



NATIONAL CEREALS AND PRODUCE BOARD

Leaders in Trade & Management of Agricultural Commodities

**TENDER NO. NCPB/ GCP DEPOT/13/2021-2022 FOR
REMOVAL AND DISPOSAL OF ASBESTOS, RE-ROOFING, AND ASSOCIATED WORKS
AT NCPB GCP DEPOT
(LOT 1, LOT 2 AND LOT 3)**

NOVEMBER, 2021

**ALL TENDERERS ARE ADVISED TO READ CAREFULLY THIS TENDER
DOCUMENT IN ITS ENTIRETY BEFORE MAKING ANY BID**

**NATIONAL CEREALS AND PRODUCE BOARD
NYUMBA YA NAFKA
MACHAKOS/ENTERPRISE ROADS
INDUSTRIAL AREA
P.O. BOX 30586
NAIROBI**

Telephone: +254-020-6536028, +254-723030399

Email: supplies@ncpb.co.ke

Website: www.ncpb.co.ke

TABLE OF CONTENTS

Contents

SECTION I - LETTER OF INVITATION

SECTION II INSTRUCTIONS TO TENDERERS

SECTION III APPENDIX TO INSTRUCTIONS TO TENDERERS

SECTION IV CONDITIONS OF CONTRACT GENERAL CONDITIONS

SECTION V CONDITIONS OF PARTICULAR APPLICATION

SECTION VI SPECIFICATIONS

SECTION VII BILLS OF QUANTITIES

SECTION VIII STANDARD FORMS

SECTION I - LETTER OF INVITATION

TENDER NO.: NCPB/GCP DEPOT/2021-2022

TENDER NAME: REMOVAL AND DISPOSAL OF ASBESTOS, RE-ROOFING AND ASSOCIATED WORKS AT NCPB GCP DEPOT

1. National Cereals and Produce Board now invites sealed tenders from eligible contractors for the **REMOVAL AND DISPOSAL OF ASBESTOS, RE-ROOFING AND ASSOCIATED WORKS AT GCP DEPOT.**
2. Tendering will be conducted through the National Competitive (NCB) Bidding procedures specified in the Public Procurement and Asset Disposal Act, 2015.
3. The tenderer can bid for one or more lots, Award shall be on lot basis.
4. Interested eligible Tenderers may obtain further information and inspect the Tendering Documents at the offices of the Head of Procurement & Supplies located on the ground floor at the National Cereals and Produce Board Headquarters, Machakos Road from **MONDAY TO FRIDAY (BETWEEN 0800 HOURS AND 1600 HOURS)** except on public holidays and weekends.
5. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of Kshs 1,000 via MPESA and payable to the address given below. Tender documents may be obtained electronically from the Website(s) www.ncpb.co.ke or PPIP portal supplier.treasury.go.ke Tender documents obtained electronically will be free of charge.
6. Enquiries can be made via email address: supplies@ncpb.co.ke OR ncpbsupplies@gmail.com
7. Bidders are advised to regularly visit the NCPB website to obtain any additional information/addendum on the tender. **All addenda/additional information on the tender shall be posted on the NCPB website as they become available. Bidders are therefore encouraged to check the website at all times during the bidding period to avoid missing out on instructions.**
8. The amount of Tender Security shall be **Kenya One million six hundred thousand (Kshs. 1,600,000.00)** in the form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority (PPRA), letter of credit or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for 120 days from the date of tender opening in the format provided in the tender documents.
9. All Tenders in one original plus [*one copy*], properly filled in, and enclosed in plain envelopes must be delivered to the address below and addressed as follows:

TENDER NO.: NCPB/GCP DEPOT/13/2021-2022

TENDER NAME: REMOVAL AND DISPOSAL OF ASBESTOS, RE-ROOFING AND ASSOCIATED WORKS AT NCPB GCP DEPOT

"DO NOT OPEN BEFORE 1200 HOURS ON THURSDAY 25TH NOVEMBER 2021.

Addressed:

THE MANAGING DIRECTOR
NATIONAL CEREALS AND PRODUCE BOARD
NYUMBA YA NAFKA
MACHAKOS/ENTERPRISE ROAD
Phone: +254 723030399
E-mail: supplies@ncpb.co.ke

Completed tenders shall be placed in Tender Box located at the main entrance of Nyumba ya Nafaka **BEFORE 1200 HOURS ON THURSDAY 25TH NOVEMBER 2021.**

Bulky tenders shall be submitted at the office of **Head of Procurement & Supplies** located on the ground floor of NCPB Headquarters, Nyumba ya Nafaka **BEFORE 1200 HOURS ON THURSDAY 25TH NOVEMBER 2021.**

10. Tenders will be opened promptly after **1200 HOURS ON THURSDAY 25TH NOVEMBER 2021.**
11. in the presence of Tenderers' representatives who choose to attend the opening at the Gilfillan Hall.
12. Late Tenders, incomplete Tenders, Tenders not opened at the Tender opening ceremony shall not be accepted for evaluation.
13. Canvassing or lobbying for the tender shall lead to automatic disqualification.

NELSON W. SAWENJAH
HEAD OF PROCUREMENT AND SUPPLIES
FOR: MANAGING DIRECTOR

SECTION II - INSTRUCTIONS TO TENDERERS –

TABLE OF CONTENTS

1. General
2. Eligibility and Qualification Requirements
3. Cost of Tendering
4. Site Visit
5. Tender Documents
6. Inquiries by tenderers
7. Amendment of Tender Documents
8. Language of Tender
9. Documents Comprising the Tender
10. Tender Prices
11. Currencies of Tender and Payment
12. Tender Validity
13. Tender Security
14. No Alternative Offers
15. Pre-tender Meeting
16. Format and Signing of Tenders
17. Sealing and Marking of Tenders
18. Deadline for Submission of Tenders
19. Modification and Withdrawal of Tenders
20. Tender Opening
21. Process to be Confidential
22. Clarification of Tenders
23. Determination of Responsiveness
24. Correction of Errors
25. Conversion to Single Currency
26. Evaluation and Comparison of Tenders
27. Award Of Contract
28. Notification of Award
29. Performance Guarantee
30. Advance Payment
31. Corrupt or fraudulent practices

1. General

1. Definitions

- (a) “Tenderer” means any persons, partnership firm or company submitting a sum or sums in the Bills of Quantities in accordance with the Instructions to Tenderers, Conditions of Contract Parts I and II, Specifications, Drawings and Bills of Quantities for the work contemplated, acting directly or through a legally appointed representative.
- (b) “Approved tenderer” means the tenderer who is approved by the Employer

- (c) Any noun or adjective derived from the word “tender” shall be read and construed to mean the corresponding form of the noun or adjective “bid”. Any conjugation of the verb “tender” shall be read and construed to mean the corresponding form of the verb “bid.”
- (d) “Employer” means ‘National Cereals and Produce Board’.

2. Eligibility and Qualification Requirements

2.1 Eligibility requirements

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

2.2 Qualification Requirements

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

1. Details of experience and past performance of the tenderer on the works of a similar nature and details of current work on hand and other contractual commitments.
2. The qualifications and experience of key personnel proposed for administration and execution of the contract, both on and off site.
3. Major items of construction plant and equipment proposed for use in carrying out the Contract. Only reliable plant in good working order and suitable for the work required of it shall be shown on this schedule. The tenderer will also indicate on this schedule when each item will be available on the Works. Included also should be a schedule of plant, equipment and material to be imported for the purpose of the Contract, giving details of make, type, origin and CIF value as appropriate.
4. Details of sub-contractors to whom it is proposed to sublet any portion of the Contract and for whom authority will be requested for such subletting.
5. Details of any current litigation or arbitration proceedings in which the tenderer is involved as one of the parties.

2.3 Joint Ventures

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

- (a) The tender, and in case of a successful tender, the Form of Agreement, shall be signed so as to be legally binding on all partners
- (b) One of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners
- (c) The partner in charge shall be authorized to incur liabilities and receive instructions for an on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge.

- 2.3.1** All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Tender and the Form of Agreement (in case of a successful tender). A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

3. Cost of Tendering

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

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

4. Site Visit

There will be a planned site visit as indicated in the Appendix to Instructions to Tenderers.

5 Tender Documents

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

- a. Form of Invitation for Tenders
- b. Instructions to Tenderers
- c. Form of Tender
- d. Appendix to Form of Tender
- e. Form of Tender Surety
- f. Statement of Foreign Currency Requirements (Not applicable)
- g. Tender and Confidential Business Questionnaires
- h. Details of Sub contractors
- i. Schedules of Supplementary Information
- j. General Conditions of Contract – Part I
- k. Conditions of Particular Application – Part II
- l. Specifications
- m. Bills of Quantities
- o. Declaration Form

- 5.2 The tenderer is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the tender documents. Failure to comply with the requirements for tender submission will be at the tenderer's own risk. Pursuant to clause 2.2 of Instructions to Tenderers, tenders which are not substantially responsive to the requirements of the tender documents will be rejected.

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

6 Inquiries by tenderers

- 6.1 A tenderer making an inquiry relating to the tender document may notify the Employer in writing at the Employer's mailing address indicated in the Invitation to Tender. The Employer will respond in writing to any request for clarification which he receives earlier than 4 days prior to the deadline for the submission of tenders. Written copies of the Employer's response (including the query but without identifying the source of the inquiry) will be posted on NCPB's website (www.ncpb.co.ke).

- 6.2 The procuring entity shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tenderer to make timely submission of its tender.

7. Amendment of Tender Documents

- 7.1 At any time prior to the deadline for submission of tenders the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by issuing Addenda.
- 7.2 Any Addendum will be posted on NCPB website for all prospective tenderers to access during the bidding period.

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

PREPARATION OF TENDERS

8. Language of Tender

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

9. Documents Comprising the Tender

- 9.1 The tender to be prepared by the tenderer shall comprise:
- i. the Form of Tender and Appendix thereto,
 - ii. a Tender Security
 - iii. the Priced Bills of Quantities and Schedules
 - iv. the information on eligibility and qualification
 - v. any other materials required to be completed and submitted in accordance with the Instructions to Tenderers.

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

10 Tender Prices

- 10.1 All the insertions made by the tenderer shall be made in INK and the tenderer shall clearly form the figures. The relevant space in the Form of Tender and Bills of Quantities shall be completed accordingly without interlineations or erasures except those necessary to correct errors made by the tenderer in which case the erasures and interlineations shall be initialed by the person or persons signing the tender.
- 10.2 A price or rate shall be inserted by the tenderer for every item in the Bills of Quantities whether the quantities are stated or not. Items against which no rate or price is entered by the tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bills of Quantities.

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

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

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

- 10.3 Contract price variations shall not be allowed within the first 12 months of the contract.
- 10.4 Where quantity contract variation is allowed, the variation shall not exceed 15% of the original contract quantity.
- 10.5 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

11. Currencies of Tender and Payment

- 11.1 Tenders shall be priced in Kenya Shillings and the tender sum shall be in Kenya Shillings.
- 11.2 Tenderers are required to indicate in the Statement of Foreign Currency Requirements, which forms part of the tender, the foreign currency required by them. Such currency should generally be the currency of the country of the tenderer's main office. However, if a substantial portion of the tenderer's expenditure under the Contract is expected to be in countries other than his country of origin, then he may state a corresponding portion of the contract price in the currency of those other countries. However, the foreign currency element is to be limited to two (2) different currencies and a maximum of 30% (thirty percent) of the Contract Price.
- 11.3 The rate or the rates of exchange used for pricing the tender shall be the selling rate or rates of the Central Bank ruling on the date thirty (30) days before the final date for the submission of tenders.
- 11.4 Tenderers must enclose with their tenders, a brief justification of the foreign currency requirements stated in their tenders.

12 Tender Validity

- 12.1 The tender shall remain valid and open for acceptance for a period of one hundred twenty (120) days from the specified date of tender opening or from the extended date of tender opening (in accordance with clause 7.3 above) whichever is the later.
- 12.2 In exceptional circumstances prior to expiry of the original tender validity period, the Employer may request the tenderer for a specified extension of the period of validity. The request and the responses thereto shall be made in writing. A tenderer may refuse the request without forfeiting his Tender Surety. A tenderer agreeing to the request will not be required nor permitted to modify his tender but will be required to extend the validity of his Tender Surety correspondingly.

13 Tender Security

- 13.1 The tenderer shall furnish as part of his tender, a Tender Security in the amount and form stated in the Appendix to Instructions to Tenderers.
- 13.2 The Tender Security shall be valid at least thirty (30) days beyond the tender validity period.
- 13.3 Any tender not accompanied by an acceptable Tender Surety will be rejected by the Employer as non-responsive.
- 13.4 The Tender Sureties of unsuccessful tenderers will be returned as promptly as possible but not later than twenty-eight (28) days after expiration of the tender validity period. The Tender Surety of the successful tenderer will be returned upon the tenderer executing the Contract and furnishing the required Performance Security.
- 13.5 The Tender Surety may be forfeited:

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

14 No Alternative Offers

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

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

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

15 Pre-tender Meeting

- 15.1 A pre-tender meeting shall be convened on **18th November, 2021** the tenderer's designated representative is invited to attend at the venue and time in the Invitation to Tender. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

- 15.2 The tenderer is requested as far as possible to submit any questions in writing or by email, to reach the Employer not later than two (2) days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following:

- (a) Minutes of the meeting, including the text of the questions raised and the responses given together with any responses prepared after the meeting, will be posted on NCPB website. Any modification of the tender documents listed in – Clause 9 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of a tender notice pursuant to Clause 7 and not through the minutes of the pre-tender meeting.
- (b) Non-attendance at the pre-bid meeting will not be cause for disqualification of a bidder.

16 Format and Signing of Tenders

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

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

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

SUBMISSION OF TENDERS

17 Sealing and Marking of Tenders

- 17.1 The tenderer shall seal the original and copy of both **Technical and Financial** bids in separate envelopes, duly marking the envelopes as “ORIGINAL **Technical and Financial**” and “Copy **Technical and Financial**”. The envelopes shall then be sealed in an outer separate envelope.
- 17.2 The inner and outer envelopes shall be addressed to the Employer at the address stated in the Appendix to Instructions to Tenderers and bear the name and identification of the Contract stated in the said Appendix with a warning not to open before the date and time for opening of tenders stated in the said Appendix.
- 17.3 The inner envelopes shall each indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”, while the outer envelope shall bear no mark indicating the identity of the tenderer.
- 17.4 If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the tender. A tender opened prematurely for this cause will be rejected by the Employer and returned to the tenderer.

18 Deadline for Submission of Tenders

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

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

- 18.2 The Employer may, at his discretion, extend the deadline for the submission of tenders through the issue of an Addendum in accordance with clause 7, in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.
- 18.3 Any tender received by the Employer after the prescribed deadline for submission of tender will be returned unopened to the tenderer.

19 Modification and Withdrawal of Tenders

- 19.1 The tenderer may modify or withdraw his tender after tender submission, provided that written notice of the modification or withdrawal is received by the Employer prior to prescribed deadline for submission of tenders.
- 19.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for the submission of tenders, with the inner and outer envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.
- 19.3 No tender may be modified subsequent to the deadline for submission of tenders.

- 19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the period of tender validity specified on the tender form. Withdrawal of a tender during this interval will result in the forfeiture of the Tender Surety.
- 19.5 Subsequent to the expiration of the period of tender validity prescribed by the Employer, and the tenderer having not been notified by the Employer of the award of the Contract or the tenderer does not intend to conform with the request of the Employer to extend the period of tender validity, the tenderer may withdraw his tender without risk of forfeiture of the Tender Surety.

TENDER OPENING AND EVALUATION

20 Tender Opening and Evaluation

- 20.1 The Employer will open the tenders in the presence of the tenderers' representatives who choose to attend at the time and location indicated in the Letter of Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 20.2 Tenders for which an acceptable notice of withdrawal has been submitted, pursuant to clause 19, will not be opened. The Employer will examine the tenders to determine whether they are complete, whether the requisite Tender Sureties have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.
- 20.3 At the tender opening, the Employer will announce the tenderer's names, total tender price, tender price modifications and tender withdrawals, if any, the presence of the requisite Tender Surety and such other details as the Employer, at his discretion, may consider appropriate. No tender shall be rejected at the tender opening except for late tenders.
- 20.4 The Employer shall prepare minutes of the tender opening including the information disclosed to those present.
- 20.5 Tenders not opened and read out at the tender opening shall not be considered further for evaluation, irrespective of the circumstances.
- 20.6 Evaluation of tenders shall be as per the criteria provided in the Appendix to instructions to tenderers.

21 Process to be Confidential

- 21.1 After the public opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process until the award of Contract is announced.
- 21.2 Any effort by a tenderer to influence the Employer in the process of examination, evaluation and comparison of tenders and decisions concerning award of Contract may result in the rejection of the tenderer's tender.

22 Clarification of Tenders

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

22.2 No tenderer shall contact the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded.

23 Determination of Responsiveness

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

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

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

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

24 Correction of Errors

Tenders determined to be substantially responsive shall handle errors on the following basis:

- (a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- (b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail

25 Conversion to Single Currency

25.1 For comparison of tenders, the tender price shall first be broken down into the respective amounts payable in various currencies by using the selling rate or rates of the Central Bank of Kenya ruling prevailing at the date of tender opening.

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

26 Evaluation and Comparison of Tenders

- 26.1 The Employer will evaluate only tenders determined to be substantially responsive to the requirements of the tender documents in accordance with clause 23.
- 26.2 In evaluating tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:
- (a) Making any correction for errors pursuant to clause 24.
 - (b) Excluding Provisional Sums and provision, if any, for Contingencies in the Bills of Quantities, but including Day works where priced competitively.
- 26.3 The Employer reserves the right to accept any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.
- 26.4 Price adjustment provisions in the Conditions of Contract applied over the period of execution of the Contract shall not be taken into account in tender evaluation.
- 26.5 If the lowest evaluated tender is seriously unbalanced or front loaded in relation to the Employer's estimate of the items of work to be performed under the Contract, the Employer may require the tenderer to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the relationship between those prices, proposed construction methods and schedules. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in clause 29 be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful tenderer under the Contract.
- 26.6 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding provisional sums to a non-indigenous sub-contractor.
- 26.7 Preference where allowed in the evaluation of tenders shall not exceed 15%.
- 26.8 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 26.9 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 26.10 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.
- 26.11 Poor past performance shall not be used as an evaluation criterion unless specifically provided for in the appendix.

27 AWARD OF CONTRACT

Award Criteria

- 27.1 Subject to Sub-clause 27.2, the Employer will award the Contract to the tenderer whose tender is determined to be substantially responsive to the tender documents and who has offered the

lowest evaluated tender price subject to possessing the capability and resources to effectively carry out the Contract Works as required in Sub-clause 2.1 and 2.2 here above.

- 27.2 The Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected tenderers.

28 Notification of Award

- 28.1 Prior to the expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer and confirmed in writing that his tender has been accepted. This letter (hereinafter and in all Contract documents called "Letter of Acceptance") shall name the sum (hereinafter and in all Contract documents called "the Contract Price") which the Employer will pay to the Contractor in consideration of the execution and completion of the Works as prescribed by the Contract.
- 28.2 At the same time that the Employer notifies the successful tenderer that his tender has been accepted, the Employer shall notify the other tenderers that the tenders have been unsuccessful.
- 28.3 Within fourteen [14] days of receipt of the Form of Contract Agreement from the Employer, the successful tenderer shall sign the form and return it to the Employer together with the required Performance Security.
- 28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

29 Performance Guarantee

- 29.1 Within fourteen [14] days of receipt of the notification of award from the Employer, the successful tenderer shall furnish the Employer with a Performance Security in the amount stated in the Appendix to Instructions to Tenderers and in the format stipulated in the Conditions of Contract.
- 29.2 Failure of the successful tenderer to lodge the required Performance Security shall constitute a breach of Contract and sufficient grounds for the annulment of the award and forfeiture of the Tender Security and any other remedy under the Contract. The Employer may award the Contract to the next ranked tenderer.

30 Advance Payment

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

31 Corrupt or Fraudulent Practices

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

SECTION III APPENDIX TO INSTRUCTIONS TO TENDERERS

Notes on the Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1, 2.3	The tender is open to Building works contractors with experience in Asbestos Handling . The contractor should also be Licensed by National Environment Management Authority (NEMA) for asbestos handling, transportation and disposal Provide a joint venture to adhere to the LATER REQUIREMENT
4	A planned Mandatory site visit and pre-bidding meeting has been scheduled for WEDNESDAY 17TH AND THURSDAY 18TH NOVEMBER, 2021 from 1000Hours respectively . Interested and eligible candidates shall be required to gather at the NCPB Gilfillan Hall, Nairobi. Non-attendance will lead to automatic disqualification. Prospective candidates shall be required to sign a site visit attendance register as evidence of having participated in the site visit.
7	Addenda issued by NCPB shall form part of this tender document. All addenda shall be posted in the NCPB Website as they become available. Bidders are advised to regularly visit the NCPB website for any additional clarification, information or addendum on the tender during the bidding period.
13	The amount of Tender Security shall be Kenya Shillings One million six hundred thousand (Kshs. 1,600,000.00) in form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority (PPRA), letter of credit or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for 120 days from the date of tender opening in the format provided in the tender document
16 & 17 & 20	Tenders shall be submitted in a two envelope system (Envelope A - Technical Submission and Envelope B - financial Submission) . The tender prepared by the tenderers shall comprise of a Technical submission " Envelope A " and a financial submission " Envelope B ". Envelope A and Envelope B shall be sealed in two separate envelopes clearly marked Envelope "A" and Envelope "B" . Envelope A – Shall contain NO indication of the tender price or any other financial information of the bid. The two sealed envelopes shall then be sealed in an outer envelope bearing the tender number and name and a statement ' DO NOT OPEN BEFORE 1200 HOURS ON THURSDAY 25TH NOVEMBER, 2021. Only tenders that are responsive to the mandatory requirements and have attained the passmark of 75% in the technical evaluation shall have their FINANCIAL SUBMISSIONS opened. Envelope A shall contain the technical submission and shall be clearly marked " Envelope A – Technical Submission ".

Envelope A shall contain **NO** indication of the tender price or other financial information of the bid and:

- i. Shall have a table of contents page clearly indicating Sections and Page Numbers **(Mandatory)**.
- ii. Shall have pages in the whole document numbered in the correct sequence including all appendixes and attachments **(Mandatory)**.
- iii. Shall be firmly bound and should not have any loose pages. Spiral binding and files (spring and box) are not acceptable **(Mandatory)**.
- iv. Shall be submitted in **one** original and copy of the original. This shall apply to the technical and financial bids. **(Mandatory)**.

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

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

Envelope A shall contain the following documents; clearly marked and arranged in the following order; -

- i. Particulars of Tendering Company including (applies to each partner of the joint venture / consortium)
 - Company background **(Mandatory)**.
 - Postal and physical address of the business **(Mandatory)**.
 - Email address **(Mandatory)**.
 - Certificate of Registration/Incorporation **(Mandatory)**.
 - Valid/Current Tax Compliance Certificate from relevant Authorities where the business operations of tenderer are domiciled **(Mandatory)**.
 - Valid/current Business Permit where the business operations of tenderer are domiciled **(Mandatory)**.
 - CR12 Letter from Registrar of Companies or equivalent to show names of Directors of the tendering company(in case of a company), Name of Proprietor (for Sole Proprietor and Business Name) and Names of Partners (for Partnerships) – as applicable **(Mandatory)**.
- ii. Duly filled and signed Confidential Business Questionnaire **(Mandatory)**.
- iii. Duly filled and signed Declaration Form **(Mandatory)**.
- iv. Duly filled and signed Anti-Corruption Declaration Commitment/ Pledge **(Mandatory)**.
- v. Original Tender Security of **Kenya Shillings one million six hundred thousand (Kshs. 1,600,000.00)** or in form of a Bank guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority (PPRA), cash, letter of credit or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for 120 days from the date of tender opening in the format provided in the tender document – to be drawn in favour of the prime contractor **(Mandatory)**.
- vi. Certificate of Registration with the National Construction Authority (NCA) under Building Works NCA 5 and above **(Mandatory)**
- vii. National Environment Management Authority (NEMA) License for Asbestos handling, transportation and Disposal **(Mandatory)**

- viii. Duly filled and signed Confidential Business Questionnaire **(Mandatory)**.
- ix. Duly filled and signed Declaration Form **(Mandatory)**.
- x. Written undertaking that the tenderer shall submit only one tender/bid and will not be associated or jointly be associated with any other bidder that submits a bid in this tender **(Mandatory)**.
- xi. Signed agreement between all partners clearly indicating that the individuals or firms in a JV shall be jointly and severally liable **(Mandatory)**.
- xii. Evidence of previous experience to include; LPO/LSO/Signed contract, Completion Certificate, Clients contacts. Such previous experience shall include all the following:-
 - a. Provide evidence of previous experience of at least two projects comprising removal, handling, transportation and disposal of asbestos containing materials within the last five years.
 - b. Provide evidence of existence of transport facility approved by NEMA for transporting asbestos/hazardous materials
 - c. Provide evidence of a licensed and Gazetted disposal site
- xiii. Major items of construction equipment proposed to carry out the Contract and detail of whether they are owned, leased or to be hired **(provide evidence of ownership/ lease)**. The equipment should include but not be limited to the following functions:
 - a. Transportation
 - b. Hoisting and scaffolding
 - c. Containment of hazardous materials
 - d. Welding equipment's
- xiv. Qualifications and experience of key site management / technical personnel and their CVs and copies of certificates:
- xv. Duly filled up form Contractor's Representative and Key Personnel Schedule(mandatory)
- xvi. Written undertaking in bidder's letter head that the staff and major equipment / plant proposed shall be available for the entire duration of the contract. **(Mandatory)**.
- xvii. Certified copies of Audited Financial reports for the last three (3) years 2018, 2019 and 2020 **(Mandatory)**
- xviii. Work methodology and health and safety plan (Mandatory)

ENVELOPE B SHALL CONTAIN: -

- i. Completed Form of Tender
- ii. Priced Bills of Quantities

Evaluation Criteria:

Technical proposals shall be subjected to the following evaluation criteria:

Technical personnel shall include: -

a. The Contractor:

No.	Position	Minimum Qualifications	Total Working Experience (years)	In Similar Works Experience (years)	Total score
1.	Project Manager	Undergraduate degree in Civil engineering architecture, quantity survey or construction management and should be registered with the statutory bodies (EBK, AAK, BORAQ ETC.)	10	2	7
2.	Foremen	Diploma in building and construction, Civil engineering, construction management, quantity survey and construction management	10	7	4
3.	Safety Officer	Diploma in Health and Safety	10	7	4
TOTAL MARKS					15

- i. Evidence of previous experience. These shall be testimonials from past clients/employers, completion certificates, final certificates with names, addresses and telephone contacts of clients who may be contacted for further information on these contracts for each of the works provided. Such previous experience shall include all the following: - **(42 Marks)**

Contractor	Description	Area of evaluation	Score per item	Total score
Building works	Category 1 Removal of roofing sheets on a store or warehouse.	LPO/LSO/Signed contract and Completion Certificate	4	10
		Clients Contacts	1	
Asbestos works	Category 2 (Removal, handling, transportation and disposal of asbestos)	LPO/LSO/Signed contract and Completion Certificate	4	15
		Clients Contacts	1	
	Category 3 (Licensed 'hazardous' carrying trucks)	Log book copy	2	6
		NEMA license	3	
		NTSA current inspection report	1	

	Category 4 (Gazzeted disposal site)	Copy of Title	2	6
		Copy of gazzete notice	2	
		Completion Certificate	1	
		Clients Contacts	1	
	Work Methodology and Health and safety plan	Complete Report (both)	5	5
TOTAL MARKS				42

- ii. Major items of construction equipment proposed to carry out the Contract and detail of whether they are owned, leased or to be hired (*provide evidence of ownership/ lease*). The equipment should include but not be limited to the following functions **(21 marks)**:

1	Transportation	Truck	Owned	4	8
			Leased	1	
		Pick up	Owned	4	
			Leased	1	
2	Hoisting	Scaffolding	Owned	2	4
			Leased	1	
		Hoist/crane	Owned	2	
			Leased	1	
3	Containment of hazardous materials	Special trucks	Owned	3	5
			Leased	1	
		Wrapping machine	Owned	2	
			Leased	1	
4	Welding equipment's	Electric welding machine	Owned	2	4
			Leased	1	
		Gas welding machine	Owned	2	
			Leased	1	
TOTAL MARKS					21

- iii. Qualifications and experience of key site management / technical personnel and their CVs and copies of certificates **(22 marks)**:

	Position	Minimum Qualifications	CRITERIA		TOTAL MARKS
Building Contractor	Project Manager	Undergraduate degree in Civil engineering architecture, quantity survey and construction management and should be registered with the statutory	YEARS OF EXPERIENCE	5	8
			1 1-4 -1mk 2 5-6 – 2mks 3 7-10 5mks		

				bodies (EBK, AAK, BORAQ ETC)	EXPERIENCE Similar works- >1 – 1mk >2-2 mks	2	
				Registered with professional board- 1mks	1		
		Foremen	<u>Diploma in building and construction, Civil engineering, construction management, quantity survey and construction management</u>	YEARS OF EXPERIENCE 1 0-5 -1mk 2 5-7 – 2mks 3 7-10 3mks	3	8	
				Similar works- >1yrs – 1mk 1-5yrs—3mks 5-7yrs – 4mks >-7yrs – 5 mks	5		
		Foremen	Diploma in Environmental Management	YEARS OF EXPERIENCE 4 0-5 -1mk 5 5-7 – 2mks 6 7-10 3mks	3	6	
				Similar works- 1-5yrs—1mks 5-7yrs – 2mks >-7yrs – 3 mks	3		
TOTAL MARKS							22

iv. Certified copies of Audited Financial reports for the last three (3) years 2018, 2019 and 2020 (15marks).

- a. Liquidity ratios $CA/CL \geq 2$ = 5marks
- b. Profitability ratios 20% and above = 10 marks

Marks will be awarded on the ratio indicated as an average for the three years as follows:

Full marks for meeting requirement

Zero (0) marks for not meeting requirement

	<i>The bidders shall be required to score a minimum of 75 out of 100 marks to qualify for opening of the financial envelopes (envelope B)</i>
	Award
	Performance Security shall be 10% of the contract sum in form of a bank guarantee.

Please provide the items listed below in technical submission (mandatory)

ITEM	YES
1. Company Health & Safety Policy (<i>signed by CEO</i>)	<input type="checkbox"/>
2. Certificate of Workplace Registration OSH	<input type="checkbox"/>
3. Commitment letter to observe safety at NCPB premises	<input type="checkbox"/>
4. Company Safety Management System	<input type="checkbox"/>
5. Methods Statements/Job Safety Analysis	<input type="checkbox"/>
6. Sub-contractor Management Plan (<i>provide procedure</i>)	<input type="checkbox"/>
7. Emergency Management Procedures (outline process for incident management, e.g. first aid)	<input type="checkbox"/>
8. List of Personal Protective Equipment/Clothing (PPE/C) to be provided during the job	<input type="checkbox"/>
9. Company Health & Safety Rep/contact person during the project (provide name, address & mobile numbers)	<input type="checkbox"/>

SECTION IV CONDITIONS OF CONTRACT

SECTION V - CONDITIONS OF PARTICULAR APPLICATION

Particular conditions

Item	Sub-Clause	Data
Scope of proposed works		<p>a) Removal, transportation and disposal of asbestos;</p> <p>Shall include, Lot 1: Store 1,2 and Headquarter parking shed. Lot 2: store 3,4 and 5. Lot 3: store 10,11 and 12</p> <p>b) Re-roofing stores and shed with roofing sheets and associated steel works</p>
Time for Completion	1.1.9	120 Days
Law of the Contract	1.4	Kenya
Language	1.5	English
Provision of site	2.1	1 week upon signing of agreement
Authorized Person	3.1	Manager Technical Services
Name and address of Employer's Representative	3.2	<p>Manager Technical Services</p> <p>P.O. Box 30586- 00100</p> <p>Nairobi</p>
Performance Security Amount	4.4	10% of contract sum
Form	4.4	As per the form of Performance Security attached in the Tender Documents
Programme: Time for submission and revised methodology	7.2	Within 7 days of commencement date
Amount payable due to failure to complete(liquidated damages)	7.4	0.01% of the contract sum per day to a maximum of 10% of contract sum.
Period for notifying defects	9.1& 11.5	5 months from the completion date

Variation Procedure	10.2	A maximum rate of 25% on all rates shall be permitted for fluctuations in price after the first year from the date of signing the Agreement, subject to prevailing market rates.
<p>The Unit rates will be deemed to include the following: -</p> <ol style="list-style-type: none"> 1. Preliminaries 2. Materials and a margin of waste 3. Labour 4. Plant, machinery and tools 5. Overheads 6. Profit 	11.1	Re-measurement with tender rates
Percentage value of Materials and plant	11.2	<p>Materials: 75 % of tender rates</p> <p>Plant: Nil</p>
Advance payment		Advance Payment 10% advance payment can be allowed upon submission of advance payment guarantee from a reputable bank.
Interim payments/Percentage of retention	11.3	Within 30 days from receipt of invoice / 10 %
Currency of Payment	11.7	KES
<p>Insurances</p> <p>Works, materials and plant</p> <p>Loss or damage to equipment's</p> <p>Insurance of other properties</p> <p>Third party injury to persons and damage to property</p>	14.1	<p>The minimum cover for insurance of the Works, Plant and Materials in respect of the Contractor's faulty design is : 10% of Contract Sum</p> <p>Full replacement cost</p> <p>Full replacement cost</p> <p>Kshs.100,000 per occurrence</p>

Workers		Kshs.500,000 per occurrence
---------	--	-----------------------------

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

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

Completion Certificate

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

Contractor and Contract Implementation team

SECTION VI BILLS OF QUANTITIES

See attached Bills of Quantities.

The following drawings are also available for this tender.

- a. ATTACHED

SECTION VIII - STANDARD FORMS

FORM OF TENDER

REMOVAL OF ASBESTOS, RE-ROOFING AND ASSOCIATED WORKS AT NCPB GCP DEPOT

TO: _____ [Name of
Employer] _____ [Date]
_____ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to complete such Works and remedy any defects therein for the sum of Kshs. _____ [Amount in figures] Kenya Shillings _____ [Amount in words]
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until _____ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

Signature _____ in the capacity of _____

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

Witness; Name _____

Address _____

Signature _____

Date _____

FORM OF TENDER SECURITY

REMOVAL OF ASBESTOS, RE-ROOFING AND ASSOCIATED WORKS AT NCPB GCP DEPOT

BY THIS SECURITY WE. (hereinafter called "The Tenderer") and

(Bank) whose registered office is at

.....(hereinafter called "the Surety") are held and firmly bound unto National Cereals and Produce Board (hereinafter called "the Board") in the sum of **Kenya Shillings one million six hundred thousand (KShs.1,600,000)** for the payment of which sum the Tenderer and Surety bind themselves, their successors and assigns jointly and severally by these presents.

Sealed with our respective seals and dated thisday of 2021.

WHEREAS

1. The Board has invited the Tenderer and other persons to complete Tenders in similar terms for the **REMOVAL OF ASBESTOS, RE-ROOFING AND ASSOCIATED WORKS AT NCPB GCP DEPOT** (hereinafter called "the Works") and submit the same for consideration by the Board
- 2.The Tenderer proposes to submit to the Board a Tender (hereinafter called "the Tender") in accordance with such invitation and by the above written Security, to provide security for the due performance by him of the undertakings and obligations in the Tender on his part contained.

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

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

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

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

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

Signature.....

Name.....

In the capacity of.....

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

Signature.....

Name.....

In the capacity of.....

FORM OF PERFORMANCE SECURITY
(To be filled by successful Tenderer Only)

REMOVAL OF ASBESTOS, RE-ROOFING AND ASSOCIATED WORKS AT NCPB GCP DEPOT

TENDER NO. NCPB/ GCP DEPOT/13/2021-2022

TO: National Cereals and Produce Board
P. O. BOX 30586-00100
NAIROBI.

Dear Sir(s)

With reference to your Agreement with

For the **REMOVAL OF ASBESTOS, RE-ROOFING AND ASSOCIATED WORKS AT NCPB GCP DEPOT** TENDER NO. NCPB/GCP DEPOT/13/2021-2022 dated

..... and at their request we hereby undertake to hold at your

disposal the sum of up to KShs

.....(in words) Only,
which we shall pay to you without any reference to, and in spite of any
contestation by the said Messrs.....
immediately on your demand being made to us in writing by ordinary or registered post or by hand
at our offices , stating that Messrshave not fulfilled
the terms and conditions of their above mentioned contract and you claim payment under this Security.
Any claim under this Security should be received by us on or before the
.....after which date our aforesaid Security shall cease and be of no effect and must be returned to us
Signed Sealed and Delivered by the said _____

In the presence of: _____

Date: _____

FORM OF CONTRACT AGREEMENT

REMOVAL OF ASBESTOS, RE-ROOFING AND ASSOCIATED WORKS AT NCPB GCP DEPOT

TENDER NO. NCPB/GCP DEPOT/132021-2022

THIS AGREEMENT, made this.....day of.....2021 between National Cereals and Produce Board, P. O. Box 30586-00100, Nairobi, hereinafter called the “Employer” of the one part and _____, a limited liability company incorporated under the Companies Act (Cap.486) Laws of Kenya, P. O. Box _____, hereinafter called the “Contractor” of the other part.

WHEREAS, Tenders have been received by the Employer for the **REMOVAL OF ASBESTOS, RE-ROOFING AND ASSOCIATED WORKS AT NCPB GCP DEPOT**. Tender No. NCPB//2021-2022 at NCPB GCP depot, including allied structures and remedying of any defects therein and the Tender of the Contractor for the said contract has been accepted by the Employer.

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

1. In consideration of the covenants and agreements to be kept and performed by the Contractor and completion of the Works according to the Specifications and Conditions herein contained, the Employer shall pay and the Contractor shall receive and accept as full compensation for everything furnished and done by the Contractor under this Agreement, the Contract Price, (State Currency) _____, stipulated in the Letter of Acceptance, at the times and in the manner prescribed by the Conditions of Contract.
2. Said Works shall be started on the Commencement Date and the Contractor shall fully complete the Works within _____ weeks.
3. In this Agreement the words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
4. The following documents shall be deemed to form, and be read and construed, as part of this Agreement:
 - a) This Contract Agreement,
 - b) The Letter of Acceptance,
 - c) Form of Tender,
 - d) Appendix to Tender,
 - e) Performance Security,
 - f) Conditions of Particular Application
 - g) Works Programme
 - h) Bill of Quantities,
 - i) Specifications,
 - j) The Confidential Business Questionnaire,
 - k) The Tender Questionnaire,
 - l) The Declaration Form.

IN WITNESS WHEREOF, the Parties have hereto executed this contract as of the day and year herein above set forth.

Signed By:)
)
For and on behalf of)
NATIONAL CEREALS AND PRODUCE BOARD) MANAGING DIRECTOR
)

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

Contractor)
In the presence of: -)
Name)
Designation)
Signature)

CONFIDENTIAL BUSINESS QUESTIONNAIRE – MANDATORY

TENDER NO. NCPB//2021-2022

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

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

Part 1 – General

Business Name

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

Plot No..... Street/Road

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

Nature of Business.....

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

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

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

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

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

*Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

	Name in full	Nationality	Citizenship Details	Shares
1.
2.
3.

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

Nominal (State Currency)

Issued (State Currency)

Give details of all directors as follows:

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

1.
.....

2.
.....

3.
.....

4.
.....

Part 2(d) – Interest in the Firm:

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

I certify that the information given above is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

DECLARATION FORM ON PARTICIPATION IN PUBLIC PROCUREMENT (MANDATORY)

TENDER NO. NCPB/GCP DEPOT/13/2021-2022

Date_____

To National Cereals and Produce Board
P. O. BOX 30586-00100
NAIROBI.

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

declare the following:

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

Title

Signature

Date

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

1. Each Tenderer must submit a statement, as part of the Tender documents, in the given format which must be signed personally by the Managing Director or other appropriate senior corporate officer of the Tendering company and, where relevant, of its subsidiary in the Kenya. If a Tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
2. Tenderers will also be required to submit similar No-bribery commitments from their subcontractors, the Tenderer may cover the subcontractors in its own statement, provided the Tenderer assumes full responsibility.
3.
 - a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
 - b) Each Tenderer will make full disclosure in the Tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the Tender and, if successful, the implementation of the contract.
 - c) The successful Tenderer will also make full disclosure [quarterly or semi- annually] of all payments to agents and other third parties during the execution of the contract.
 - d) Upon completion of the performance of the contract, the successful Tenderer will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that they are sufficient to establish the legitimacy of the payments made.
 - e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
4. Tenders which do not conform to these requirements shall not be considered.
5. If the successful Tenderer fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
 - a) Cancellation of the contract;
 - b) Liability for damages to the procuring entity and/or the unsuccessful competitors in the tendering process.
6. Tenderers shall make available, as part of their Tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their general or project-specific Compliance Program.
7. The Government of Kenya has made special arrangements for adequate oversight of the procurement process and the execution of the contract, and has invited civil society and other competent Government Departments to participate in the oversight. Those charged with the oversight responsibility will have full access to all documentation submitted by Tenderers for this contract, and to which in turn all Tenderers and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a Tenderer may be disclosed to another Tenderer or to the public).

ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

(Sections 39, 40, 41, 42, 43 & of the PPD Act, 2005)

I/We/Messrs.....

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

.....

Contact/Phone/E mail.....

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

I/We

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

Tender name.....

Tender No

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

Authorized Signature.....

Name and Title of Signatory.....

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

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet:

.....

[i] Full name of Sub-contractor

and address of head office:

.....

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

.....

.....

.....

(2) Portion of Works to sublet:

.....

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

.....

.....

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

.....

.....

[Signature of Tenderer]

Date

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary