



**MINISTRY OF AGRICULTURE, LIVESTOCK, FISHERIES AND THE COOPERATIVES  
STATE DEPARTMENT FOR FISHERIES, AQUACULTURE AND BLUE ECONOMY  
AQUACULTURE BUSINESS DEVELOPMENT PROGRAMME (ABDP)**

**IFAD LOAN NO: 2000002052 - AQUACULTURE BUSINESS DEVELOPMENT  
PROGRAMME (ABDP)**

**SPECIFIC PROCUREMENT NOTICE**

**Country: KENYA**  
**Project: Aquaculture Business Development Programme**  
**Contract Title: Supply and Delivery of Dam Materials**

**Financing 2000002052**  
**Agreements:**  
**PQ Reference No: MOALF/SDFA&BE/ABDP/PQ-001/2021-2022/04-01**

**PRE-QUALIFICATION DOCUMENT  
FOR  
PROCUREMENT OF DAM MATERIALS**

**ISSUED ON: October 22, 2021**

**TENDER CLOSING DATE: November 11, 2021, 11.00 AM EAT**

**TENDER OPENING DATE: November 11, 2021, 11.00 AM EAT**

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## INVITATION TO APPLY FOR PREQUALIFICATION

Name of Contract: **PROCUREMENT OF DAM MATERIALS**

Contract No: **2000002052**

Prequalification Reference No.: **MOALF/S DFA&BE/ABDP/PQ - 001/2021-2022**

1. **Aquaculture Business Development Programme** intends to prequalify Suppliers for **Supply and Delivery of the Dam Liner Kits, Bird Nets and Predator Mesh** as per specification provided for a period of **Two Years** and for estimated quantities as follows:

<b>Item</b>	<b>No. of Farmers</b>	<b>Size Per Farmer (SQM)</b>	<b>Total SQM Required</b>
Geomembrane Liner Kit	4000	525	1,200,000
Bird Net	4000	300	1,200,000
Predator Mesh	4000	100	400,000

2. The quantities as given above are only but estimates of the minimum requirements.
3. The contracts shall be awarded to the Bidders whose bids will be determined to be the lowest evaluated as per section 86 (1) (a) of the Public Procurement and Asset Disposal Act 2015 and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
4. It is expected that the Invitation to Tender will be made in **November 2021**. Tendering will thereafter be conducted through **National Restricted Tendering** procedures using a standardized tender document and will be open to all applicants who prequalify on a rotational basis subject to terms and conditions.
5. The items are divided into two Lots:
  - a) Lot I: Geomembrane dam Liner Kits
  - b) Lot II: Bird Nets and Predator Mesh
6. Bidders shall indicate the lot of materials that they will be competent to supply and deliver. Bidders may participate in the two Lots.
7. Bidders will be required to commit to a delivery period of not more than Forty Five (45)

days.

8. Qualified and interested applicants may obtain further information and inspect the Prequalification document during office hours **0900 to 1700 hours** at the address given below.

**The Programme Coordinator**  
**Aquaculture Business Development Programme**  
**Off Kamakwa Road, Opposite Nyeri Golf**  
**P.O. Box 904-10100**  
**Nyeri, Kenya**  
**Email : [procurement@abdpcu.org](mailto:procurement@abdpcu.org).**

- :
9. A complete set of Prequalification Document in English may obtained by interested applicants electronically free of charge from the address below.

**The Programme Coordinator**  
**Aquaculture Business Development Programme**  
**Off Kamakwa Road, Opposite Nyeri Golf**  
**P.O. Box 904-10100**  
**Nyeri, Kenya**  
**Email : [procurement@abdpcu.org](mailto:procurement@abdpcu.org).**

10. Prequalification Document may be viewed and downloaded for free from the website [www.kilimo.go.ke](http://www.kilimo.go.ke) or [www.tenders.go.ke](http://www.tenders.go.ke). Applicants who download the Prequalification Document must forward their particulars immediately to [procurement@abdpcu.org](mailto:procurement@abdpcu.org) to facilitate any further clarification or addendum.
11. Applications for prequalification should be submitted by postal service, or hand/courier delivery, clearly marked envelopes and delivered to the address given below by 11<sup>th</sup> November **2021 at 11:00 am**.
12. Late applications will to be rejected.

**13. Address where to submit Applications**

**The Programme Coordinator  
Aquaculture Business Development Programme  
Off Kamakwa Road, Opposite Nyeri Golf  
P.O. Box 904-10100  
Nyeri, Kenya**

## **PART 1: APPLICATION PROCEDURES**

### **SECTION I: INSTRUCTIONS TO APPLICANTS (ITA)**

#### **A. General**

##### **1. Scope of Application**

1.1 The name of the Procuring Entity inviting for applications is defined in the **PDS**. The particular type of contract (works, goods or Non-Consulting Services required) and its name and description of the contract(s) and its reference number are defined in the **PDS**. If the scope of contract so defined is in multiple contracts, it will be specified in the **PDS** if prequalification will be based on individual contracts or multiple contracts. The Full scope of Works or Goods or Non-Consulting Services are described in Section V (Scope of Works or goods contract).

**i. Source of Funds to be specified in the PDS, if deemed necessary.**

**ii. Fraud and Corruption**

3.1 The Government of Kenya requires compliance with its Anti-Corruption laws and its prevailing sanctions policies and procedures.

3.2 In further pursuance of this policy, Applicants shall permit and shall cause their agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and their personnel, to permit the Public Procurement Regulatory Authority (PPRA) to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, tender submission (incase prequalified), proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the PPRA.

##### **4 Collusive practices**

4.1 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any applicant found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, applicants shall be required to complete and sign a Certificate of Independent Tender Determination" annexed to the Form of applicant.

##### **5 Eligible Applicants**

5.1 Applicants shall meet the eligibility criteria as per this ITA and ITA 5.1 and 5.2. An Applicant may be a firm that is a private entity, a state-owned enterprise or institution subject to ITA 5.9 or any combination of such entities in the form of a joint venture ("JV") under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the prequalification process, tendering (in the event the JV submits a Tender) and during contract execution (in the event the JV is awarded the Contract). Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the PDS.

5.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to be prequalified. Public Officers with such relatives are also not allowed to

participate in any procurement proceedings.

- 5.3 A firm may apply for prequalification both individually, and as part of a joint venture, or participate as a subcontractor. If prequalified, it will not be permitted to tender for the same contract both as an individual firm and as a part of the joint venture or as a subcontractor. However, a firm may participate as a subcontractor in more than one Tender, but only in that capacity. Tenders submitted in violation of this procedure will be rejected.
- 5.4 A firm and any of its affiliates (that directly or indirectly control, are controlled by or are under common control with that firm) may submit its application for prequalification either individually, as joint venture or as a subcontractor among them for the same contract. However, if prequalified, only one prequalified Applicant will be allowed to tender for the. All Tenders submitted in violation of this procedure will be rejected.
- 5.5 An Applicant may have the nationality of any country, subject to the restrictions pursuant to ITA 5.1 and 5.2. An Applicant shall be deemed to have the nationality of a country if the Applicant is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. Sub-contractors or suppliers for any part of the Contract including related Non-Consulting Services.
- 5.6 Applicants shall not have a conflict of interest. Applicants shall be considered to have a conflict of interest, if they, or any of their affiliates, participated as a consultant in the preparation of the design or technical specifications or have been hired or proposed to be hired by the Procuring Entity as Engineer for contract implementation of the contract(s) that are the subject of this prequalification. In addition, Applicants may be considered to have a conflict of interest if they have a close business or family relationship with a professional staff of the Procuring Entity who:
  - a are directly or indirectly involved in the preparation of the prequalification Document or Invitation to Tender (ITT), Document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or
  - b would be involved in the implementation or supervision of such Contract, unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the prequalification, ITT process and execution of the Contract.
- 5.7 An Applicant that has been debarred shall be ineligible to be initially selected for, prequalified for, tender for, propose for, or be awarded a contract during such period of time as the PPRA shall have determined. The list of debarred firms and individuals is available at [www.ppra.go.ke](http://www.ppra.go.ke)
- 5.8 Applicants that are state-owned enterprise or institutions in Kenya may be eligible to prequalify, compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Procuring Entity, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of any public entity.
- 5.9 An Applicant shall not be under sanction of debarment from Tendering by the PPRA as the result of the execution of a Tender/Proposal–Securing Declaration.
- 5.10 An Applicant that is a Kenyan firm or citizen shall provide evidence of having fulfilled his/her tax obligations by producing a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.
- 5.11 An Applicant shall provide any other such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.



## 6 Eligibility

- 6.1 Firms and individuals may be ineligible if they are nationals of ineligible countries as indicated herein. The countries, persons or entities are in eligible if:
- a. As a matter of law or official regulations, Kenya prohibits commercial relations with that country, or
  - b. By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or Non- Consulting Services from that country, or any payments to any country, person, or entity in that country.
- 6.2 When the Works, supply of Goods or provision of non-consulting services are implemented a cross jurisdictional boundary (and more than one country is a Procuring Entity, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITA 5.1 (a) above by any country may be applied to that procurement a cross other countries involved, if the Procuring Entities involved in the procurement so agree.
- 6.3 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

### SECTION I B: ANNEX TO INSTRUCTIONS TO APPLICANTS (ITA):

#### **Prohibited Practices**

The Fund requires that all beneficiaries of IFAD funding, including the purchaser and any bidders, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, consultants, sub-consultants, and any of their agents (whether declared or not) and personnel observe the highest standards of ethics during the procurement and execution of such contracts, and comply with IFAD's Policy on Preventing Fraud and Corruption in its Activities and Operations, revised on 12 December 2018 and attached as Section VIII of this document (EB 2018/125/R.6, hereinafter "IFAD's Anti-Corruption Policy").

For the purposes of these provisions, and consistent with IFAD's Anticorruption Policy, the terms set forth below are defined as follows, and sometimes referred to collectively as "prohibited practices":

- b) "*corrupt practice*" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;
- c) "*fraudulent practice*" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;
- d) "*collusive practice*" is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;
- e) "*coercive practice*" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of

any party, to improperly influence the actions of that or another party;

- f) “*obstructive practice*” is (i) deliberately destroying, falsifying, altering or concealing evidence that may be material to an investigation by the Fund or making false statements to investigators in order to materially impede an investigation by the Fund; (ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by the Fund or from pursuing such an investigation; and/or (iii) the commission of any act intended to materially impede the exercise of the Fund’s contractual rights of audit, inspection and access to information.

The Fund will deny approval of a proposed contract award if it determines that the firm or individual recommended for award, or any of its personnel or agents, or its sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers and/or any of their personnel or agents, has, directly or indirectly, engaged in any of the prohibited practices in connection with an IFAD-financed and/or IFAD-managed activity or operation, including in competing for the contract.

In accordance with IFAD’s Anticorruption Policy, the Fund has the right to sanction firms and individuals, including by declaring them ineligible, either indefinitely or for a stated period of time, to participate in any IFAD-financed and/or IFAD-managed activity or operation. This may include ineligibility to: (i) be awarded or otherwise benefit from any IFAD-financed contract, financially or in any other manner; (ii) be a nominated sub-contractor, consultant, manufacturer, supplier, sub-supplier, agent or service provider of an otherwise eligible firm being awarded an IFAD-financed contract; and (iii) receive the proceeds of any loan or grant provided by the Fund.<sup>1</sup> The Fund also has the right to unilaterally recognize debarments by any of the International Financial Institutions that are members to the Agreement for Mutual Enforcement of Debarment Decisions if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.

In addition, the Fund has the right to, at any time, declare a misprocurement and/or the ineligibility of any expenditures associated with a procurement process or contract if it determines that prohibited practices occurred in connection with this procurement process or contract and that the borrower/recipient has not taken timely and appropriate action, satisfactory to the Fund, to address such practices when they occur.

Bidders, suppliers, consultants, contractors, and their sub-contractors, sub-consultants, service providers, suppliers, agents and personnel, are required to fully cooperate with any investigation conducted by the Fund into possible prohibited practices, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and

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<sup>1</sup> For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering an addendum or amendment introducing a material modification to any existing contract.

records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity and to have such accounts, premises, records and documents audited and/or inspected<sup>2</sup> by auditors and/or investigators appointed by the Fund.

The bidder is obliged to disclose relevant prior sanctions and criminal convictions and any commissions or fees paid or are to be paid to any agents or other party in connection with this procurement process or the execution of the contract.

The bidder shall keep all records and documents, including electronic records, relating to this procurement process available for a minimum of three (3) years after notification of completion of the process or, in case the bidder is awarded the contract, execution of the contract.

**Sexual Harassment,  
Sexual  
Exploitation and  
Abuse**

The Fund requires that all beneficiaries of IFAD Funding, including the purchaser and any bidders, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, consultants, sub-consultants, and any of their agents (whether declared or not) and personnel comply with IFAD's Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse. For the purpose of this provision, and consistent with IFAD's Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse as it may be amended from time to time, the terms set forth below are defined as follows:

- g) Sexual harassment means “any unwelcome sexual advance, request for sexual favour or other verbal, non-verbal or physical conduct of a sexual nature that unreasonably interferes with work, alters or is made a condition of employment, or creates an intimidating, hostile or offensive work environment.
- h) Sexual exploitation and abuse means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of others (sexual exploitation); the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions (sexual abuse).

Purchasers, suppliers and bidders shall take all appropriate measures to prevent and prohibit sexual harassment and sexual exploitation and abuse on the part of their personnel and subcontractors or anyone else directly or indirectly employed by them or any of subcontractors in the performance of the contract. Purchasers, suppliers and bidders shall immediately report to the purchaser or IFAD any incidents of sexual harassment and sexual exploitation and abuse arising out of or in connection with the performance of the contract or prior to

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<sup>2</sup> Inspections include all fact-finding activities deemed relevant by the Fund to address allegations or other indications of possible prohibited practices. Such fact-finding activities may include, but are not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data or information (whether in hard copy or electronic format) deemed relevant for the investigation or audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verifications of information. It is the responsibility of the firm or individual under inspection to ensure effective compliance with their duty to cooperate vis-à-vis any potential local laws or regulations or other potentially conflicting obligations.

its execution, including convictions, disciplinary measures, sanctions or investigations. The purchaser may take appropriate measures, including the termination of the contract, on the basis of proven acts of sexual harassment, sexual exploitation and abuse arising out of or in connection with the performance of the contract.

The bidder or supplier is required to disclose any relevant prior sanctions, convictions, disciplinary measures or criminal records.

**Money laundering and Terrorist Financing** The Fund requires that all beneficiaries of IFAD funding or funds administered by IFAD, including the purchaser, any bidders, implementing partners, service providers and suppliers, observe the highest standards of integrity during the procurement and execution of such contracts, and commit to combat money laundering and terrorism financing consistent with IFAD's Anti-Money Laundering and Countering the Financing of Terrorism Policy.

**SECAP Performance Standards** The resulting contract will be implemented in a manner consistent with IFAD's Social, Environmental and Climate Assessment Procedures (SECAP), available on <https://www.ifad.org/en/secap>.

**Eligible Bidders and Conflict of Interest** This invitation for bids is open to all suppliers from eligible source countries except as provided hereinafter. Any eligible entity may bid independently or in a joint venture (JV). In the case where a bidder is or proposes to be a JV

- i) all members shall be jointly and severally liable for the execution of the contract; and
- j) the JV shall nominate a representative who will have the authority to conduct all business for and on behalf of any and all the members of the JV.

**Conflict of Interest**

A bidder shall not have any actual, potential or reasonably perceived conflict of interest. A bidder shall declare in the bid submission form any actual, potential or reasonably perceived interest, regardless of its nature, that affects, may affect, or might reasonably be perceived by others to affect, impartiality in any matter relevant to the procurement process, including the selection process and the execution of the contract. A bidder with an actual, potential or reasonably perceived conflict of interest shall be disqualified, unless otherwise explicitly approved by the Fund. The purchaser requires that the bidder and the supplier hold the project's interests as paramount at all times, strictly avoiding any actual, potential or reasonably perceived conflicts of interest, including actual, potential or reasonably perceived conflicts with other assignments or their own personal and/or corporate interests, and act without any consideration for any other ongoing or future work. Without limitation on the generality of the foregoing, a bidder or supplier, including all parties constituting the bidder or supplier and their respective personnel and affiliates, as well as any subcontractors for any part of the contract, including related services, and their respective personnel and affiliates, may be considered to have an actual, potential or reasonably perceived conflict of interest and disqualified or terminated if they:

- k) have, may have or might reasonably appear to have at least one controlling partner in common with one or more other parties in the process contemplated by this bidding document or the execution of the contract; or
- l) have, may have or might reasonably appear to have the same legal representative as another bidder for purposes of this bid or execution of the contract; or

- m) have, may have or might reasonably appear to have a relationship, directly or through common third parties, that puts them in a position to have access to undue or undisclosed information about or influence over the bid process and the execution of the contract, or influence the decisions of the purchaser regarding the selection process for this procurement or during the execution of the contract; or
- n) participate, may participate or might reasonably appear to participate in more than one bid in this process; participation by a bidder in more than one bid shall result in the disqualification of all bids in which the party is involved; however, this provision does not limit the inclusion of the same subcontractor in more than one bid; or
- o) are themselves, may be or might reasonably appear to be, or have, may have or might reasonably appear to have a business or family relationship with, a member of the purchaser's board of directors or its personnel, the Fund or its personnel, or any other individual was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of this bidding document, (ii) the selection process for this procurement, or (iii) execution of the contract, unless the actual, potential or reasonably-perceived conflict stemming from this relationship has been explicitly authorized by the Fund.

A bidder that has been engaged by the purchaser to provide goods, works or services for a project, its personnel and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a bidder hired to provide consulting services for the preparation or implementation of a project, its personnel and any of its affiliates, shall be disqualified from subsequently providing goods, works or non-consulting services resulting from or directly related to such consulting services for such preparation or implementation.

A bidder and the supplier shall have an obligation to disclose any situation of actual, potential or perceived conflict of interest that impacts, may impact, or might reasonably appear to be perceived by others to impact, their capacity to serve the best interest of the purchaser. Failure to properly disclose any of said situations may lead to appropriate actions, including the disqualification of the bidder, the termination of the Contract and any other as appropriate under the IFAD Policy on Preventing Fraud and Corruption in its Projects and Operations. A bidder or supplier, all parties constituting the bidder or supplier, and any subcontractors for any part of the Contract, including related services, and their respective personnel and affiliates, will not be any person or entity under a declaration of ineligibility by the Fund for having engaged in prohibited practices as contemplated by ITB clause 3 above. The Fund also has the right to unilaterally recognize debarments by any of the International Financial Institutions that are members to the Agreement for Mutual Enforcement of Debarment Decisions if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.

A bidder or supplier, all parties constituting the bidder or supplier, and any subcontractors for any part of the contract, including related services, and their respective personnel and affiliates not otherwise made ineligible for a reason described in this ITB Clause 7 will nonetheless be excluded if:

- p) as a matter of law or official regulation, the Government prohibits commercial relations with the country of the bidder or Supplier (including any Associates, Subcontractors and any respective

- affiliates) provided that the Fund is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or
- q) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits the issuance of a payment.

**Eligible Goods and Services** All goods and related services to be supplied under the contract shall have their origin in eligible source countries.

For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognised product results that is substantially different in basic characteristics or in purpose or utility from its components.

The origin of goods and services is distinct from the nationality of the bidder.

**Cost of Bidding** The bidder shall bear all costs associated with the preparation and submission of its bid, and the purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

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## **B. Contents of the Prequalification Documents**

### **8 Sections of Prequalification Document**

- 8.1 This Prequalification Document consists of parts 1 and 2 which comprise all the sections indicated below, and which should be read in conjunction with any Addendum issued in accordance with IT A8.

#### **PART 1: Prequalification Procedures**

- i) Section I- Instructions to Applicants (ITA)
- ii) Section II - Prequalification Data Sheet (PDS)
- iii) Section III - Qualification Criteria and Requirements
- iv) Section IV- Application Forms

#### **PART 2: Works, Goods, or Non-Consulting Services Requirements**

- i) Section VII- Scope of Works, Goods, or Non-Consulting Services
- 8.2 Unless obtained directly from the Procuring Entity, the Procuring Entity accepts no responsibility for the completeness of the document, responses to requests for clarification, the minutes of the pre-Application meeting (if any), or Addenda to the Prequalification Document in accordance with ITA 8. In case of any discrepancies, documents issued directly by the Procuring Entity shall prevail.
- 8.3 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Document and to furnish with its application all information or documentation as is required by the Prequalification Document.

### **9 Clarification of Prequalification Documents, site visit(s) and Pre-Application Meeting**

- 9.1 An Applicant requiring any clarification of the Prequalification Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the **PDS**. The Procuring Entity will respond in writing to any request for clarification provided that such request is received no later than fourteen (14) days prior to the deadline for submission of the applications. The Procuring Entity shall forward a copy of its response to all prospective Applicants who have obtained the Prequalification Document directly from the Procuring Entity, including a description of the inquiry but without identifying its source. If so, indicated in the **PDS**, the Procuring Entity shall also promptly publish its response at the webpage identified in the **PDS**. Should the Procuring Entity deem it necessary to amend the Prequalification Document as a result of a clarification, it shall do so following the procedure under ITA 8. And in accordance with the provisions of ITA 17.2.
- 9.2 The Applicant, at the Applicant's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the required contracts and obtain all information that may be necessary for preparing the application. The costs of visiting the Site shall be at the Applicant's own expense. The Procuring Entity shall specify in the **PDS** if a pre-application meeting will be held, when and where. The Procuring Entity shall also specify in the **PDS** if a pre-arranged Site visit will be held and when. The Applicant's designated representative is invited to attend a pre- application meeting and a pre-arranged site visit. The purpose of the meetings will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.3 The Applicant is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **PDS** before the submission date of applications.
- 9.4 Minutes of a pre-arranged site visit and those of the pre-application meeting, if applicable, including the text of the questions asked by Applicants and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Applicants who have acquired the prequalification documents. Minutes shall not identify the source of the questions asked.
- 9.5 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-arranged site visit and those of the pre-proposal meeting at the web page identified **in the PDS**. Any modification to the Prequalification Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-application meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to PDS 8 and not through the minutes of the pre-application meeting. Non-attendance at the pre- arranged site visit and the pre-tender meeting will not be a cause for disqualification of a Tenderer.

## **10 Amendment of Prequalification Document**

- 10.1 At any time prior to the deadline for submission of Applications, the Procuring Entity may amend the Prequalification Document by issuing an Addendum.
- 10.2 Any Addendum issued shall be part of the Prequalification Document and shall be communicated in writing to all Applicants who have obtained the Prequalification Document from the Procuring Entity. The Procuring Entity shall promptly publish the Addendum at the Procuring Entity's webpage identified in the PDS.
- 10.3 To give Applicants reasonable time to take an Addendum into account in preparing their Applications, the Procuring Entity may, at its discretion, extend the deadline for the submission of Applications in accordance with ITA 17.2.





## **C. Preparation of Applications**

### **11 Cost of Applications**

- 11.1 The Applicant shall bear all costs associated with the preparation and submission of its Application. The Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the prequalification process.

### **12 Language of Application**

- 12.1 The Application as well as all correspondence and documents relating to the prequalification exchanged by the Applicant and the Procuring Entity, shall be written in English Language. Supporting documents and printed literature that are part of the Application may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Application, the translation shall govern.

### **13 Documents Comprising the Application**

- 13.1 The Application shall comprise the following:
- a. Application Submission Letter, in accordance with ITA 13.1;
  - b. Eligibility: documentary evidence establishing the Applicant's eligibility, in accordance with ITA 14.1;
  - c. Qualifications: documentary evidence establishing the Applicant's qualifications, in accordance with ITA 15; and
  - d. Any other document required as specified in the PDS.
  - e. Technical specification and Brochures
  - f. Manufacturer authorization letter
- 13.2 The Applicant shall furnish information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Application.

### **14 Application Submission Letter**

- 14.1 The Applicant shall complete an Application Submission Letter as provided in Section IV (Application Forms). This Letter must be completed without any alteration to its format.

### **15 Documents Establishing the Eligibility of the Applicant**

- 15.1 To establish its eligibility in accordance with ITA 4, the Applicant shall complete the eligibility declarations in the Application Submission Letter and Forms ELI (eligibility) 1.1 and 1.2, included in Section IV (Application Forms).

### **16 Documents Establishing the Qualifications of the Applicant**

- 16.1 To establish its qualifications to perform the contract(s) in accordance with Section III, Qualification Criteria and Requirements, the Applicant shall provide the information requested in the corresponding Information Sheets included in Section IV (Application Forms).
- 16.2 Wherever an Application Form requires an Applicant to state a monetary amount, Applicants should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- a. For construction turnover or financial data required for each Year-Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted).

- b Value of single Contract-Exchange rate prevailing on the date of the contract.
- 16.3 Exchange rates shall be taken from the publicly available source identified in the PDS. Any error in determining the exchange rates in the Application may be corrected by the Procuring Entity.
- 16.4 Applicants shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between Applicants, and thereby help to prevent any corrupt influence in relation to the procurement processor contract management.
- 16.5 The purpose of the information described in ITT 6.2 above overrides any claims to confidentiality which an Applicant may have. There can be no circumstances in which it would be justified for an Applicant to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for an Applicant's failure to disclose, or failure to provide required information on its ownership and control.
- 16.6 The Applicant shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the Applicant under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 16.7 All information provided by the Applicant pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Applicant shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 16.8 If an Applicant fails to submit the information required by these requirements, its application will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by an Applicant pursuant to these requirements, then the application will be rejected.
- 16.9 If information submitted by an Applicant pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the Applicant in relation to the procurement or contract management process, then:
  - a. If the procurement process is still ongoing, the Applicant will be disqualified from the procurement process,
  - b. If the contract has been awarded to that Applicant, the contract award will be set aside,
- 16.10 The Applicant will be referred to the relevant law enforcement authorities for investigation of whether the Applicant or any other persons have committed any criminal offence.
- 16.11 If an Applicant submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the

consequences ITT 6.7 will ensue unless the Applicant can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the Applicant.

## **17 Signing of the Application and Number of Copies**

- 17.1 The Applicant shall prepare one original of the documents comprising the Application as described in ITA 11 and clearly mark it "ORIGINAL". The original of the Application shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Applicant. In case the Applicant is a JV, the Application shall be signed by an authorized representative of the JV on behalf of the JV and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized signatories.
- 17.2 The Applicant shall submit copies of the signed original Application, in the number specified in the PDS, and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

## **D. Submission of Applications**

### **18 Sealing and Marking of Applications**

- 18.1 The Applicant shall enclose the original and the copies of the Application in a sealed envelope that shall:
  - a Bear the name and address of the Applicant;
  - b Be addressed to the Procuring Entity, in accordance with ITA 17.1; and
  - c Bear the specific identification of this prequalification process indicated in the PDS 1.1.
- 18.2 The Procuring Entity will accept no responsibility for not processing any envelope that was not identified as required in ITA 16.1 above.

### **19 Deadline for Submission of Applications**

- 19.1 Applicants may either submit their applications by mail or by hand. Applications shall be received by the Procuring Entity at the address and no later than the deadline indicated in the PDS. When so specified in the PDS, Applicants have the option of submitting their applications electronically, in accordance with electronic Application submission procedures specified in the **PDS**.
- 19.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Applications by amending the Prequalification Document in accordance with ITA 8, in which case all rights and obligations of the Procuring Entity and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.

### **20 Late Applications**

- 20.1 The Procuring Entity reserves the right to accept applications received after the deadline for submission of applications, unless otherwise specified in the **PDS**. If late applications will be accepted, they must be received not later than the date specified in the **TDS** after the deadline for submission of applications.

### **21 Opening of Applications**

- 21.1 The Procuring Entity shall open all Applications at the date, time and place specified in the **PDS**. Late Applications shall be treated in accordance with ITA 19.1.
- 21.2 Applications submitted electronically (if permitted pursuant to ITA 17.1) shall be opened in accordance with the procedures specified in the **PDS**.

- 21.3 The Procuring Entity shall prepare a record of the opening of Applications to include, as a minimum, the name of the Applicants. A copy of the record shall be distributed to all Applicants.

## **E. Procedures for Evaluation of Applications**

### **22 Confidentiality**

- 22.1 Information relating to the Applications, their evaluation and results of the prequalification shall not be disclosed to Applicants or any other persons not officially concerned with the prequalification process until the notification of prequalification results is made to all Applicants in accordance with ITA 28.
- 22.2 From the deadline for submission of Applications to the time of notification of the results of the prequalification in accordance with ITA 28, any Applicant that wishes to contact the Procuring Entity on any matter related to the prequalification process may do so only in writing.

### **23 Clarification of Applications**

- 23.1 To assist in the evaluation of Applications, the Procuring Entity may, at its discretion, ask an Applicant for a clarification (including missing documents) of its application, to be submitted within a stated reasonable period of time. Any request for clarification from the Procuring Entity and all clarifications from the Applicant shall be in writing.
- 23.2 If an Applicant does not provide clarifications and/or documents requested by the date and time set in the Procuring Entity's request for clarification, its Application shall be evaluated based on the information and documents available at the time of evaluation of the Application.

### **24 Responsiveness of Applications**

- 24.1 The Procuring Entity may reject any Application which is not responsive to the requirements of the Prequalification Document. In case the information furnished by the Applicant is incomplete or otherwise requires clarification as per ITA 21.1, and the Applicant fails to provide satisfactory clarification and/or missing information, it may result in disqualification of the Applicant.

### **25 Margin of Preference**

- 25.1 Unless otherwise specified in the **PDS**, a margin of preference shall not apply in the Tendering process resulting from this prequalification.

### **26 Nominated Subcontractors**

- 26.1 Unless otherwise stated in the PDS, the Procuring Entity does not intend to execute any specific elements of the works by sub-contractors selected in advance by the Procuring Entity (so-called "Nominated Subcontractors").
- 26.2 The Applicant shall not propose to subcontract the whole of the Works or Goods. The maximum limit of subcontracting permitted under the contract may be specified by the Procuring Entity in the Tendering Document. The Procuring Entity, in ITA 25.2, may permit the Applicant to propose subcontractors for certain specialized parts of the contract as indicated there in as ("Specialized Subcontractors"). Applicants planning to use such Specialized Subcontractors shall specify, in the Application Submission Letter, the activity(ies) or parts of the Works proposed to be subcontracted along with details of the proposed subcontractors including their qualification and experience.

## **F. Evaluation of Applications and Prequalification of Applicants**

### **27 Evaluation of Applications**

- 27.1 The Procuring Entity shall use the factors, methods, criteria, and requirements defined in Section III, Qualification Criteria and Requirements, to evaluate the qualifications of the Applicants, and no other methods, criteria, or requirements shall be used. The Procuring Entity reserves the right to waive min or deviations from the qualification criteria if they do not materially affect the technical capability and financial resources of an Applicant to perform the Contract.
- 27.2 Subcontractors proposed by the Applicant shall be fully qualified and meet the minimum specific experience criteria as specified for their parts of the proposed contract for Works or Goods or non-consulting services. The subcontractor's qualifications shall not be used by the Applicant to qualify for the Works or Goods or non- consulting services unless their parts of the Works or Goods or non-consulting services were previously designated by the Procuring Entity in the PDS as can be met by Specialized Subcontractors, in which case:
- i) The Specialized Subcontractors shall meet the minimum qualification requirements specified in Section III, and
  - ii) the qualifications with respect to specific experience of the Specialized Subcontractor proposed by the Applicant may be added to the qualifications of the Applicant for the purpose of the evaluation.
- Unless the Applicant has been determined prequalified on its own without taking into account the qualification and experience of the proposed specialized subcontractor, the tender submitted by the Applicant shall include the same specialized sub-contractor failing which, such tender may be rejected unless a change in the specialized sub-contractor was requested by the Applicant and approved by the Procuring Entity subsequent to prequalification but before the tender submission deadline in accordance with ITA 30.
- 27.3 In case of multiple contracts, Applicants should indicate in their applications the individual contract or combination of contracts in which they are interested. The Procuring Entity shall prequalify each Applicant for each lot and for a combination of contracts for which the Applicant has thereby indicated its interest and for which the Applicant meets the appropriate aggregate requirements the Eligibility and Qualification Criteria.
- 27.4 Further, in the case of multiple contracts, the Procuring Entity will prepare the Eligibility and Qualification Criteria Form for items 3.1, 3.2, 4.2(a) and 4.2(b) for each Lot, to be completed by applicants.
- 27.5 Only the qualifications of the Applicant shall be considered. The qualifications of other firms, including the Applicant's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors in accordance with ITA 25.2 above) or any other firm(s) different from the Applicant shall not be considered.

### **28 Procuring Entity's Right to Accept or Reject Applications**

- 28.1 The Procuring Entity reserves the right to accept or reject any Application, and to annul the prequalification process and reject all Applications at any time, without thereby incurring any liability to the Applicants.

## **29 Prequalification of Applicants**

- 29.1 All Applicants whose applications substantially meet or exceed the specified qualification requirements will be prequalified by the Procuring Entity. The Procuring Entity shall notify all Applicants in writing of the names of those Applicants who have been prequalified or conditionally prequalified. In addition, those Applicants who have been disqualified will be informed separately.
- 29.2 Applicants that have not been prequalified may write to the Procuring Entity to request, in writing, the grounds on which they were disqualified.

## **30 Invitation to Tender**

- 30.1 Promptly after the notification of the results of the prequalification, the Procuring Entity shall invite Tenders from all the Applicants that have been prequalified or conditionally prequalified.
- 30.2 Applicants may be required to provide a Tender Security or a Tender-Securing Declaration acceptable to the Procuring Entity in the form and an amount to be specified in the tendering document.
- 30.3 The successful Applicant shall be required to provide a Performance Security as specified in the tendering document.

## **31 Changes in Qualifications of Applicants**

- 31.1 Any change in the structure or formation of an Applicant after being prequalified in accordance with ITA 27 and invited to tender (including, in the case of a JV, any change in the structure or formation of any member and also including any change in any specialized subcontractor whose qualifications were considered to prequalify the Applicant) shall be subject to the written approval of the Procuring Entity prior to the deadline for submission of Tenders. Such approval shall be denied if (i) a prequalified applicant proposes to associate with a disqualified applicant or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Applicant no longer substantially meets the qualification criteria set forth in Section III (Qualification Criteria and Requirements); or (iii) in the opinion of the Procuring Entity, the change may result in a substantial reduction in competition. Any such change should be submitted to the Procuring Entity not later than fourteen (14) days after the date of the Invitation to Tender.

## **32 Procurement Related Complaints**

- 32.1 The procedures for making a Procurement-related Complaint are as specified in the PDS.

## SECTION II - PREQUALIFICATION DATA SHEET (PDS)

<b>A. General</b>	
ITA 1.1	<p>The Procuring Entity is: <b>Aquaculture Business Development Programme</b></p> <p>The identification of the invitation for prequalification is: <b>MOALF/SDFA&amp;BE/ABDP/PQ/001/ 2021-2022 /04-01- Supply of Dam Materials</b></p> <p>The particular type of contract is on: <b>Goods</b></p> <p>The application is for: <b>Supply and Delivery of Geomembrane Dam Liner Kits, Bird Nets and Predator Mesh as Per Specifications</b></p> <p>Prequalification will be based on: <b>Individual Contracts - Lots</b></p>
IT A 2	The source of funds shall be: <b>IFAD and GOK</b>
ITA 5.1	Eligibility: <b>Joint Venture (JV) not allowed</b>
IT A 5.2	Maximum number of members in the JV shall be : <b>JV not allowed</b>
<b>B. Contents of the Prequalification Document</b>	
IT A 8.1	<p>For Clarifications purposes, the procuring entity's address is:</p> <p style="text-align: center;"><b>The Programme Coordinator</b>  <b>Aquaculture Business</b>  <b>Development Programme</b>  <b>Off Kamakwa Road, Opposite</b>  <b>Nyeri Golf</b>  <b>P.O. Box 904-10100</b>  <b>Nyeri, Kenya</b>  <b>Email : </b>  <a href="mailto:procurement@abdpcu.org">procurement@abdpcu.org</a>.  <b>Website: <i>www.kilimo.go.ke</i> and</b>  <b>WWW.abdpcu.org</b></p>
ITA 8.2	<p>A pre-application meeting will be held on: <b>8<sup>th</sup> November 2021</b> at: <b>10:00am EAT</b></p> <p>A pre-arranged site visits will be held on: <b>N/A</b></p>
ITA 8.3	<p>Questions and request for clarification made in writing or by email shall reach the procuring entity not later than : <b>N/A</b></p>

ITA 8.5	Minutes of the pre-arranged site visit at those of the pre-proposal meeting at web page: <b>N/A</b>
ITA 9.2	Addendum issued shall be published at the website: <b><i>www.kilimo.go.ke</i></b>
ITA 8.2	Pre-Application Meeting will be held virtually; kindly send your details so that you can be invited to the same
<b>C. Preparation of Applications</b>	
ITA 12.1 (d)	The applicant shall submit with its application, the following additional documents: <b>N/A</b>
ITA 15.2 (b)	The source for determining exchange rates is : <b>N/A</b>
ITA 16.2	In addition to the original , the number of copies to be submitted with the application is: <b>ONE</b>
<b>D. Submission of Applications</b>	
ITA 17.1	<p>The deadline for Application submission is:  Date: <b>11 November 2021</b>  Time: <b>11:00 am EAT</b></p> <p>For Application submission purposes only, the Procuring Entity's address is:</p> <p style="text-align: center;"><b>The Programme Coordinator</b>  <b>Aquaculture Business</b>  <b>Development Programme</b>  <b>Off Kamakwa Road, Opposite</b>  <b>Nyeri Golf</b>  <b>P.O. Box 904-10100</b>  <b>Nyeri, Kenya</b>  <b>Email : </b>  <a href="mailto:procurement@abdpcu.org">procurement@abdpcu.org</a>.</p> <p>Applicants <b>shall not</b> have the option of submitting their Applications electronically.  The electronic Application submission procedures shall be: <b>N/A</b></p>
ITA 18.1	Late Applications will be returned <b>unopened</b> to the Applicants.
ITA 19.1	The Procuring Entity <b>will not</b> accept late applications.



	If late applications will be accepted, they must be received not later than N/A after the deadline for submission of applications.
ITA 20.1	The opening of the Applications shall be at: <b>Aquaculture Business Development Programme Offices - Boardroom</b> <b>Off Kamakwa Road, Opposite Nyeri Golf</b> <b>P.O. Box 904-10100</b> <b>Nyeri, Kenya</b> <b>11<sup>th</sup> November 2021</b> <b>11:00 am EAT</b>
ITA 20.2	The electronic Application opening procedures shall be: N/A
<b>E. Procedures for Evaluation of Applications</b>	
ITA 24.1	A margin of preference <b>shall not</b> apply.
ITA 25.1	At this time the Procuring Entity <b>does not intend</b> to execute certain specific parts of the supply by sub-contractors selected in advance.
ITA 25.2	The parts of the Works for which the Procuring Entity permits Applicants to propose Specialized Subcontractors are designated as follows: N/A  For the above-designated parts of the supply that may require Specialized Subcontractors, the relevant qualifications of the proposed Specialized Subcontractors will be added to the qualifications of the Applicant for the purpose of evaluation: N/A
ITA 31.1	An applicant wishes to make a procurement-related complaints, the applicant should submit its complain in writing (by the quickest means available , that is either by hand delivery or email), to:  <b>The Programme Coordinator</b> <b>Aquaculture Business Development Programme</b> <b>Off Kamakwa Road, Opposite Nyeri Golf</b> <b>P.O. Box 904-10100</b> <b>Nyeri, Kenya</b>  <b>Email</b> :  <i>procurement@abdpcu.org.</i>

	<p>In summary, at this stage, a procurement-related complain may challenge any of the following:</p> <p>The terms of the prequalification document and the procuring entity’s decision not to prequalify an Applicant.</p>
<p><b>Annex to Prequalification Data Sheets</b></p>	<p align="center"><b>Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations</b></p> <p><b>I. Introduction</b></p> <ol style="list-style-type: none"> <li>1. The Fund recognizes that the prevention and mitigation of fraud and corruption in its activities and operations are core components of its development mandate and fiduciary duties. The Fund does not tolerate the diversion or waste of its resources through the practices defined in paragraph 6 below.</li> <li>2. The objective of this policy is to establish the general principles, responsibilities and procedures to be applied by the Fund in preventing and addressing prohibited practices in its activities and operations.</li> <li>3. This policy takes effect on the date of its issuance. It supersedes and replaces the IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations (EB 2005/85/R.5/Rev.1) dated 24 November 2005.</li> </ol> <p><b>II. Policy</b></p> <p><b>A. General principles</b></p> <ol style="list-style-type: none"> <li>4. The Fund has no tolerance towards prohibited practices in its activities and operations. All individuals and entities listed in paragraph 7 below must take appropriate action to prevent, mitigate and combat prohibited practices when participating in an IFAD-financed and/or IFAD-managed operation or activity.</li> <li>5. The Fund endeavours to ensure that individuals and entities that help to prevent or report, in good faith, allegations of prohibited practices are protected against retaliation and to protect individuals and entities that are the subject of unfair or malicious allegations.</li> </ol> <p><b>B. Prohibited practices</b></p> <ol style="list-style-type: none"> <li>6. The following practices are considered to be prohibited practices when engaged in connection with an IFAD-financed and/or IFAD-managed operation or activity: <ol style="list-style-type: none"> <li>(a) A “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;</li> </ol> </li> </ol>

- (b) A “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;
- (c) A “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;
- (d) A “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party in order to improperly influence the actions of that or another party;
- (e) An “obstructive practice” is: (i) deliberately destroying, falsifying, altering or concealing evidence that may be material to an investigation by the Fund or making false statements to investigators in order to materially impede an investigation by the Fund; (ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by the Fund or from pursuing such an investigation; and/or (iii) the commission of any act intended to materially impede the exercise of the Fund’s contractual rights of audit, inspection and access to information.

**C. Scope**

- 7. This policy applies to all IFAD-financed and/or IFAD-managed operations and activities and to the following individuals and entities:
  - (a) IFAD staff and other persons working for IFAD as non-staff personnel (“IFAD
  - (b) staff and non-staff personnel”);
  - (c) Individuals and entities holding a commercial contract with the Fund and any of their agents or personnel (“vendors”);
  - (d) Public entities receiving IFAD financing or financing managed by the Fund and any of their agents or personnel (“government recipients”) and private entities receiving IFAD financing or financing managed by the Fund and any of their agents or personnel (“non-government recipients”) (all collectively referred to as “recipients”); and
  - (e) Individuals and entities, other than those referred to above, that receive, apply to receive, are responsible for the deposit or transfer of, or take or influence decisions regarding the use of proceeds from IFAD financing or financing managed by the Fund, including, but not limited to, implementing partners, service providers, contractors, suppliers, subcontractors, sub-suppliers,

bidders, consultants and any of their agents or personnel. (All such individuals and entities are collectively referred to as “third parties”).

**D. Responsibilities**

**(i) Responsibilities of the Fund**

8. The Fund endeavours to prevent, mitigate and combat prohibited practices in its operations and activities. This may include adopting and maintaining:

- (a) Communication channels and a legal framework designed to ensure that this policy is communicated to IFAD staff and non-staff personnel, vendors, recipients and third parties and that it is reflected in procurement documents and contracts relating to IFAD-financed and/or IFAD-managed activities and operations;
- (b) Fiduciary controls and supervisory processes designed to support adherence to this policy by IFAD staff and non-staff personnel, vendors, recipients and third parties;
- (c) Measures relating to the receipt of confidential complaints, whistle-blower protection, investigations, sanctions and disciplinary measures which are designed to ensure that prohibited practices can be properly reported and addressed; and
- (d) Measures designed to ensure that the Fund can report individuals and entities that have been found to have engaged in prohibited practices to other multilateral organizations which may be exposed to similar actions by the same individuals and entities and to local authorities in cases where local laws may have been violated.

**(ii) Responsibilities of IFAD staff and non-staff personnel, vendors and third parties**

9. When participating in an IFAD-financed and/or IFAD-managed operation or activity, IFAD staff and non-staff personnel, vendors and third parties will:

- (a) Refrain from engaging in prohibited practices;
- (b) Participate in due diligence checks and disclose, as required, information relating to themselves or any of their key personnel concerning relevant criminal convictions, administrative sanctions and/or temporary suspensions; information concerning agents engaged in connection with a procurement process or contract, including the commissions or fees paid or to be paid; and information concerning any actual or potential conflicts of interest in connection with a procurement process or the execution of a contract;
- (c) Promptly report to the Fund any allegations or other indications of prohibited practices that come to their

	<p>attention by virtue of their involvement in an IFAD-financed and/or IFAD-managed operation or activity;</p> <p>(d) Fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity, and by having such accounts, premises, documents and records audited and/or inspected by auditors and/or investigators appointed by the Fund; and</p> <p>(e) Maintain strict confidentiality regarding any and all information received as a consequence of their participation in an IFAD investigation or sanctioning process.</p> <p>10. When participating in an IFAD-financed and/or IFAD-managed operation or activity, vendors and third parties will maintain all accounts, documents and records relating to that operation or activity for an adequate period of time, as specified in the relevant procurement documents or contract.</p> <p><b>(iii) Responsibilities of recipients</b></p> <p>11. When participating in an IFAD-financed and/or IFAD-managed operation or activity, recipients will take appropriate action to prevent, mitigate and combat prohibited practices. In particular, they will:</p> <p>(a) Adopt appropriate fiduciary and administrative practices and institutional arrangements in order to ensure that the proceeds of any IFAD financing or financing managed by the Fund are used only for the purposes for which they were provided;</p> <p>(b) During selection processes and/or prior to entering into a contractual relationship with a third party, conduct appropriate due diligence checks of the selected bidder or potential contractor, including by verifying whether the selected bidder or potential contractor is publicly debarred by any of the IFIs that are signatories to the Agreement for Mutual Enforcement of Debarment Decisions<sup>3</sup> and, if so, whether the debarment meets the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions;</p> <p>(c) Take appropriate action to inform third parties and beneficiaries (defined as “persons whom the Fund intends to serve through its grants and loans”) of the present policy as well as the Fund’s confidential and secure e-mail address for the receipt of complaints concerning prohibited practices;</p>
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<sup>3</sup> The Agreement for Mutual Enforcement of Debarment Decisions, dated 9 April 2010, was signed by five of the leading IFIs, namely, the African Development Bank Group, the Asian Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank and the World Bank Group.

	<p>(d) Include provisions in procurement documents and contracts with third parties which:</p> <ul style="list-style-type: none"> <li>(i) Require third parties to disclose, in the course of a procurement process and any time thereafter, information relating to themselves or any of their key personnel concerning relevant criminal convictions, administrative sanctions and/or temporary suspensions; information concerning agents engaged in connection with a procurement process or the execution of a contract, including the commissions or fees paid or to be paid; and information concerning any actual or potential conflicts of interest in connection with a procurement process or the execution of a contract;</li> <li>(ii) Require third parties to promptly report to the Fund any allegations or other indications of prohibited practices that come to their attention by virtue of their involvement in an IFAD-financed and/or IFAD-managed operation or activity;</li> <li>(iii) Inform third parties of the Fund’s jurisdiction to investigate allegations and other indications of prohibited practices and to impose sanctions on third parties for such practices in connection with an IFAD-financed and/or IFAD-managed operation or activity;</li> <li>(iv) Require third parties to fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD- financed and/or IFAD-managed operation or activity and to have such accounts, premises, records and documents audited and/or inspected</li> <li>(v) by auditors and/or investigators appointed by the Fund;</li> <li>(vi) Require third parties to maintain all accounts, documents and records relating to an IFAD-financed and/or IFAD-managed operation or activity for an adequate period of time as agreed with the Fund;</li> <li>(vii) Inform third parties of the Fund’s policy of unilaterally recognizing debarments imposed by other IFIs if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions; and</li> </ul>
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	<ul style="list-style-type: none"> <li>(viii) Provide for early contract termination or suspension by the recipient if such termination or suspension is required as a consequence of a temporary suspension or sanction imposed or recognized by the Fund;</li> <li>(e) Promptly inform the Fund of any allegations or other indications of Prohibited Practices that come to their attention;</li> <li>(f) Fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity and to have such accounts, premises, documents and records audited and/or inspected by auditors and/or investigators appointed by the Fund;</li> <li>(g) Maintain all accounts, documents and records relating to an IFAD-financed and/or IFAD-managed operation or activity for an adequate period of time, as specified in the relevant financing agreement; and</li> <li>(h) Maintain strict confidentiality regarding any and all information received as a consequence of their participation in an IFAD investigation or sanctioning process.</li> </ul> <p>12. Where the Fund finds that prohibited practices have occurred, recipients will: (a) Take appropriate corrective measures in coordination with the Fund; and (b) Give full effect to any temporary suspension or sanction imposed or recognized by the Fund, including by not selecting a bidder, not entering into a contract or suspending or terminating a contractual relationship.</p> <p>13. Prior to the implementation of an IFAD-financed and/or IFAD-managed operation or activity, government recipients will inform the Fund of the arrangements that they have made for receiving and taking action in response to allegations of fraud and corruption relating to the IFAD-financed and/or IFAD-managed operation or activity, including by designating an independent and competent local authority to be responsible for receiving, reviewing and investigating such allegations.</p> <p>14. When participating in an IFAD-financed and/or IFAD-managed operation or activity, government recipients will, in consultation with the Fund, take timely and appropriate action to launch a local investigation into allegations and/or other indications of fraud and corruption relating to the IFAD-financed and/or IFAD-managed operation or activity; inform the Fund of the actions taken in any such investigation at such intervals as may be agreed upon by the recipient and the Fund on a case-by-case basis; and, upon the completion of such investigation, promptly share the findings and results thereof,</p>
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including the supporting evidence, with the Fund.  
Government recipients will work with the Fund to coordinate any actions other than investigations that they may wish to undertake in response to an alleged or otherwise indicated prohibited practice.

15. Government recipients are encouraged to have in place, in accordance with their laws and regulations, effective whistle-blower protection measures and confidential reporting channels in order to appropriately receive and address allegations of fraud and corruption relating to IFAD-financed and/or IFAD-managed operations and activities.

#### **E. Process**

##### **(i) Reporting**

16. A designated confidential and secure e-mail address for the receipt of allegations of prohibited practices is available on the Fund's website.
17. In the event of uncertainty as to whether or not an act or omission constitutes a prohibited practice, the designated confidential and secure e-mail address may be used to seek guidance.
18. The Fund treats all reported allegations with strict confidentiality. This means that the Fund does not normally reveal the identity of a reporting party to anybody outside of the investigative, sanctioning or disciplinary process without the consent of the reporting party.
19. The Fund endeavours to provide protection from retaliation to any individuals or entities that have helped prevent or have reported to the Fund, in good faith, allegations or other indications of prohibited practices. IFAD staff and non-staff personnel are protected from retaliation under the Fund's Whistle-blower Protection Procedures.

##### **(ii) Investigations**

20. Where the Fund has reason to believe that prohibited practices may have occurred, the Fund may decide to review and investigate the matter, irrespective of any investigative actions launched or planned by the recipient.
21. The purpose of an investigation conducted by the Fund is to determine whether an individual or entity has engaged in one or more prohibited practices in connection with an IFAD-financed and/or IFAD-managed operation or activity.
22. Reviews and investigations conducted by the Fund are, inter alia:
  - (a) Strictly confidential, meaning that the Fund does not disclose to anyone outside of the investigative, sanctioning or disciplinary process any evidence or information relating to the review or investigation, including the outcome of a review or investigation,



	<p>unless such disclosure is allowed under the Fund’s legal framework;</p> <p>(b) Independent, meaning that no authority is allowed to interfere with an ongoing review or investigation or to otherwise intervene in, influence or stop such a review or investigation; and</p> <p>(c) Administrative, as opposed to criminal, in nature, meaning that reviews and investigations conducted by the Fund are governed by the Fund’s rules and procedures, not by local laws.</p> <p>23. The office within the Fund that is mandated to conduct reviews and investigations into alleged or otherwise indicated prohibited practices is the Office of Audit and Oversight (AUO). Without prejudice to paragraphs 9(d) and 11(f), AUO may agree not to disclose to anybody outside of AUO any evidence or information that it has obtained on the condition that such evidence or information may be used solely for the purpose of generating new evidence or information, unless the provider of the evidence or information consents.</p> <p><b>F. Sanctions and related measures</b></p> <p><b>(i) Temporary suspensions</b></p> <p>24. During the course of an IFAD review or investigation, or pending the conclusion of a sanctioning process, the Fund may decide, at any time, to temporarily suspend payments to IFAD non-staff personnel, non-government recipients, vendors or third parties or to temporarily suspend their eligibility to participate in IFAD- financed and/or IFAD-managed operations and activities for an initial period of six (6) months, subject to a possible extension of that suspension for an additional six (6) months.</p> <p>25. IFAD staff may be temporarily suspended from their duties in accordance with the applicable human resources framework.</p> <p><b>(ii) Sanctions</b></p> <p>26. If the Fund determines that IFAD non-staff personnel, non-government recipients, vendors or third parties have engaged in prohibited practices, the Fund may impose administrative sanctions on such individuals or entities.</p> <p>27. Sanctions are imposed on the basis of: (i) the findings and evidence presented by AUO, including mitigating and exculpatory evidence; and (ii) any evidence or arguments submitted by the subject of the investigation in response to the findings presented by AUO.</p> <p>28. The Fund may apply any of the following sanctions or a combination thereof:</p> <p>(a) Debarment, which is defined as declaring an individual or entity ineligible, either indefinitely or for a stated period of time, to: (i) be awarded any IFAD- financed contract; (ii) benefit, financially or otherwise, from any</p>
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	<p>IFAD- financed contract, including by being engaged as a subcontractor; and (iii) otherwise participate in the preparation or implementation of any IFAD- financed and/or IFAD-managed operation or activity;</p> <p>(b) Debarment with conditional release, which is defined as a debarment that is terminated upon compliance with conditions set forth in the sanction decision;</p> <p>(c) Conditional non-debarment, which is defined as requiring an individual or entity to comply with certain remedial, preventive or other measures as a condition for non-debarment on the understanding that a failure to comply with such measures within a prescribed period of time will result in an automatic debarment under the terms provided for in the sanction decision;</p> <p>(d) Restitution, which is defined as a payment to another party or the Fund (with respect to the Fund’s resources) of an amount equivalent to the amount of the diverted funds or the economic benefit obtained as a result of having engaged in a prohibited practice; and</p> <p>(e) Letter of reprimand, which is defined as a formal letter of censure for the actions of an individual or entity which informs that individual or entity that any future violation will lead to more severe sanctions.</p> <p>29. The Fund may extend the application of a sanction to any affiliate of a sanctioned party even if the affiliate has not been directly involved in the prohibited practice. An affiliate is defined as any individual or entity that is: (i) directly or indirectly controlled by the sanctioned party; (ii) under common ownership or control with the sanctioned party; or (iii) acting as an officer, employee or agent of the sanctioned party, including owners of the sanctioned party and/or those who exercise control over the sanctioned party.</p> <p>30. For the purposes of IFAD-financed and/or IFAD-managed operations and activities, the Fund may consider as debarred individuals and entities that have been debarred by another IFI where: (i) that IFI is a signatory to the Agreement for Mutual Enforcement of Debarment Decisions; and (ii) such debarment meets the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.<sup>4</sup></p> <p><b>(iii) Disciplinary measures</b></p> <p>31. If the Fund finds that IFAD staff have engaged in prohibited practices, the Fund may apply disciplinary measures and may require restitution or other compensation in accordance with the applicable human resources framework.</p> <p><b>G. Referrals and information-sharing</b></p>
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<sup>4</sup> The Fund may, in the future, decide to also recognize debarments imposed by entities that are not signatories to the Agreement for Mutual Enforcement of Debarment Decisions.

32. The Fund may, at any time, refer information or evidence relating to an ongoing or completed investigative, sanctioning or disciplinary process to the local authorities of a Member State. In determining whether such a referral is appropriate, the Fund takes into consideration the interests of the Fund, the affected Member States, the individuals or entities under investigation and any other persons, such as witnesses, who are involved in the case.
33. If the Fund obtains information or evidence indicating potential wrongdoing in connection with the operations and/or activities of another multilateral organization, the Fund may make such information or evidence available to the other organization for the purposes of its own investigative, sanctioning or disciplinary processes.
34. In order to facilitate and regulate the confidential exchange of information and evidence with local authorities and multilateral organizations, the Fund seeks to conclude agreements which establish the rules for such an exchange.

#### **H. Operational responses to Prohibited Practices**

##### **(i) Rejection of an award of contract**

35. The Fund may refuse to give its no-objection to the award of a contract to a third party if it determines that the third party, or any of its personnel, agents, subconsultants, subcontractors, service providers, suppliers and/or their employees, engaged in a prohibited practice while competing for the contract in question.

##### **(ii) Declaration of misprocurement and/or ineligibility of expenditures**

36. The Fund may, at any time, declare a misprocurement and/or the ineligibility of any expenditures associated with a procurement process or contract if it determines that a third party or a representative of the recipient has engaged in a prohibited practice in connection with the procurement process or contract at issue and that the recipient has not taken timely and appropriate action, satisfactory to the Fund, to address such practices when they occur.

##### **(iii) Suspension or cancellation of loan or grant**

37. If the Fund determines that a recipient has not taken timely and appropriate action, satisfactory to the Fund, to address prohibited practices when they occur, the Fund may suspend or cancel, in whole or in part, the loan or grant affected by such practices.

### **SECTION III: QUALIFICATION CRITERIA AND REQUIREMENTS**

1. This section contains all the methods, criteria, and requirements that the Procuring Entity shall use to evaluate Applications, all in one Form “Eligibility and Qualification Criteria”. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the Form.
2. The Procuring Entity shall insert one Form for each Lot or Contract in case of multiple contracts.
3. This form is generic and refers to works and construction. In case of Supply of Goods or Non-Consulting Services, the form shall be amended to read Goods or Non-Consulting Services as appropriate.

<b>NO</b>	<b>SUBJECT</b>	<b>REQUIREMENT</b>
1.1	Nationality	Nationality In accordance with ITA 5.9
1.2	Conflict of Interest	No-conflicts of interest as described in ITA 5.9
1.3	Eligibility	Not declared ineligible by not meeting any of the conditions in ITA 5 and ITA 6
1.4	State Owned Entity in Kenya	Application Required to meet conditions of ITA 5.9
1.5	United Nations resolution or Kenya laws	Not having been excluded as a result of the Kenya laws or official regulations against commercial relations with Kenya, or by an act of compliance with UN Security Council resolution, both in accordance with ITA 6.1 and 6.2 and Section V.

NO	SUBJECT	REQUIREMENT
2.1	2.1 History of non-performing contracts	Non-performance of a contract did not occur as a result of contractor's default since <b>1<sup>st</sup> January 2018</b>
2.2	Suspension Based on Execution of Tender Proposal Securing Declaration by the Procuring Entity	Not under suspension based on execution of a Tender Securing Declaration or Proposal Securing Declaration pursuant to <b>ITA 5.10</b>
2.3	Pending litigation	Applicant's financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Applicant.
2.4	Litigation History	No consistent history of Court/arbitral award decisions against the Applicant since <b>1<sup>st</sup> January 2018</b>

<sup>1</sup>Nonperformance, as decided by the Procuring Entity, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Procuring Entity's decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the applicant have been exhausted.

<sup>2</sup>This requirement also applies to contracts executed by the Applicant as JV member.

<sup>3</sup>The Applicant shall provide accurate information on the related Application Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Applicant or any member of a joint venture may result in rejection of the Application.

NO	SUBJECT	REQUIREMENT
3.1	Financial Resources	(i) The applicant must demonstrate access to, or availability of, liquid assets, unencumbered real assets, line of credit, and other financial means, means (independent of any contractual advance payment) sufficient to meet the Supply cash flow requirements estimated at <b>50 Million</b> per order
		(ii) The audited balance sheets or, if not required by the laws of Kenya, other financial statements acceptable to the Procuring Entity, for the last <b>THREE YEARS (2018, 2019 and 2020)</b> shall be submitted and must demonstrate the current soundness of the Applicant's financial position and indicate its prospective long-term profitability.
3.2	Average Annual Supply Turnover	Minimum average annual supply turnover of <b>KENYA SHILLINGS Two Hundred Million (Kes.200,000,000.00)</b> , calculated as total certified payments received for contracts in progress and/or completed within the last <b>three years</b> , divided by three years.

NO	SUBJECT	REQUIREMENT
4.1 (a)	General Supply Experience	Experience Under Supply of goods for at least the last <b>Five Years</b> starting <b>1<sup>st</sup> January 2016</b> .
4.2 (a)	Specific Supply & contract management Experience	(i) A minimum number of <b>Five similar</b> contracts ( of Predator mesh, bird nets or geomembrane Pond liners) specified below that have been satisfactory and substantially completed between <b>1<sup>st</sup> January 2018</b> and application submission deadline

<sup>4</sup>Substantial completion shall be based on 80% or more works completed under the contract.

<sup>5</sup>For contracts under which the Applicant participated as a joint venture member or sub-contractor, only the Applicant's share, by value, and role and responsibilities shall be considered to meet this requirement.

<sup>6</sup>In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall Satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

<sup>7</sup> Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period.

<sup>8</sup> The minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless specified otherwise.



NO	SUBJECT	REQUIREMENT	SINGLE ENTITY
4.3 (a)	Specific	For the above and any other contracts [ substantially completed or under implementation] between <b>1<sup>st</sup> January 2018</b> and application submission deadline, a minimum supply experience in the following key activities successfully completed: <b>Supply of Dam Materials of Lot interested in at the value of 100,000,000.00 ( attach certificates of satisfactory completion)</b>	Must Meet Requirement
4.3 (b)		N/A	Must meet requirements: N/A

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<sup>9</sup>Substantial completion shall be based on 80% or more works completed under the contract.

<sup>10</sup>For contracts under which the Applicant participated as a joint venture member or sub-contractor, only the Applicant's share, by value, and role and responsibilities shall be considered to meet this requirement.

<sup>11</sup>In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

<sup>12</sup>Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period.

## SECTION IV: APPLICATION FORMS

### 1. Application Submission Letter

Date: .....[insert day, month, and year]

ITT No. and title: ..... [insert ITT number and title]

To: .....[insert full name of Procuring Entity] We, the undersigned, apply to be prequalified for the referenced ITT and declare that:

- a) No reservations: We have examined and have no reservations to the Prequalification Document, including Addendum(s) No(s), issued in accordance with ITA 8: [insert the number and issuing date of each addendum].
- b) No conflict of interest: We have no conflict of interest in accordance with ITA 5.7;
- c) Eligibility: We (and our subcontractors) meet the eligibility requirements as stated ITA 5, we have not been suspended by the Procuring Entity based on execution of a Tender/Proposal-Securing Declaration in accordance with ITA 5.8;

Suspension and Debarment: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;

State-owned enterprise or institution: [select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITA5.9];

- f) Subcontractors and Specialized Subcontractors: We, in accordance with ITA 24.2 and 25.2, plan to subcontract the following key activities and/or parts of the works or supply contracts: ..... [Insert any of the key activities identified in Section III-4.2 (a) or (b) or 4.3(a) or (b) which the Procuring Entity has permitted under the Prequalification Document and which the Applicant intends to subcontract along with complete details of the Specialized Subcontractors, their qualification and experience]
- (g) Commissions, gratuities, fees: We declare that the following commissions, gratuities, or fees have been paid or are to be paid with respect to the prequalification process, the corresponding Tendering process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
[insert full name for each occurrence]	[insert street/number/city/country]	[indicate reason]	[specify amount currency, value, exchange rate and Kenya Shillings Equivalent]

[If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this

*Application]*

- (h) Not bound to accept: We understand that you may cancel the prequalification process at any time and that you are neither bound to accept any Application that you may receive nor to invite the prequalified Applicants to Tender for the contract subject of this Prequalification process, without incurring any liability to the Applicants, in accordance with ITA 26.1.
- (i) True and correct: All information, statements and description contained in the Application are in all respect true, correct and complete to the best of our knowledge and belief.

Signed..... *[insert signature(s) of an authorized representative(s) of the Applicant]*

Name .....*[insert full name of person signing the Application]*  
 In the capacity of ..... *[insert capacity of person signing the Application]*

Duly authorized to sign the Application for and on behalf of: Applicant's  
 Name..... *[insert full name of Applicant or the name of the JV]*

Address ..... *[insert street number/town or city/country address]*

Dated on .....*[insert day number] day of [insert month], [insert year]*

*[For a joint venture, either all members shall sign or only the authorized representative, in which case the power of attorney to sign on behalf of all members shall be attached]*

## 2. Form ELI -1.1 - Applicant Information Form

Date: ..... [insert day, month, year]

ITT No. and title: ..... [insert ITT number and title]

Page.....[insert page number] of [insert total number] pages

1. Applicant's Name [Insert full name]
2. In case of JV, legal name of each member:[insert legal name of each member in JV]
3. Applicant's actual or intended country of registration: [insert actual or intended country of Constitution]
4. Applicant's actual or intended year of Incorporation : indicate year of constitution]
5. Applicant's legal Address ( in the country of registration) :[Insert street, /Number/ town/city/country]
6. Applicant's Authorized representative information Name:[insert full name] Address :[Insert Authorized Representatives' Address] Telephone/Fax numbers:[Insert telephone/fax number including country and city code] Email Address :[Indicate email address]
7. Attached are copies of original documents of[ Check the boxes(s) of the attached original documents] <input type="checkbox"/> Articles of incorporation(or equivalent documents of constitution or association), and or documents of registration of the legal Entity named above, in accordance with ITA 5.6 <input type="checkbox"/> In case of JV, form of intent to form JV or JV agreement, In accordance with ITA 5.3 <input type="checkbox"/> In case of state owned enterprise or institution in accordance with ITA 5.9 documents establishing: <ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Tenderer is not under the supervision of the procuring Entity</li></ul> <p>2. Included are the organizational chart a list of Board Directors and the beneficial ownership</p>

### 3. Form ELI-1.2 - Applicant's JV Information Form

*[The following form is additional to Form ELI-1.1., and shall be completed to provide information relating to each JV member (in case the Applicant is a JV) as well as any Specialized Subcontractor proposed to be used by the Applicant for any part of the Contract resulting from this prequalification]*

Date: ..... *[insert day, month, year]*

ITT No. and title: ..... *[insert ITT number and title]*

Page.....*[insert page number]* of *[insert total number]* pages

8. Applicant's Name <i>[Insert full name]</i>
9. Applicant's JV member's name: <i>:[insert full name Applicant's JV member]</i>
10. Applicant's JV country of registration: <i>[insert country of Constitution]</i>
11. Applicant's JV member's year of Constitution : <i>indicate year of constitution]</i>
12. Applicant's JV member's legal Address ( in the country of registration ) : <i>[Insert street, /Number/ town/city/country]</i>
13. Applicant's JV member's Authorized representative information  Name: <i>[insert full name]</i> Address : <i>[ Insert street, /Number/ town/city/country]</i> Telephone/Fax numbers: <i>[Insert telephone/fax number including country and city code]</i> Email Address : <i>[Indicate email address]</i>
14. Attached are copies of original documents of <i>[ Check the boxes(s) of the attached original documents]</i>  <input type="checkbox"/> Articles of incorporation(or equivalent documents of constitution or association), and or documents of registration of the legal Entity named above, in accordance with ITA 5.6  <input type="checkbox"/> In case of state owned enterprise or institution, documents establishing Legal and financial autonomy, Operation in accordance with commercial law and they are not under the supervision of the procuring Entity in accordance with ITA 5.9.  2. Included are the organizational chart a list of Board Directors and the beneficial ownership

**4. Form CON – 2 Historical Contract Non-Performance, Pending Litigation and litigation History**

*[The following table shall be filled in for the Applicant and for each member of a joint Venture]*

Applicant Name: \_\_\_\_\_ *[insert full name]*

Date: \_\_\_\_\_ *[insert day, month, year]*

JV Member Name: \_\_\_\_\_ *[ insert full name]*

ITT No. and Title \_\_\_\_\_ *[insert ITT Number and title]*

Page ----- *[insert page number]* of ----- *[insert total number]* pages

<b>Non-Performed contracts in accordance with section III, Evaluation and Qualifications Criteria and Requirements</b>			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January <i>[insert year]</i> specified in section III Qualification Criteria and requirements, Sub-Factor 2.1 <input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January <i>[insert year]</i> specified in section III Qualification Criteria and requirements, Sub-Factor 2.1			
<b>Year</b>	<b>Non-performed portion of contract</b>	<b>Contract Identification</b>	<b>Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)</b>
<i>[insert year]</i>	<i>[inset amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	
<b>Pending Litigation, in accordance with section III, Evaluation and Qualification Criteria</b>			
<input type="checkbox"/> No litigation History in accordance with section III, Qualification Criteria and requirements, Sub-Factor 2.4 <input type="checkbox"/> Litigation History in accordance with section III, Qualification Criteria and requirements, Sub-Factor 2.4 as indicated below.			
<b>Year of award</b>	<b>Outcome as percentage of Net Worth</b>	<b>Contract Identification</b>	<b>Total Contract Amount (Currency), USD Equivalent (Exchange Rate)</b>
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other Identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/county]</i> Matter in dispute: <i>[indicate main issue in dispute]</i> Party who initiated the dispute: <i>[indicate "procuring entity" or "contractor"]</i> Reason(s) for litigation and award decision I <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

## 5. Form FIN – 3.1 - Financial Situation and Performance

### Financial Situation and Performance

*[The following table shall be filled in for the Applicant and for each member of a Joint Venture]*

Applicant's Name: ..... *[insert full name]*

Date: ..... *[insert day, month, year]*

Joint Venture Member Name: ..... *[insert full name]*

ITT No. and title: ..... *[insert ITT number and title]*

Page..... *[insert page number]* of *[insert total number]* pages

### 1. Financial Data

<b>Type of Financial Information in (K Shillings equivalent)</b>	Historic information for previous _____ years, <i>[insert in words]</i>				
	(Amount in currency, currency exchange rate, USD Equivalent )				
	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Statement of Financial position (Information from Balance Sheet)</b>					
Total Assets(TA)					
Total Liability (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liability (CL)					
Working Capital (WC)					
<b>Information from Income Statement</b>					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
<b>Cash Flow Information</b>					
Cash Flow from Operating Activities					

\* Refer ITA 14 for the exchange rate



## 5.2 Sources of Finance

[The following table shall be filled in for the Applicant and all parties combined in case of a Joint Venture]

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

Financial Resource		
NO	Source of Financing	Amount (Kenya Shilling Equivalent)
1		
2		
3		
4		

## 5.3 Financial documents

The Applicant and its parties shall provide copies of financial statements for [number] years pursuant Section III, Qualifications Criteria and Requirements, Sub-factor 3.1. The financial statements shall:

- a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
  - b) Be independently audited or certified in accordance with local legislation.
  - c) Be complete, including all notes to the financial statements.
  - d) Correspond to accounting periods already completed and audited.
- Attached are copies of financial statements<sup>1</sup> for the [number] years required above; and complying with the requirements

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<sup>1</sup>If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.





**7. Form EXP - 4.1 - General Construction or Supply or service Contract Experience  
(Select one)**

[The following table shall be filled in for the Applicant and in the case of a JV Applicant, each Member]

Applicant's Name: *[insert full name]*

Date: ..... *[insert day, month, year]*

Joint Venture Member Name: ..... *[insert full name]*

ITT No. and title: ..... *[insert ITT number and title]*

Page ..... *[insert page number]* of *[insert total number]* pages

*[Identify contracts that demonstrate continuous construction work over the past [number] years pursuant to Section III, Qualification Criteria and Requirements, Sub-Factor 4.1. List contracts chronologically, according to their commencement (starting) dates.]*

Starting Year	Ending Year	Contract Identification	Role of Applicant
<i>[Indicate year]</i>	<i>[Indicate year]</i>	Contract name: _____ <i>[insert full name]</i> Brief Description of the work performed by the Applicant: _____ <i>[describe works performed briefly]</i> Amount of contract: _____ <i>[insert amount in currency, mention currency used, exchange rate and KENYA SHILLING equivalent]</i> Name of Procuring Entity: _____ <i>[indicate full name]</i> Address: _____ <i>[indicate street/number/town or city/ country]</i>	<i>[insert "prime contractor" or "JV Member " or " sub-contractor"]</i>
		Contract name: _____ <i>[insert full name]</i> Brief Description of the work performed by the Applicant: _____ <i>[describe works performed briefly]</i> Amount of contract: _____ <i>[insert amount in currency, mention currency used, exchange rate and KENYA SHILLING equivalent]</i> Name of Procuring Entity: _____ <i>[indicate full name]</i> Address: _____ <i>[indicate street/number/town or city/ country]</i>	<i>[insert "prime contractor" or "JV Member " or " sub-contractor"]</i>
		Contract name: _____ <i>[insert full name]</i> Brief Description of the work performed by the Applicant: _____ <i>[describe works performed briefly]</i> Amount of contract: _____ <i>[insert amount in currency, mention currency used, exchange rate and KENYA SHILLING equivalent]</i> Name of Procuring Entity: _____ <i>[indicate full name]</i> Address: _____ <i>[indicate street/number/town or city/ country]</i>	<i>[insert "prime contractor" or "JV Member " or " sub-contractor"]</i>

\* Refer ITA 15 for date and source of exchange rate.

**8. Form EXP - 4.2(a) - Specific Construction and Contract Management Experience or Supply or service Contract Experience (Select one)**

*[The following table shall be filled in for contracts performed by the Applicant, each member of a Joint Venture, and Specialized Sub-contractors]*

Applicant's Name: ..... *[insert full name]*

Date: ..... *[insert day, month, year]*

Joint Venture Member Name: ..... *[insert full name]*

ITT No. and title: ..... *[insert ITT number and title]*

Page..... *[insert page number]* of..... *[insert total number]* pages

<b>Similar Contract Number</b> : <i>[insert number of similar contracts required]</i>	<b>Information</b>		
Contract Identification	<i>[Insert contract name and number, if applicable]</i>		
Award Date	<i>[insert day, month , year e.g. 15 June 2015]</i>		
Completion Date	<i>[insert day, month , year e.g. 03 October 2017]</i>		
Role in Contract	<input type="checkbox"/> Prime Contractor	<input type="checkbox"/> Member in JV	<input type="checkbox"/> Management Contractor <input type="checkbox"/> Sub-contractor
Total Contract Amount	<i>[insert total contract amount in local currency]</i>	Kenya Shillings <i>[insert Exchange rate and total contract amount in Kenya Shillings equivalent]</i> Kenya Shillings	
If a member in JV or Sub-contractor specify share in value in total contract amount and roles and responsibilities	<i>[insert a percentage amount]</i>	<i>[insert total contract amount in local currency]</i>	<i>[insert exchange rate and total contract amount in Kenya shillings equivalent]</i>
	<i>[insert roles and responsibilities]</i>		
Procuring Entity Name	<i>[insert full name]</i>		
Address: Telephone/Fax Number: E-mail:	<i>[indicate street/number/room or city/ country]</i> <i>[insert telephone/ fax numbers, including country]</i>		
Description of the similarity in with Sub-Factor 4.2 (a) of Section III:			
1. Amount	<i>[insert amount in local currency exchange rate Kenya shillings equivalent in words and in figures]</i>		
2. Physical size of required works items	<i>[insert physical size of item]</i>		
3. Complexity	<i>[insert description of complexity]</i>		
4. Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the contract]</i>		
5. Construction rate for key activities	<i>[insert rates and items]</i>		
6. Other characteristics	<i>[insert other characteristics as described in Section VII, Scope of Works]</i>		

\* Refer ITA 15 for date and source of exchange rate.

**9. Form EXP - 4.2(a) (cont.) - Specific Supply and/or Contract Management Experience (cont.)**

7. Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the contract]</i>
8. SUPPLY rate for key activities	<i>[insert rates and items]</i>
9. Other Characteristics	<i>[insert other characteristic as described in Section VII. Scope of Work]</i>

**10. Form EXP - 4.2(b) - Supply Experience or Supply or service contract in Key Activities (select one)**

Applicant's Name: ..... [insert full name]

Date: ..... [insert day, month, year]

Applicant's JV Member's Name: ..... [insert full name]

Sub-contractor's Name..... (As per ITA 24.2 and 24.3): [insert full name]

ITT No. and title: ..... [insert ITT number and title] Page.....[insert page number] of..... [insert total number] pages

All Sub-contractors for key activities must complete the information in this form as per ITA 24.2 and 24.3 and Section III, Qualification Criteria and Requirements, 4.2.

- Key Activity No. One: [insert brief description of the Activity, emphasizing its specificity]  
Total Quantity of Activity under the contract: \_\_\_\_\_

Information				
Contract Identification	[Insert contract name and number, if applicable]			
Award Date	[insert day, month, year e.g. 15 June 2015]			
Completion Date	[insert day, month, year e.g. 03 October 2017]			
Role in Contract [check appropriate box]	<input type="checkbox"/> Prime Contractor	<input type="checkbox"/> Member in JV	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Sub-contractor
Total Contract Amount	[insert total contract amount in contract currency(ies)]		Kenya Shillings [insert Exchange rate and total contract amount in Kenya Shillings equivalent]	
Quantity (Volume, Number or rate of production, as applicable) Performed under the contract per year	Total Quantity in the contract (i)	Percentage participate (ii)	Actual Quantity Performed (i) x (ii)	
Year 1				
Year 2				
Year 3				
Year 4				
Procuring Entity's Name:	[insert full name]			
Address:	[indicate street/number/room or city/ country] [insert telephone/ fax numbers, including country, city and area code]			

Telephone/ Fax number E-mail:	<i>[insert Email address if available]</i>
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2. Activity No. Two 3. ....

	<b>Information</b>			
Description of the key activities in according with Sub-Factor 4.2 (b) of Section III				
	<i>[insert response to enquiry indicated in left column]</i>			

**PART 2 - GOODS REQUIREMENTS**

**SECTION V - SCOPE OF GOODS REQUIRED**

**1. Description of the Supply contract.**

**SUPPLY OF DAM LINER KITS, BIRD NETS AND PREDATOR MESH TO 15 COUNTIES**

**LOT 1. Geomembrane Dam Liner Kits - Minimum Estimated Quantity = 1,200,000**

	<b>Item Specification</b>
	<b>Geomembrane Pond Liner Reinforced Polyethylene (RPE) Woven Geomembrane</b>
	<b>Technical Specification General</b>
1.1	Brand New Geo Membrane Pond Liner
1.2	Materials Thickness (mm) 0.5
1.3	Mass (g/m <sup>2</sup> ): 300-385
1.4	Carbon Black Dispersion Content (%): 2.5+/- 0.5
1.5	Breaking Load (N) on 50X150mmStrip before UV exposure of 500 hr., min:1200-1500
1.6	Breaking Load (N) on 50X150mmStrip after UV exposure of 1000 hr.,(Xenon ARC) ( not less than 80% of property no.4 (above) 1050-1325
1.7	Strain at Maximum Load (%):2.0+/-0.5
1.8	Trapezoid tear resistance (N): 95-105
1.9	Seam Strength (N/mm) strip size 200X100mm
1.10	Seam Strength(N/mm) after UV exposure of 1000hr (not less than 80% of property number 8 (strip size -200X100mm) 11.98-23
1.11	Puncture Resistance (N):255-400
1.12	Hydrostatic Resistance (kg/cm <sup>2</sup> ):18-25
	<b>Technical Specification Required</b>
	Hydrostatic Resistance (kg/cm <sup>2</sup> ) after UV exposure of 100hr (not less than 80% of Property no 11(: 16-22:18-25
	Bursting Strength (Ball burst) (N/CM <sup>2</sup> ): 75-105
	Impact Failure Load (gf) at 1520mm drop: 1050-1550
	<b>Technical Specification</b>
	Shape of Pond Liner: Rectangular
	Size of Pond Liner is cubic meters: 300
	Installation not included
	<b>Marking</b>
	Each Liner must be clearly and indelibly marked with the following: Manufacturer's name and / or trademark
	<b>Warranty</b>

## LOT II

**Bird Nets: Minimum Estimated Quantity = 1,200,000**

	<b>Specification</b>
	Size per Piece: <i>20M by 25M</i>
2.1	Material: Knitted with UVS Polyethylene or 100% Virgin HDPE +UV
2.3	Weaving: Knotless
2.4	Mesh Size: Max 2 inch
2.5	Mesh Type: Diamond and square
2.6	Color: Green or Grey
2.7	Should be resistant to UV damage, mildew and rotting
2.8	Weight in grams per SQM:35

**Predator Mesh: Minimum Estimated Quantity = 400,000**

	<b>Technical Specification</b>
	Size per Piece: <b>4M by 50M.</b>
3.1	Material: Nylon , Knitted with UVS Polyethylene or 100% Virgin HDPE
3.2	Knot Type: Single/double or heat sealed
3.3	Twine type: Multifilament
3.4	Thickness/twine size: 6ply-10ply, 0.5 mm-12mm
3.5	Mesh Size: Max 0.5 inch
3.6	Mesh type: Diamond or square
3.7	Weaving: Twisted or braided
3.8	Color: Green or Grey
3.9	Stretching: Depth ways or Lengthways
3.1	Treatment: UV, resin, coating, painting
3.11	Should be resistant to UV damage, mildew and rotting
3.12	Min Weight in grams per SQM: 150

**Summary of Requirements**

No	Item Description	Quantity
1	Liner	1,200,000
2.	Bird Net	1,200,000
3	Predator Mesh	400,000

**NB: QUANTITY  
DURING THE CONTRACT PERIOD, MORE QUANTITIES MAY BE PROCURED.**

2. Goods Supply Period or contract period: **Two Years**
  
3. Site and Other Data.

The awarded Suppliers shall be expected to deliver the Materials to the specific County or Sub-County Head Quarters as shown in the table below:

<b>No</b>	<b>Name of County/Delivery Location</b>
1	Kisumu
2	Meru
3	Nyeri
4	Kirinyaga
5	Kisii
6	Siaya
7	Machakos
8	Embu
9	Kakamega
10	Kajiado
11	Busia
12	Migori
13	Kiambu
14	Homabay
15	Tharaka Nthi