each lot (see Section VI)” . Alternative times for completion beyond the specified time for completion “shall not be” permitted.
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: N/A.
ITB 14.6	The prices quoted by the Bidder “shall not be” subject to adjustment during the performance of the Contract.
ITB 15.1	The prices shall be quoted by the bidder in: United States Dollars (USD\$)
ITB 18.1	The bid validity period shall be: 120 days from bid opening date.
ITB 17.2	Not applicable
ITB 18.1	The bid validity period shall be: 120 days from the bid opening date.
ITB 19.1	The Bidder shall furnish a bid security in the amount of USD 10,000 [United States Dollars Twenty Thousand Only] In the form of a bank guarantee in the format provided in Section IV – Bidding Forms
ITB 19.3	Bid Security Validity: 31st December 2025
ITB 20.1	<p>In addition to one (1) original bid, the tenderer shall be required to provide 3 copies and 1 soft copy in a flash disk. The Flash disks should be put in the respective technical and financial bid envelopes. The submission shall be as follows.</p> <p>-1 original technical proposal and three copies plus a soft copy in a flash disk – these shall altogether be placed in an envelope marked Technical Bid.</p> <p>- 1 original Financial proposal and three copies plus a soft copy of the same in a flash disk (The soft copy financial proposal) must be all placed together in an envelope marked Financial Bid.</p> <p>Softy copy of Financial (Flash Disk) SHALL not be placed in the Technical envelope.</p> <p>Failure to submit as required shall lead to automatic disqualification.</p>

ITB 20.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall indicate:</p> <p>(a) A Power of Attorney which must be witnessed by a commissioner for oaths; and</p> <p>(b) In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 4.1(a), and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</p> <p>(c) The Power of Attorney and JV Agreement or intention to sign one MUST be submitted with the technical bid.</p>
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D. Submission and Opening of Bids

ITB 21.1	Bidders “shall not” have the option of submitting their bids electronically.
ITB 22.1	<p>For bid submission purposes, the Procuring Entity’s address is: Trademark Africa, Equatorial Fidelity Centre</p> <p>Attention: Procurement Director Street Address: Waiyaki Way, Westlands Floor/Room number: 2nd Floor City: Nairobi Country: Kenya</p> <p>The deadline for bid submission is: Date: 4th August 2025 Time: 11.00 am (Kenya time)</p>
ITB 25.1	<p>The Technical/ Qualification bid opening shall take place at:</p> <p>TradeMark Africa, Equatorial Fidelity Centre, 2nd Floor, Waiyaki Way, Westlands, Nairobi, KENYA.</p> <p>Date: 4th August 2025 Time: 11.30 am</p>
ITB 26	<p>The Financial proposal</p> <p>This will be for bidders who are found to be technically qualified.</p> <p>Venue: same as in ITB 25.1</p> <p>Date: To be confirmed.</p> <p>Time: To be confirmed.</p>

E. Evaluation and Comparison of Bids

ITB 33.1	Not applicable
ITB 34.1	A margin of preference “ shall Not ” apply.
ITB 42.1 and 42.2	<p>The successful Bidder shall be required to submit an Environmental and Social (ES) Performance Security.</p> <p>In addition to the original text of the GCC 42.1 and 42.2: bank performance guarantee of 1.5% of the total contract amount from a reputable commercial bank tier one confirmed via SWIFT system to TMA’s bank, NCBA Nairobi is required for the compliance with Environmental and Social Safeguards, namely: compliance with the Supplier Code of Conduct; issuance of contracts to contractor’s workers/staff; timely payment of salaries and suppliers; timely (within 48 hours) SEAH incident notification to TMA; compliance with OSHA (Occupational, Safety and health Administration) at site and compliance with environmental management on site.</p> <p>[Note: The ES Performance Security shall normally be required where ES risks are high.]</p>
ITB 43.1	<p>The Adjudicator proposed by the Employer is: To be proposed at a later stage and agreed upon with the successful bidder.</p> <p>The hourly fee for this proposed Adjudicator shall be: To be proposed at a later stage and agreed upon with the successful bidder.</p> <p>The biographical data of the proposed Adjudicator is as follows: To be proposed at a later stage and agreed upon with the successful bidder.</p>

Section III - Evaluation and Qualification Criteria

This section contains all the criteria that the Procuring Entity shall use to evaluate bids and qualify Bidders if the bidding was not preceded by a prequalification exercise and post-qualification is applied. In accordance with ITB 35 and ITB 36, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 4 (Bidding Forms).

Table of Criteria

1.	Evaluation.....	34
1.1	Adequacy of Technical Proposal	34
1.2	Multiple Contracts.....	34
1.3	Completion Time	34
1.4	Technical Alternatives	34
1.5	Margin of Preference	34
2.	Assesment of Qualification.....	35
2.1	Eligibility	35
2.2	Historical Contract Non-Performance.....	36
2.3	Financial Situation	37
2.4	Experience	38
2.5	Personnel.....	41
2.6	Equipment	42

1. Evaluation

The evaluation shall be conducted in three sequential stages:

- a. Assessment of Qualification.
- b. Assessment of Technical Bid; and
- c. Assessment of Financial Bid.

N/ B: Failure of a bid at any stage shall prevent its further consideration.

In addition to the criteria listed in **ITB 35** the following criteria shall apply:

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VI Works Requirements (Employer's Requirements) and Drawings.

1.2 Multiple Contracts

Pursuant to Sub-Clause 35.4 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows: **N/ A**

1.3 Completion Time

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows: **N/ A**

1.4 Technical Alternatives

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows: **N/ A**

1.5 Margin of Preference

If a margin of preference shall apply under ITB 33.1, the procedure will be as follows as:

Responsive bids shall be classified into the following groups:

1. Group A: bids offered by domestic bidders and joint ventures meeting the criteria of ITB Sub-Clause 34.2; and
2. Group B: all other bids.

For the purpose of further evaluation and comparison of bids only, an amount equal to 7½ percent of the evaluated Bid prices determined in accordance with ITB Sub-Clause 34.2 shall be added to all bids classified in Group B.

2. Assessment of Qualification

Factor	2.1 Eligibility					
Sub-Factor	Requirement	Criteria				Documentation Required
		Single Entity	Bidder			
			Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.1.1 Nationality	Nationality in accordance with ITB 4.2.	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N / A	Form ELI -1.1 and 1.2, with attachments
2.1.2 Conflict of Interest	No- conflicts of interests as described in ITB 4.3.	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	N / A	Letter of Bid
2.1.3 TMA Ineligibility	Not having been declared ineligible by the TMA as described in ITB 4.4.	Must meet requirement	Existing JV must meet requirement	Must meet requirement	N / A	Letter of Bid
2.1.4 Government Owned Entity	Compliance with conditions of ITB 4.5	Must meet requirement	Must meet requirement	Must meet requirement	N / A	Form ELI - 1.1 and 1.2, with attachments
2.1.5 Ineligibility based on a United Nations resolution or Beneficiary’s country law	Not having been excluded as a result of the Beneficiary’s country laws or official regulations, or by an act of compliance with UN Security Council resolution, in accordance with ITB 4.8	Must meet requirement	Existing JV must meet requirement	Must meet requirement	N / A	Letter of Bid

Factor	2.2 Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.2.1 History of non-performing contracts	Non-performance of a contract did not occur within the last two (2) years prior to the deadline for application submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the bidder have been exhausted.	Must meet requirement by itself or as partner to past or existing JV	N / A	Must meet requirement by itself or as partner to past or existing JV	N / A	Form CON - 2
2.2.2 Pending Litigation	All pending litigation shall in total not represent more than ten percent (10 %) of the Bidder’s net worth and shall be treated as resolved against the Bidder.	Must meet requirement by itself or as partner to past or existing JV	N / A	Must meet requirement by itself or as partner to past or existing JV	N / A	Form CON - 2

Factor	2.3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	
2.3.1 Historical Financial Performance	Submission of audited balance sheets for the last three [3] years to demonstrate the current soundness of the bidder’s financial position and its prospective long-term profitability.	Must meet requirement	N / A	Must meet requirement	N / A	Form FIN - 3.1 with attachments
2.3.2. Average Annual Turnover	Minimum average annual turnover of USD 900,000 calculated as total certified payments received for contracts in progress or completed, within the last three (3) years	Must meet requirement	Must meet requirement	Must meet thirty percent (30 %) of the requirement	Must meet sixty percent (70 %) of the requirement	Form FIN - 3.2

2.3.3. Financial Resources	The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet: (i) the following cash-flow requirement: USD \$ 100,000 (One Hundred Thousand) and (ii) the overall cash flow requirements for this contract and its concurrent commitments.	Must meet requirement	Must meet requirement	Must meet Thirty percent (30 %) of the requirement	Must meet sixty percent (70 %) of the requirement	Form FIN - 3.3
Factor	2.4 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All partners combined	Each partner	At least one partner	

2.4.1 General Experience	Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last five [5] years prior to the applications submission deadline, and with activity in at least nine (9) months within the five years.	Must meet requirement	N / A	Must meet requirement	N / A	Form EXP-4.1
2.4.2 Specific Experience	(a)Participation as contractor, management contractor, or subcontractor, in at least three (3) contracts within the last Five (5) years, with a cumulative value of at least Six hundred thousand united states dollars (USD \$ 600,000 that have been successfully and substantially completed and that are similar to the proposed Works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described below .	Must meet requirement	Must meet requirements for all characteristics	N / A	Must meet requirement for one characteristic	Form EXP - 2.4.2(a)

2.4.2 Specific Experience	<p>b) For the above or other contracts executed during the period stipulated in 2.4.2(a) above, a minimum experience in the following key activities:</p> <p>a) Undertaken Hot Thermoplastic painting works of minimum 30,000 m² in major National Highways or Ports.</p> <p>b) At least 1 No. of the three should have been undertaken for yard marking painting works using two pack epoxy paint of a minimum 4,000 m² in an operational port/ airport, National Highways with TO traffic .</p> <p>c) At least 1 No. of the three should have been undertaken for yard marking painting works using acrylic paint of a minimum 500 m² in an operational port or National Highway with TO traffic</p> <p>d) Installation of at least 40 No. traffic signs</p>	Must meet requirements	Must meet requirements	N / A	Must meet requirements	Form EXP - 2.4.2(b)
References	Satisfactory References from Employers	Must be substantially satisfactory	Must be substantially satisfactory	Must be substantially satisfactory	Must be substantially satisfactory	Form EXP - 4.2(a)

2 Assessment of Technical Bid

Evaluation of bidder's Technical Bid/s shall include an assessment of the Bids with respect to the following:

- a) Site Organisation.
- b) Proposed methodology (method statement and work plan);
- c) Mobilisation Schedule.
- d) Construction/Work Schedule.
- e) Specific Quality management plan
- f) Quality Assurance System to include the following:
 - Technical data sheets and Material safety data sheets for Epoxy paint, acrylic paint and Hot thermoplastic paint from manufacturers that the bidder intends to utilize shall comply with the technical performance requirements attached below.
 - Manufacturer's test certificates for Epoxy paint, acrylic paint and Hot thermoplastic paint from manufacturers that the bidder intends to utilize.
 - Sample Test results from accredited testing laboratories in Kenya, in the tenderer's name and project specific to ascertain compliance of the paints with the relevant standards for Epoxy paint, acrylic paint and Hot thermoplastic paint
 - Anti-climb fence technical specifications to adhere to the bid specifications
- g) Technology proposed; and
- h) Personnel.

2.5 Personnel

The Bidder must demonstrate that it will have the personnel for the key positions that meet the following requirements:

Prime Contractor: Civil Works

No.	Position	Minimum Qualifications	Total Working Experience (years)	In Similar Works Experience (years)
1.	Project Manager	B.Sc. Civil Engineering, Current / Valid Professional Registration by EBK/IEK, Current and valid practising license by EBK/IEK	15	10
2.	Surveyor (1 No.)	Diploma in Surveying	7	5
3.	Foremen (1 No)	Diploma in Construction / Civil Engineering	10	7
4.	Occupation Health and Safety officer, certified by the Director of Occupational Safety and Health Services in Occupation Health and Safety, fire safety and First aid. Registration should be under the bidding company or collaborating companies	Civil Engineering/environmental management or any other Relevant course	10	7
5.	Sociologist	Demonstrated experience in managing social		

		safeguards in the project, including protection against sexual exploitation, abuse and harassment (PSEAH) management		
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The Bidder shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Bidding Forms.

2.6 Equipment

a) Civil Works

The Bidder must demonstrate that it will have access to the Prime (Civil and Building) Contractor's equipment listed hereafter:

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV including providing proof of ownership or lease for the contract duration/ period.

No.	Equipment Type and Characteristics	Indicate its Condition and provide evidence of ownership or lease
1.	Hot Thermoplastic boiler double drum with minimum capacity 300kgs	2
2.	Air Compressor/Blower minimum capacity 150 CFM	2
3.	Hot thermoplastic applicator minimum capacity 100kgs with shoe size of 0.15mm	1
4.	Line laser machine with minimum capacity of 20kgs min shoe 0.1m, 0.15m and 0.2m	2
5.	Survey equipment (set)	1
6.	Concrete Mixer 1 cubic meter	1
7.	Poker Vibrator	1

2.6 Proposed methodology

No.	Description	SUBMITTED (YES / NO)
1	Site organization and staffing	
2	Provide a detailed Work Methodology	
	a) Mobilization schedule b) Procedure on execution of yard markings and road furniture installation in an operational port.	

	c) Procedures in quality control of the activities described in BoQs	
3	Provide a Methodology on safety during the construction period	
	<ul style="list-style-type: none"> a) Personal protective equipment b) Temporary safety Signages c) Traffic deviation scheme (drawing) with Delineation of construction and passage of traffic in a in A3 Size Paper well legible Fonts 	
4	Provide a specific Quality management plan that covers the following:	
	<ul style="list-style-type: none"> a) Time Management b) Material Quality Management c) Financial Management d) Risk Management plan (both environmental and social) e) Health, Safety and Environmental Management plan f) Fire safety management g) Communication Management h) Stakeholder Management 	
	Quality Assurance <ul style="list-style-type: none"> a) Technical data sheets and Material safety data sheet for the paints shall comply with the technical performance requirements b) Manufacturer's test certificates for the paints c) Project specific Sample test results for the paints from local accredited testing laboratories d) Anti-climb fence technical specifications. 	
4	Work plan/ Program of Works (PoW) in Gannt chart to be submitted in A3 Size Paper well legible Fonts	
	<ul style="list-style-type: none"> a) PoW Resourced with Equipment-Min. allocation b) PoW is superimposed with Cashflow Projections 	
5	Technologies proposed for the major activities in the BoQ	

Performance data requirements

1 Acrylic paint

Performance Data For Acrylic paint		Requirements (Technical catalogue/ Brochure from the manufacture with all these parameters must be provided			Yes /No
1.	Composition	Substance	Weight %		
		Synthetic resin	40 - 70		
		Solvents	30 - 50		
		Pigment & extenders	0 - 25		
		Additives	2 – 5		
2.	Flash point	39°C			
3.	Boiling point	65 -90 °C			
4.	Specific gravity	0.9 – 1.3			
5.	Viscosity	80 -100 KU			
6.	% volatile	40 – 50			
7.	Touch dry	< 10 minutes.			
8.	Open time for traffic	30 minutes.			

2 Epoxy paint

Performance Data For Acrylic paint		Requirements (Technical catalogue/ Brochure from the manufacture with all these parameters must be provided		Yes /No
1.	Composition	Substance	Weight %	
		Epoxy resin	30 - 50	
		Aromatic hydrocarbon	10 - 20	
2.	VOC	300 to 400 (g/l)		
3.	Vapour Density	3.7 Kpa		

4.	Specific gravity	0.94 - 1.24	
5.	Flash point	Closed cup (24 °C)	
6.	Drying time: dust dry	2 Hours	
87	Completely dry	24 hours	

3 Hot thermoplastic paint

Performance Data For Acrylic paint		Requirements (Technical catalogue/ Brochure from the manufacture with all these parameters must be provided			Yes /No
1.	Composition	Substance	Weight %		
		Synthetic resin	18 – 25		
		Pigment & extenders	70 - 85		
		Additives	2 - 4		
2.	Melting point	70 - 120°C			
3.	Specific gravity	1.9 – 2.1			
4.	Viscosity	>220°C			
5.	Drying time: Surface Dry	4-10 mins			
6.	Drying time: Hard Dry	5-30 mins			

Section IV – Bid Submission Forms**Table of Forms**

Bid Submission Forms.....	48
Qualification/ Technical Bid Submission Form	48
Financial Bid Submission Form.....	50
Financial proposal form	52
Schedules.....	52
Bill of Quantities.....	52
Form of Bid Security (Bank Guarantee)	56
FAIR PRICE DECLARATION FORM	57
Technical Proposal	58
Technical Proposal Forms	58
Forms for Personnel.....	59
Forms for Equipment	61
Bidder's Qualification	63
Bidder Information Sheet.....	64
Party to JV Information Sheet	65
Historical Contract Non-Performance.....	66
Current Contract Commitments / Works in Progress	67
Financial Situation Form FIN - 3.1	68
Average Annual Turnover	70
Financial Resources	71
Form EXP - 4.1	72
General Experience	72
Specific/ similar Experience	73
Specific Experience in Key Activities	75

Bid Submission Forms**Qualification/ Technical Bid Submission Form**

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.

Name of Tender: **Civil Works for Implementation of Proposed Gate and Traffic Management Plan for Mombasa Port and Nairobi ICD: LOT 2A**

Tender number submission is referring to:

To:

**Trademark Africa ,
Equatorial Fidelity Centre,
2nd Floor, Waiyaki Way,
Westlands,
Nairobi,
KENYA.**

Dear Sir/ Madam:

We, the undersigned, declare that:

1. We have examined and we have no reservations to the Bidding Documents, including addenda thereto issued in accordance with the Instructions to Bidders.
2. In accordance with the Conditions of Contract, Employer's Requirements, Drawings, and Schedules of Prices and Addenda Nos. **[Insert Addenda Nos.]** For the execution of the above-named Works, we offer to implement/ construct these Works and remedy any defects therein in conformity with the Conditions of Contract, Employer's Requirements, Drawings, and Addenda.
3. We undertake, if our Bid is accepted, to obtain a Performance Security in accordance with the Bidding Documents and commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract.
4. We agree to abide by this Bid until the date specified in ITB Clause 18, **[Insert date]**, and it shall remain binding upon us and may be accepted at any time before that date.
5. Unless and until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof, shall NOT constitute a binding contract between us.
6. We certify that we, including any subcontractors and suppliers for any part of the Contract have or will have nationalities from eligible countries in accordance with ITB 4.2.
7. We certify that we and any subcontractors and suppliers for any part of the Contract comply with the requirements of ITB Clauses 3 and 4 of the Bidding Documents. By that, we mean that we, including any subcontractors or suppliers for any part of the Contract, do not have any conflict of interest in accordance with ITB 4.3; have not been declared ineligible as described in ITB 4.6 and ITB 3.1(c); and have not been excluded as a result of the Laws of Kenya or official regulations, or

by an act of compliance with a decision of the United Nations Security Council in accordance with ITB 4.7.

8. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

Dated this _____ day of _____ 20 _____

Signature _____ In the capacity of _____

Duly authorized to sign Bids for and on behalf of _____

Official Stamp _____

[in block capitals or typed]

Address: _____

Witness: _____

Address: _____

Occupation: _____

Financial Bid Submission Form

Name of Contract: **Civil Works for Implementation of Proposed Gate and Traffic Management Plan for Mombasa Port and Nairobi ICD: LOT 2A**

Tender reference of this tender/ bid:

To:

**Trademark Africa ,
Equatorial Fidelity Centre,
2nd Floor, Waiyaki Way,
Westlands,
Nairobi,
KENYA.**

Dear Sir/ Madam:

We, the undersigned, declare that:

1. We have examined and we have no reservations to the Bidding Documents, including addenda thereto issued in accordance with the Instructions to Bidders.
2. In accordance with the Conditions of Contract, Employer's Requirements, Drawings, and Schedules of Prices and Addenda Nos. **[insert Addenda Nos.]** for the execution of the above-named Works, we offer to design, construct and install such Works and remedy any defects therein in conformity with the Conditions of Contract, Employer's Requirements, Drawings, Schedules of Prices, and Addenda for the sum of **[insert amount in numbers and words]** as specified in the bidding documents or such other sums as may be ascertained in accordance with the conditions.
3. We undertake, if our Bid is accepted, to obtain a Performance Security in accordance with the Bidding Documents and commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time agreed with the employer.
4. We agree to abide by this Bid until the date specified in ITB Clause 18, **[Insert detail]**, and it shall remain binding upon us and may be accepted at any time before that date.
5. Unless and until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof, shall NOT constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any Bid you may receive.
7. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to Contract execution if we are awarded the Contract, are listed below:

Name and address of agent	Amount and currency	Purpose of commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

8. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

Dated this _____ day of _____ 20 _____

Signature _____ In the capacity of _____

Duly authorized to sign Bids for and on behalf of _____

Official Stamp _____

[In block capitals or typed]

Address: _____

Witness: _____

Address: _____

Occupation _____

Financial proposal form**Schedules****Bill of Quantities****Introduction****1. Method of measurement**

The method of measurement of completed work for payment shall be in accordance with the Kenya Standard Specification for Road and Bridge Works 1986, and Specification of Particular application.

2. Contract

The Conditions of Contract applicable are the “Conditions of Contract”, published by TradeMark Africa , V2 2013-3-14.

3. Quantities

Quantities are provisional and give an indication of the volume of works to be carried out. There is no guarantee that all the works in the Bill of Quantities will be done. The quantities are provided to also give a common basis for tendering and evaluation of tenders. In the Bill of Quantities, “Specifications” shall mean either Standard or Special Specifications, interchangeably, as the context may require.

Rates and Prices

The rates and prices shall be inclusive of all the work components as described in the Standard and Specifications of Particular Application. There shall be no further payment to the contractor due to failure to observe these rules.

4. Demolitions

Demolitions have been measured in units as described in the Bills of Quantities for the various structures.

5. Value Added Tax and Withholding Tax

The Tenderer shall insert a sum in the Bill of Quantities as provided. Payments of VAT shall be in accordance with the relevant authorities in force at the time. The contractor shall allow for withholding tax in his rates in accordance with the relevant authorities in force at the time.

6. Ordering of Materials

Materials shall not be ordered on the basis of Bill of Quantities. They shall be ordered on the basis of working drawings or as measured and determined on site with the approval of the Project Manager.

7. Site Inspection

The Contractor is deemed to have inspected the site prior to tendering and gain an intimate knowledge and understanding of the site and the scope of the works, including assessment of the following:

- a) Examined all the information made available by the Client for the purpose of tendering including the drawings, Specification, Bill of Quantities, Conditions of Tendering, diagrams, Contract conditions, and the like;

- b) Examined all information relevant to the risks, contingencies and other circumstances which could affect its tender, and which is obtainable by making reasonable inquiries.
- c) Examined the site and its surroundings, all visible existing conditions on and adjacent to the site and any condition relating to or relevant to the site, which could be determined by diligent inquiry.
- d) Conditions of access to, in and around the site.
- e) Location of all existing services on the site and adjacent to the site.
- f) Informed itself as far as practicable of all relevant physical conditions on the site, and the climatic conditions at or near the site.
- g) The nature and requirements of the work to be done.
- h) Terminal operational matters which could affect working conditions on the site.
- i) Satisfied itself as to the correctness and sufficiency of its tender for the Works under the Contract.
- j) Satisfied itself that the rates and prices stated therein cover the cost of performing all its obligations under the Contract, and
- k) The Contract Sum is deemed to have taken into account (without limitation) the above considerations.

8. Daywork

Work shall not be executed on a daywork basis except by written order of the Project Manager in accordance with the Conditions of Contract.

9. Optional Items

The optional items shall be priced according to the Bill of Quantities and Specifications. The price proposals for these items will be taken into consideration during evaluation of the Bids. The Project Manager is free to decide whether these optional items will be performed by the Contractor.

No variations to the Contract will be approved as a result of a Contractor's claim based upon conditions on or affecting the site or the Works, which could have been assessed during the tender period.

OUTLINE SCOPE OF WORKS

The Works to be carried out are located within the Mombasa Port and in the surrounding areas and on access roads to both locations.

The works in Mombasa Port for Lot 2A is as follows and covers berth No. 15, 16 and 17 (see Figure 1):

Lot 2 A: Rearrangement and marking of Container Terminal 1 West



Figure 1: Overview of Mombasa Port

BILLS OF QUANTITIES

These are Provided Separately in Excel Format.

Form of Bid Security (Bank Guarantee)

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary:

**Trademark Africa ,
Equatorial Fidelity Centre,
2nd Floor, Waiyaki Way,
Westlands,
Nairobi,
KENYA.**

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ [name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the execution of **Civil Works for Implementation of Proposed Gate and Traffic Management Plan for Mombasa Port and Nairobi ICD** under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we _____ [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of **USD 10,000 [United States Dollars Ten thousand only]** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

FAIR PRICE DECLARATION FORM

[Instructions: to be submitted alongside the Financial Bid Submission]

We/I [insert name of the contractor] hereby declare that the price quoted in our financial proposal are in line with the market rates and/or the approved professional charges, are economical and that there is no collusion in submission of this bid. We/I hereby give Trademark Africa authority to terminate the contract without further communication should they discover that we/I [insert name of consultant or consultancy firm] are in contravention of this declaration.

Name:

Designation:

Signature:

Date:

Technical Proposal

Technical Proposal Forms

Personnel

Equipment

Site Organization

Method Statement

Sustainability statement and approach

Mobilization Schedule

Construction/Work Schedule

Others

Forms for Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section III (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

1.	Title of position
	Name
2.	Title of position
	Name
3.	Title of position
	Name
4.	Title of position
	Name
5.	Title of position
	Name
6.	Title of position
	Name
etc.	Title of position
	Name

Note: the proposed personnel must sign against this form as well as the power of attorney

Proposed personnel sign & date

Power of attorney sign & date

Form PER – 2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below. Fields with asterisk (*) shall be used for evaluation.

Position*		
Personnel information	Name *	Date of birth
	Professional qualifications	
Present employment	Name of Employer	
	Address of Employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present Employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

[illegible]

Forms for Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

Type of Equipment*		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity*	Year of manufacture*
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

The following information shall be provided only for equipment not owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Form for Sustainability statement and approach

The Bidder shall provide adequate information to demonstrate clearly that it has will deliver the project sustainably through use of renewable energy sources and by having rain water harvesting mechanisms/ features among other approaches/ methodologies.

Sustainability methodology	Implementation approach

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder

Form ELI - 1.1
Bidder Information Sheet

Date: _____
Bidding No.: _____
Invitation for Bid No.: _____
Page _____ of _____ pages

1. Bidder's Legal Name
2. In case of JV, legal name of each party:
3. Bidder's actual or intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of JV, letter of intent to form JV including a draft agreement, or JV agreement, in accordance with ITB Sub-Clauses 4.1 <input type="checkbox"/> In case of government owned entity from the Employer's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.5.

Form ELI - 1.2
Party to JV Information Sheet

Date: _____
Bidding No.: _____
Invitation for Bid No.: _____
Page _____ of _____ pages

1. Bidder's Legal Name:
2. JV's Party legal name:
3. JV's Party Country of Registration:
4. JV's Party Year of Registration:
5. JV's Party Legal Address in Country of Registration:
6. JV's Party Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.5.

Form CON - 2
Historical Contract Non-Performance

Bidder's Legal Name: _____
 JV Partner Legal Name: _____

Date: _____

Bidding No.: _____
 Page _____ of _____ pages

Non-Performing Contracts in accordance with (Evaluation and Qualification Criteria)			
<input type="checkbox"/> Contract non-performance did not occur during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III (Evaluation and Qualification Criteria) <input type="checkbox"/> Contract non-performance during the stipulated period, in accordance with Sub-Factor 2.2.1 of Section III (Evaluation and Qualification Criteria).			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
Pending Litigation, in accordance with Section III (Evaluation and Qualification Criteria)			
<input type="checkbox"/> No pending litigation in accordance with Sub-Factor 2.2.2 of Section III (Evaluation and Qualification Criteria) <input type="checkbox"/> Pending litigation in accordance with Sub-Factor 2.2.2 of Section III (Evaluation and Qualification Criteria), as indicated below			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____

Form CCC**Current Contract Commitments / Works in Progress**

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of contract	Employer, contact address/tel/fax	Value of outstanding work (current US\$ equivalent)	Estimated completion date	Average monthly invoicing over last six months (US\$/month)
1.				
2.				
3.				
4.				
5.				
etc.				

Financial Situation Form FIN - 3.1**Historical Financial Performance**

Bidder's Legal Name: _____
 JV Partner Legal Name: _____

Date: _____
 Bidding No.: _____
 Page _____ of _____ pages

To be completed by the Bidder and, if JV, by each partner

Financial information in US\$ equivalent	Historic information for previous _____ (____) years (US\$ equivalent in 000s)						
	Year 1	Year 2	Year 3	Year ...	Year n	Avg.	Avg. Ratio
Information from Balance Sheet							
Total Assets (TA)							
Total Liabilities (TL)							
Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
Information from Income Statement							
Total Revenue (TR)							
Profits Before Taxes (PBT)							

- ☐ Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:
- Must reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies

- Historic financial statements must be audited by a certified accountant
- Historic financial statements must be complete, including all notes to the financial statements
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

Form FIN - 3.2
Average Annual Turnover

Bidder's Legal Name: _____
JV Partner Legal Name: _____

Date: _____
Bidding No.: _____
Page _____ of _____ pages

Annual turnover data (construction only)		
Year	Amount and Currency	US\$ equivalent
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
*Average Annual Construction Turnover	_____	_____

*Average annual turnover calculated as total certified payments received for work in progress or completed over the number of years specified in Section III (Evaluation and Qualification Criteria), Sub-Factor 2.3.2, divided by that same number of years.

Form FIN - 3.3
Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III (Evaluation and Qualification Criteria)

Source of financing	Amount (US\$ equivalent)
1.	
2.	
3.	
4.	

Note: This must be provided by an independent entity such as a bank but not self

EXPERIENCE**Form EXP - 4.1****General Experience**

Bidder's Legal Name: _____

Date: _____

JV Partner Legal Name: _____

Bidding No.: _____

Page _____ of _____ pages

Starting Month / Year	Ending Month / Year	Years*	Contract Identification	Role of Bidder
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____

*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

Form EXP - 4.2(a)
Specific/ similar Experience

Bidder's Legal Name: _____

Date: _____

JV Partner Legal Name: _____

Bidding No.: _____

Page _____ of _____ pages

Similar Contract Number: ____ [insert specific number] of ____ [insert total number of contracts required].	Information		
Contract Identification	_____		
Award date	_____		
Completion date	_____		
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total contract amount	_____		US\$ _____
If partner in a JV or subcontractor, specify participation of total contract amount	_____ %	_____	US\$ _____
Employer's Name:	_____		
Address:	_____		
Telephone/fax number:	_____		
E-mail:	_____		

Form EXP - 4.2(a) (cont.)
Specific/ similar Experience (cont.)

Bidder's Legal Name: _____

Page _____ of _____ pages

JV Partner Legal Name: _____

Similar Contract No. __[insert specific number] of __[insert total number of contracts] required	Information
Description of the similarity in accordance with Sub-Factor 2.4.2a) of Section III (Evaluation and Qualification Criteria):	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Physical Production Rate	_____

Form EXP - 4.2(b)**Specific Experience in Key Activities**

Bidder's Legal Name: _____

Date: _____

JV Partner Legal Name: _____

Bidding No.: _____

Subcontractor's Legal Name: _____

Page _____ of _____ pages

	Information		
Contract Identification	_____		
Award date	_____		
Completion date	_____		
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total contract amount	_____		US\$ _____
If partner in a JV or subcontractor, specify participation of total contract amount	_____ %	_____	US\$ _____
Employer's Name:	_____		
Address:	_____ _____ _____		
Telephone/fax number:	_____ _____		
E-mail:	_____		

Form EXP - 4.2 (b) (cont.)
Specific Experience in Key Activities (cont.)

Bidder's Legal Name: _____

Page _____ of _____ pages

JV Partner Legal Name: _____

Subcontractor's Legal Name: _____

	Information
Description of the key activities in accordance with Sub-Factor 2.4.2b) of Section III (Evaluation and Qualification Criteria):	

Section V - Eligible Countries

Eligibility for the Provision of Goods, Works and Services in TMA-Financed Procurement

1. In accordance with TMA Guidelines for Procurement, TMA permits firms and individuals from all countries to offer goods, works and services for TMA-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:
 - a) As a matter of law or official regulation, the Beneficiary's Country prohibits commercial relations with that Country, provided that the TMA is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or
 - b) By an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Beneficiary's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.
2. For the information of Beneficiaries and bidders, at the present time firms, goods and services from the countries under UN Security Council Chapter VII are excluded from this bidding.
3. Bidders debarred by the World Bank and/ or under the public procurement and disposal act (PPDA) of the Government of Kenya or any of TradeMark Africa donors or any other international donor agency are barred from bidding.