



FUNDING PROVIDED BY THE
UNITED STATES GOVERNMENT

LUTHERAN WORLD FEDERATION

Dadaab Area Program

**“TENDER FOR REHABILITATIONS AND REPAIRS OF
SCHOOL FENCES AND GATES TO SCHOOLS IN DADAAB”**

TENDER NO.:

LWF/DDB/EDUC/28782/2023

LOCATION:

Dadaab

SUBMISSION DEADLINE.:

11th December 2023 - 1700HRS

A. INVITATION TO TENDER

Lutheran World Federation (LWF) invites tenders from approved and reputable building works Contractors for the above works in Dadaab.

A mandatory site Visit is scheduled for **Monday, November 20th 2023**

B. INSTRUCTIONS TO TENDERERS.

1. General

1.1 Bid documents in sealed envelopes and clearly marked with respective contract numbers to be addressed to **THE PROCUREMENT COMMITTEE**, be **Registered** and **dropped in the LWF Tender Box** at the **DMO Main Gate** (UNHCR Dadaab Main Office gate).

1.2 Tenderers shall include the following information and documents with their Tenders, unless otherwise stated:

- (a) Copies of certificates of registration, and principal place of business
- (b) Total monetary value of similar construction work performed for each of the last 2 years
- (c) Experience in works of a similar nature and size for each of the last 2 years, and clients who may be contacted for further information on these contracts
- (d) Major items of construction equipment owned
- (e) Qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) Bank statement or financial report for the past 6 months

1.3 The Tenderer shall bear all costs associated with the preparation and submission of his/her tender, and LWF will in no case be responsible or liable for those costs.

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

1.5 The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

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

2. Tender Documents

2.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below: -

- (a) These instructions to Tenderers
- (b) Form of Tender
- (c) Specifications
- (d) Drawings
- (e) Bills of Quantities/Schedule of Rates (whichever is applicable)
- (f) Other materials required to be filled and submitted in accordance with these Instructions and Conditions

- 2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his/her tender.
- 2.3 Prospective Tenderers making inquiries of the tendering documents may notify LWF in writing via email at least a week before the closure of the tender. The LWF will respond to any request for clarification received earlier than five [5] days prior to the deadline for submission of tenders. Copies of LWF's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of tenders, LWF may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to LWF.
- 2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, LWF shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.5 here below.

3. Preparation of Tenders

- 3.1 All documents relating to the tender and any correspondence shall be in English language.
- 3.2 The tender submitted by the Tenderer shall comprise the following: -
 - (a) The Tender;
 - (b) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts
 - (c) Any other materials required to be completed and submitted by Tenderers.
- 3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates.
- 3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of 60 days from the date of submission. However, in exceptional circumstances, LWF may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.
- 3.7 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.
- 3.8 The original 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. The person or persons signing the tender shall initial all pages of the tender where alterations or additions have been made.
- 3.9 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 5 days prior to the deadline for submission of tenders.
- 3.10 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

4. Submission of Tenders

- 4.1 The tender shall be duly filled and submitted in the Tender box at the DMO Main Gate
- 4.2 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents. Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.
- 4.3 Any tender received after the deadline for opening tenders will be returned to the tenderer un- opened.
- 4.4 LWF may extend the deadline for submission of tenders by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of The Authority and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

5. Tender Opening and Evaluation

- 5.1 The tenders will be opened after the closure of the bid by the tender opening committee. Tenderers are not expected to attend the opening and evaluation.
- 5.2 The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by The Authority. Minutes of the tender opening, including the information disclosed to those present will also be prepared by LWF's procurement officer.
- 5.3 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence LWF's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
 - (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of LWF's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
 - (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail. The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).
 - (e) The Error Correction Factor shall be applied to all Builders' Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
 - (f) The amount stated in the tender will be adjusted in accordance with the above

procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.

- 5.5 The tender evaluation committee shall evaluate the tender within **14 days** of the validity period from the date of opening the tender.
- 5.7 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.
- 5.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
- 5.9 Preference where allowed in the evaluation of tenders shall not exceed 15%
- 5.10 To assist in the examination, evaluation, and comparison of tenders, LWF at its discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be via email but no change in the tender price or substance of the tender shall be sought, offered or permitted.
- 5.11 The Tenderer shall not influence LWF on any matter relating to the tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence LWF or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

6. Award of Contract

- 6.1 The award of the Contract will be made to the Tenderer who has offered the *best* evaluated tender price.
- 6.2 Notwithstanding the provisions of clause 6.1 above, LWF reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.
- 6.3 The Tenderer whose tender has been accepted will be contacted via phone and email and enter into written contract.
- 6.4 The Contract Agreement will incorporate all agreements between LWF and the successful Tenderer. It will be signed by LWF and sent to the successful Tenderer, within 10 days following the notification of award. Within 5 days of receipt, the successful Tenderer will sign the Agreement and return it to The Authority.
- 6.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 7 days of receiving the request from any tenderer.

7 Corrupt and fraudulent practices

- 7.1 The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.
- 7.2 The procuring entity will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.
- 7.3 Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.

C. EVALUATION

i) Evaluation Criteria

The tender document submitted will be evaluated in three (3) stages; - General Mandatory, Technical Capacity and Financial. The evaluation process will be in stages as follows: -

1. General Mandatory –Pass/Fail
2. Technical Capacity Evaluation– Pass mark of 70%
3. Financial – Lowest Cost Evaluated bidder

ii) Mandatory Evaluation

The bids shall undergo a general pre-qualification process in order to determine bid compliance to the following mandatory requirements. Tenderers are required to comply to the following requirements, failure to which the firm shall not proceed with the next stage of evaluation: -

NO.	REQUIREMENTS	Pass	Fail
M1	a) Certificate of Registration/Incorporation		
M2	b) Valid Tax Compliance Certificate		
M3	c) Copy of CR12 Certificate showing names and citizenship of directors and shareholding		
M4	Dully filled, signed and stamped business questionnaire		
M5	Dully filled, signed and stamped Form of Tender		

Failure to submit any of the above-mentioned documentation, will lead to disqualification of the firm at the mandatory stage. The bidders that will meet all the mandatory requirements above will qualify to proceed to technical evaluation stage.

iii) Technical Evaluation

ITEM REQUIRED	DETAILS OF ATTACHMENT REQUIRED	
A: TECHNICAL EVALUATION		60%
1.) BUSINESS REGISTRATION (20%)	Certificate of incorporation	5%
	CR12	5%
	VAT and Tax compliance certificate-Valid	5%
	NCA Registration (NCA 6 or 7)	5%
2.) PAST EXPERIENCE (20%)	5 Previous relevant jobs with evidence: signed completion certificate, Purchase order, Construction Agreement, Photographs (4 marks each)	20%
3.) PERSONNEL (16%)	Name, Title and qualification of supervisor with construction certificate	4%
	Name, Title and qualification of foreman with construction certificate	4%
	copies of CV, 2 certificates from recognised institutions (min. 2)	8%
4.) BANK ACCOUNT (18%)	6 months Authenticated bank statements (3% for each month)	18%
5.) PLANT & EQUIP. (16%)	Name 4 relevant Equipment (1% each)	4%
	Proof of ownership (Logbook, Receipt, or Lease - 3% each)	12%
7.) TIME COMMITMENT (10%)	Work Plan	10%
		(= Total x 60%)
B: FINANCIAL EVALUATION: Priced BoQ		40%

Bidder (s) are required to attain minimum of 60% score in the technical requirements, failure to which the firm shall not proceed to the next stage of financial evaluation stage.

iv) Financial Evaluation

The bids that qualify at the Technical Capacity evaluation stage will be subjected to financial evaluation to determine the winner. The lowest evaluated bidder will be considered for award of tender.

The score for the Financial Evaluation is 40%.

FORM OF TENDER

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

Dear Sir,

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

Dated this _____ day of _____ 2022

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 _____

TENDER BUSINESS QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer

.....

2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)

.....

3. Telephone number (s) of tenderer

.....

4. Email address of tenderer

.....

5. Name of tenderer's representative to be contacted on matters of the tender during the tender period

.....

Signature of Tenderer



FUNDING PROVIDED BY THE
UNITED STATES GOVERNMENT

LUTHERAN WORLD FEDERATION

Dadaab Area Program

Bills of Quantities

for the

**“TENDER FOR REHABILITATIONS AND REPAIRS OF
SCHOOL FENCES AND GATES TO SCHOOLS IN
DADAAB”**

TENDER NO.:

LWF/DDB/EDUC/28782/2023

LOCATION:

Dadaab

SUBMISSION DEADLINE.:

11th December 2023 - 1700HRS

	Project: PRM Fence and Gate Repairs 2023				
ITEM	DESCRIPTION	UNIT	QTTY	RATE (KES)	AMOUNT (KES)
	Bidii Primary School - Hagadera				
	<u>Main Gate:</u>				
	<i>Repaired gate to be a minimum 100mm from ground level</i>				
1	Supply and replace gate leaf mainframe (vertical hinged) with 40x40x2mm SHS sections	LM	5		
2	Supply and replace gate leaf top member with 40x40x1.5mm SHS sections to make complete rectangle (remove top 20x20x1mm quadrants)	LM	6.5		
3	Supply and fix 40x40x2mm RSA (Rolled Steel Angle/Angle line) on existing gate post and anchor in the ground and column with mass concrete	LM	8		
4	Supply and fix Heavy Duty barrel hinges/bushes min size 25mm diameter x 150mm long (tenon side facing up)	No	4		
5	Remove existing 20x20x1.5mm SHS quadrants members welded on gate frames	LM	6		
6	Apply metal primer to all new parts	<i>Item</i>			
7	Supply and apply three coats of bermuda blue paint on the main gate, inscribe UNHCR and LWF complete logos and school name as per sample school and using approved stencils	<i>Item</i>			
	<u>Fence:</u>				
8	Supply and install 50x50x2mm (2"x2" gauge 12) x 3meter long/high angle lines at maximum 2.5meters intervals: anchor 300mm in mass concrete and provide 6 number 8mm diameter holes for strainer wires. Apply 2 coats of metal primer before achoring.	No	34.00		
9	Supply and install 2.4 meter high x 12 gauge chain-link with 6 strands strainer/galvanised barbed wire	LM	85.00		
10	Rehabilitate and reinstall chainlink fence and poles	LM	30.00		
	Total for Bidii Primary School Hagadera				

Project: PRM Fence and Gate Repairs 2023					
ITEM	DESCRIPTION	UNIT	QTTY	RATE (KES)	AMOUNT (KES)
<u>Friends Primary School - Ifo</u>					
<u>Main & Pedestrian Gate:</u>					
<i>Pedestrian Gate:</i>					
1	Supply and fix 40x40x2mm RSA (Rolled Steel Angle/Angle line) on hinged gate post and anchor in the ground and column with mass concrete	LM	3.5		
2	Supply and replace pedestrian gate leaf hinge member with 40x40x2mm SHS sections	LM	2.5		
3	Supply and fix Heavy Duty barrel hinges/bushes min size 25mm diameter x 150mm long (tenon side facing up)	No	2		
4	Apply metal primer to all new parts	<i>Item</i>			
<i>Main Gate:</i>					
5	Supply and replace gate leaf vertical mainframe (hinged) with 40x40x2mm SHS sections	LM	6		
6	Reinforce main post with rolled 2mm MS plate min 600mm high at hinge points	<i>SM</i>	1		
7	Supply and fix Heavy Duty barrel hinges/bushes min size 25mm diameter x 150mm long (tenon side facing up)	No	4		
8	Apply metal primer to all new parts	<i>Item</i>			
9	Cast min 500mm high concrete ramp across the main gate and install steel pipe mortice part of the anchor bolt	<i>Item</i>			
<i>General:</i>					
7	Supply and apply three coats of bermuda blue paint on the main gate, inscribe UNHCR and LWF complete logos and school name as per sample school and using approved stencils	<i>Item</i>			
<u>Fence:</u>					
8	Rehabilitate and reinstall chainlink fence and poles	LM	40.00		
Total for Friends Primary School - Ifo					

	Project: PRM Fence and Gate Repairs 2023				
ITEM	DESCRIPTION	UNIT	QTTY	RATE (KES)	AMOUNT (KES)
	<u>Iftin Primary School - Hagadera</u>				
	<u>Main & Pedestrian Gate:</u>				
	<i>Pedestrian Gate:</i>				
1		No	2		
2	Install locking system made of 20mm round bars with provision for locking and pipe mortice end	No	2		
3	General repairs for smooth opening	<i>Item</i>			
4	Apply metal primer and 2 coats of bermuda blue paint to whole pedestrian gate	<i>Item</i>			
	<i>Main Gate:</i>				
5	Weld/seal 'pedestrian' on main gate and touch paint	<i>Item</i>			
	<i>ICT Room door:</i>				
6	Supply and fix barrel hinges/bushes min size 20mm diameter x 1050mm long (tenon side facing up) on main ICT room door: straighten and align frame members before fitting	<i>Item</i>			
7	Clean the door, sand and apply 3 coats of bermuda blue paint	<i>SM</i>	4.8		
	<u>Fence:</u>				
8	Rehabilitate and reinstall chainlink fence and poles	LM	40.00		
	Total				

	Project: PRM Fence and Gate Repairs 2023				
ITEM	DESCRIPTION	UNIT	QTTY	RATE (KES)	AMOUNT (KES)
<u>Wadajir Primary School - Dagahaley</u>					
<u>Main & Pedestrian Gate:</u>					
<i>Main Gate:</i>					
1	Supply and replace <i>both</i> gate posts vertical mainframe (hinged) with 60x60x2mm (3.64Kg/M) SHS sections	LM	8		
2	Supply and fix Heavy Duty barrel hinges/bushes min size 25mm diameter x 150mm long (tenon side facing up)	No	4		
3	Cast min 500mm high concrete ramp across the main gate and install steel pipe mortice part of the anchor bolt	<i>Item</i>			
<u>Fence:</u>					
4	Rehabilitate and reinstall chainlink fence and poles	LM	60.00		
<u>Bahati Primary School - Dagahaley</u>					
<u>Main & Pedestrian Gate:</u>					
<i>Main Gate:</i>					
5	Cast min 500mm high concrete ramp across the main gate and install steel pipe mortice part of the anchor bolt	<i>Item</i>			
6	Supply and apply three coats of bermuda blue paint on the main gate, inscribe UNHCR and LWF complete logos and school name as per sample school and using approved stencils	<i>Item</i>			
<u>Fence:</u>					
7	Rehabilitate and reinstall chainlink fence and poles	LM	30.00		
<u>Juba Primary School - Dagahaley</u>					
<u>Fence Repairs:</u>					
8	Supply materials and prepare mass concrete to anchor and secure existing weak fence poles along the road: average size 300x300x500mm deep	No	20.00		
9	Rehabilitate and reinstall chainlink fence and poles	LM	50.00		
Total					

	Project: PRM Fence and Gate Repairs 2023				
ITEM	DESCRIPTION	UNIT	QTTY	RATE (KES)	AMOUNT (KES)
	SUMMARY				
1	Bidii Primary School - Hagadera				
2	Friends Primary School - Ifo				
3	Iftin Primary School - Hagadera				
4	Wadajir Primary School - Dagahaley				
5	Bahati Primary School - Dagahaley				
6	Juba Primary School - Dagahaley				
7	Provide a Contingency sum of Kenya Shillings Fourty Thousands for works that may arise and not captured in this BoQ				
	Total				