

REPUBLIC OF KENYA



**Prequalification Document for
Procurement of: Civil Works for Construction
of Thwake Dam Embankment and Associated
Works**

**Invitation for Prequalification No: MEWNR / TMWDP-
1/W001/2014-2015**

ICB No: MEWNR / TMWDP-1/W001/2014-2015

**Employer: *MINISTRY OF ENVIRONMENT, WATER &
NATURAL RESOURCES (STATE DEPARTMENT OF WATER)***

Country: KENYA

Issued on: 5TH MAY, 2015

Preface

This Prequalification Document for Procurement of Works, has been prepared by *Ministry of Environment, Water & Natural Resources* and is based on the Standard Prequalification Document for Procurement of Works, issued by the African Development Bank,¹ dated September 2010.

The Prequalification Document for Procurement of Works reflects the structure and the provisions of the Master Procurement Document “Prequalification Document for Procurement of Works”, except where specific considerations within the African Development Bank have required a change.

¹ "Bank" shall mean the African Development Bank, the African Development Fund, the Nigeria Trust Fund, as well as any other funds administered by the African Development Bank, and any or all of these entities, as the context may require.

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PART 1 – Prequalification Procedures

Section I. Instructions to Applicants

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Section I. Instructions to Applicants

A. General

- 1. Scope of Application**

1.1 In connection with the Invitation for Prequalification indicated in Section II, Prequalification Data Sheet (**PDS**), the Employer, as defined in the **PDS**, issues this Prequalification Document (PQD) to Applicants interested in bidding for the works described in Section VI, Scope of Works. The number of contracts and the name and identification of each contract, and the International Competitive Bidding (ICB) number corresponding to this prequalification, are provided in the **PDS**.
- 2. Source of Funds**

2.1 The Borrower or Recipient (indifferently hereinafter called “Borrower”) indicated in the **PDS** has applied for or received financing (hereinafter called “funds”) from the African Development Bank² (hereinafter called “the Bank”) towards the cost of the project named in the **PDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) resulting from the bidding for which this prequalification is conducted.
- 3. Fraud and Corruption**

3.1 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank Financing), as well as bidders, suppliers, and contractors, and their agents (whether declared or not), subcontractors, sub-consultants, service providers or suppliers, and any personnel thereof under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts³. In pursuance of this policy, the Bank:

 - (a) defines, for the purposes of this provision, the terms set forth below as follows:

 - (i) “Corrupt Practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁴;
 - (ii) “Fraudulent Practice” is any act or omission, including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an

² The specific financing institution shall be as stipulated in the **PDS**.

³ *In this context, any action to influence the procurement process or contract execution for undue advantage is improper.*

⁴ *For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Bank staff and employees of other organizations taking or reviewing procurement decisions.*

obligation;

(iii) “Collusive Practice” is an arrangement between two or more parties⁵, designed to achieve an improper purpose, including to influence improperly the actions of another party; and

(iv) “Coercive Practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁶;

(v) “Obstructive practice” is

(v.1) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(v.2) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 3.1(e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees has, directly or indirectly, engaged in Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the Financing allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of such Financing engaged in Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices during the procurement or the implementation of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely

⁵ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁶ For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

manner at the time they knew of the practices;

- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures⁷ including by publicly declaring such firm or individual ineligible to bid for, or to be awarded Bank-financed contracts either indefinitely or for a stated period of time, (i) to be awarded a Bank-financed contract; (ii) to be a nominated⁸ sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and
- (e) will require that a clause be included in bidding documents and in contracts financed by the Bank, requiring bidders, suppliers and contractors and their sub-contractors, agents, personnel, consultants, service providers, or suppliers to permit the Bank to inspect all accounts, records and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the Bank.

4. Eligible Applicants

- 4.1 An Applicant may be a natural person, private entity, government-owned entity—subject to **ITA 4.5**—or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association (JVCA). In the case of a joint venture, consortium, or association:
 - (a) unless otherwise specified in the **PDS**, all partners shall be jointly and severally liable, and
 - (b) the JVCA shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the partners of the JVCA during the prequalification process, during the bidding process (should the JVCA be prequalified) and, in the event the JVCA is awarded a contract, during contract execution.
- 4.2 An Applicant, and all parties constituting the Applicant, shall have the nationality of an eligible country, in accordance with the Bank's

⁷ A firm or an individual may be declared ineligible to be awarded a Bank financed contract: (i) upon completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, or otherwise decided by the Bank; and through the application of the Proposal for the Implementation of a Sanctions Process within the African Development Bank Group; and (ii) as a result of temporary suspension or early temporary suspension in connection with an on-going sanction proceeding. See footnote 18 and paragraph 9 of Appendix 1 of the Rules and Procedures for Procurement of Goods and Works.

⁸ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding documents) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirement for the particular bid; or (ii) appointed by the Borrower."

Rules and Procedures for Procurement of Goods and Works, and as listed in Section V, Eligible Countries.⁹ An Applicant shall be deemed to have the nationality of a country if the Applicant is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of a contract including related services.

- 4.3 An Applicant shall not have a conflict of interest. All Applicants found to have a conflict of interest shall be disqualified. An Applicant may be considered to have a conflict of interest with one or more parties in this prequalification process, if:
- (a) they have controlling partners in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this prequalification; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the application of another Applicant, or influence the decisions of the Employer regarding this prequalification process; or
 - (e) an Applicant participates in more than one application in this prequalification process. Participation by an Applicant in more than one application will result in the disqualification of all applications in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as an applicant, in more than one application; or
 - (f) an Applicant participated as a consultant in the preparation of Section VI, Scope of Works, which is the subject of the prequalification process.
 - (g) an Applicant or any of its affiliates has been hired, or is proposed to be hired, by the Employer or the Borrower for the supervision of a works contract resulting, eventually, from this prequalification process.
- 4.4 An Applicant that is under a declaration of ineligibility by the Bank in accordance with **ITA** Clause 3, at the date of the deadline for

⁹ Including eligibility criteria for participation in the supply of goods, works and related services.

submission of the application or thereafter, shall be disqualified.

- 4.5 Government-owned entities in the Borrower's Country shall be eligible only if they can establish that they are (i) legally and financially autonomous, (ii) operate under the principles of commercial law, and (iii) are not dependent agencies of the Borrower.
- 4.6 Applicants shall not be under execution of a Bid-Securing Declaration in the Employer's Country.
- 4.7 Applicants shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.8 Applicants from an eligible country shall be excluded if:
- (a) as a matter of law or official regulation, the Borrower's country 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, the Borrower's country prohibits any import of Goods from that country or any payments to persons or entities in that country.

4.9 A firm sanctioned by the Bank in accordance with the above ITB Clause 3.1 (d), or in accordance with the Bank's policies on anti-corruption and fraud and Bank's sanctions procedures¹⁰, shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or in any other manner, during the period of time determined by the Bank.

- 5. Eligible Goods and Related Services** 5.1 All goods and related services to be supplied under the Contract to be financed by the Bank, shall have as their country of origin an eligible country of the Bank in accordance with the Bank's *Rules and Procedures for Procurement of Goods and Works*, as listed in Section V, Eligible Countries.

B. Contents of the Prequalification Document

- 6. Sections of Prequalification Document** 6.1 The Procurement Documents – Prequalification for Procurement of Works (hereinafter - "Prequalification Document") consists of Parts 1 and 2, which comprise all the sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITA 8.

¹⁰ See the Proposal for the Implementation of a Sanctions Process within the African Development Bank Group and the Bank's Whistleblowing and Complaints Handling Policy. The Bank's sanctions procedures are publicly disclosed on the Bank's external website."

PART 1. Prequalification Procedures

- Section I. Instructions to Applicants (**ITA**)
- Section II. Prequalification Data Sheet (**PDS**)
- Section III. Evaluation and Qualification Criteria
- Section IV. Application Forms
- Section V. Eligible Countries

PART 2. Works Requirements

- Section VI. Scope of Works

- 6.2 The “Invitation for Prequalification” issued by the Employer is not part of the prequalification document.
- 6.3 The Applicant shall obtain the Prequalification Document from the source stated by the Employer in the Invitation for Prequalification; otherwise the Employer is not responsible for the completeness of the Prequalification Document.
- 6.4 The Applicant is expected to examine all instructions, forms, and terms in the Prequalification Document and to furnish all information or documentation required by the Prequalification Document.

7. Clarification of Prequalification Document

- 7.1 A prospective Applicant requiring any clarification of the Prequalification Document shall contact the Employer in writing at the Employer’s address indicated in the **PDS**. The Employer will respond in writing to any request for clarification provided that such request is received prior to the deadline for submission of bids, within the number of days specified in the **PDS**. The Employer shall forward copies of its response to all Applicants who have acquired the prequalification document directly from the Employer including a description of the inquiry but without identifying its source. Should the Employer 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**.

8. Amendment of Prequalification Document

- 8.1 At any time prior to the deadline for submission of Applications, the Employer may amend the Prequalification Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Prequalification Document and shall be communicated in writing to all who have obtained the prequalification document from the Employer, in accordance with **ITA 6.3**.
- 8.3 To give prospective Applicants reasonable time to take an addendum into account in preparing their Applications, the Employer may, at its

discretion, extend the deadline for the submission of Applications, pursuant to **ITA 17.2**.

C. Preparation of Applications

- 9. Cost of Applications** 9.1 The Applicant shall bear all costs associated with the preparation and submission of its Application. The Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the prequalification process.
- 10. Language of Application** 10.1 The Application as well as all correspondence and documents relating to the prequalification exchanged by the Applicant and the Employer, shall be written in the language specified in the **PDS**. 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 language specified in the **PDS**, in which case, for purposes of interpretation of the Application, the translation shall govern.
- 11. Documents Comprising the Application** 11.1 The Application shall comprise the following:
- (a) Application Submission Form, in accordance with **ITA 12**;
 - (b) documentary evidence establishing the Applicant's eligibility, in accordance with **ITA 13**;
 - (c) documentary evidence establishing the Applicant's qualifications, in accordance with **ITA 14**; and
 - (d) any other document required as specified in the **PDS**.
- 12. Application Submission Form** 12.1 The Applicant shall prepare an Application Submission Sheet using the form furnished in Section IV, Application Forms. This Form must be completed without any alteration to its format.
- 13. Documents Establishing the Eligibility of the Applicant** 13.1 To establish its eligibility in accordance with **ITA 4**, the Applicant shall complete the eligibility declarations in the Application Submission Form and Forms ELI (Eligibility) 1.1 and 1.2, included in Section IV, Application Forms.
- 14. Documents Establishing the Qualifications of the Applicant** 14.1 To establish its qualifications to perform the contract(s) in accordance with Section III, Evaluation and Qualification Criteria, the Applicant shall provide the information requested in the corresponding Information Sheets included in Section IV, Application Forms.
- 15. Signing of the** 15.1 The Applicant shall prepare one original of the documents comprising

**Application
and Number
of Copies**

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.

- 15.2 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**16. Sealing and
Identification
of
Applications**

- 16.1 The Applicant shall enclose the original and the copies of the Application in an envelope that shall be sealed and shall:
- (a) bear the name and address of the Applicant;
 - (b) be addressed to the Employer, in accordance with **ITA 17.1**; and
 - (c) bear the specific identification of this prequalification process pursuant to **PDS 1.1**.
- 16.2 The Employer will accept no responsibility for not processing any Application whose envelope was not identified as required.

**17. Deadline for
Submission of
Applications**

- 17.1 Applicants may always submit their Applications by mail or by hand. When so specified in the **PDS**, Applicants shall have the option of submitting their Applications electronically, in accordance with electronic Application submission procedures specified in the **PDS**. Applications shall be received by the Employer at the address and no later than the deadline indicated in the **PDS**. A receipt will be given for all Applications submitted.
- 17.2 The Employer 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 Employer and the Applicants subject to the previous deadline shall thereafter be subject to the deadline as extended.

**18. Late
Applications**

- 18.1 Any Application received by the Employer after the deadline for submission of Applications prescribed in **ITA 17** will be treated as indicated in the **PDS**.

**19. Opening of
Applications**

- 19.1 Any specific electronic Application opening procedures required, if electronic submission of Applications is permitted pursuant to **ITA 17.1**, shall be as specified in the **PDS**. The Employer shall prepare a record of the opening of Applications that shall include, as a minimum, the name of the Applicant. A copy of the record shall be distributed

to all Applicants.

E. Procedures for Evaluation of Applications

- 20. Confidentiality** 20.1 Information relating to the evaluation of Applications, and recommendation for prequalification, shall not be disclosed to Applicants, or any other persons not officially concerned with such process, until the notification of prequalification is made to all Applicants.
- 20.2 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 Employer on any matter related to the prequalification process, may do so but only in writing.
- 21. Clarification of Applications** 21.1 To assist in the evaluation of Applications, the Employer may, at its discretion, ask any Applicant for a clarification of its Application which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing.
- 21.2 If an Applicant does not provide clarifications of the information requested by the date and time set in the Employer's request for clarification, its Application may be rejected.
- 22. Responsiveness of applications** 22.1 The Employer may reject any Application which is not responsive to the requirements of the prequalification document.
- 23. Domestic or Regional Preference** 23.1 Unless otherwise stipulated in the PDS, a margin of preference for domestic or regional bidders shall not apply in the bidding process resulting from this prequalification.
- 24. Subcontractors** 24.1 Applicants planning to subcontract any of the key activities indicated in Section III, Evaluation and Qualification Criteria, shall specify the activities or parts of the works to be subcontracted in the Application Submission Form. Applicants shall clearly identify the proposed specialist subcontractors in Forms ELI-1.2 and EXP (Experience)-4.2(b) in Section IV, Application Forms. Such proposed specialist subcontractor(s) shall meet the corresponding qualification requirements specified in Section III, Evaluation Qualification Criteria.
- 24.2 At this time, the Employer does not intend to execute certain specific parts of the Works by subcontractors selected in advance by the Employer (Nominated Subcontractors), unless otherwise stated in the PDS.

F. Evaluation of Applications and Prequalification of

Applicants

- 25. Evaluation of Applications**
- 25.1 The Employer shall use the factors, methods, criteria, and requirements defined in Section III, Evaluation and Qualification Criteria to evaluate the qualifications of the Applicants. The use of other methods, criteria, or requirements shall not be permitted. The Employer reserves the right to waive minor deviations in the compliance with qualification criteria if they do not materially affect the capability of an Applicant to perform the contract.
- 25.2 Only the qualifications of subcontractors that have been identified in the Application may be considered in the evaluation of an Applicant. However, the general experience and financial resources of subcontractors may not be added to those of the Applicant for purposes of prequalification of the Applicant.
- 25.3 In case of multiple contracts, the Employer shall prequalify each Applicant for the maximum number and types of contracts for which the Applicant meets the appropriate aggregate requirements of such contracts, as specified in Section III, Evaluation and Qualification Criteria.
- 26. Employer's Right to Accept or Reject Applications**
- 26.1 The Employer 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 Applicants.
- 27. Prequalification of Applicants**
- 27.1 All Applicants whose Applications have met or exceeded ("passed") the specified threshold requirements will, to the exclusion of all others, be prequalified by the Employer.
- 28. Notification of Prequalification**
- 28.1 Once the Employer has completed the evaluation of the Applications it shall notify all Applicants in writing of the names of those Applicants who have been prequalified.
- 29. Invitation to Bid**
- 29.1 Promptly after the notification of the results of the prequalification the Employer shall invite bids from all the Applicants that have been prequalified.
- 29.2 In the bidding process, Bidders may be required to provide a Bid Security or a Bid-Securing Declaration acceptable to the Employer in the form and an amount to be specified in the Bidding Documents, and the successful Bidder shall be required to provide a Performance Security to be specified in the Bidding Documents.
- 30. Changes in Qualifications of Applicants**
- 30.1 Any change in the structure or formation of an Applicant, after being prequalified in accordance with ITA 27, and invited to bid, shall be subject to the written approval of the Employer, prior to the deadline

for submission of bids. Such approval shall be denied if as a consequence of the change the Applicant no longer substantially meets the qualification criteria set forth in Section III, Evaluation and Qualification Criteria, or if in the opinion of the Employer, a substantial reduction in competition may result. Any such changes shall be submitted to the Employer not later than 14 days after the date of the Invitation for Bids.

Section II. Prequalification Data Sheet	
A. General	
ITA 1.1	The number of the Invitation for Prequalification is: <i>MEWNR/TMWDP/W001/2014-15</i>
ITA 1.1	The Employer is: <i>MINISTRY OF ENVIRONMENT, WATER & NATURAL RESOURCE (STATE DEPARTMENT OF WATER)</i>
ITA 1.1	The list of contracts is: <i>[MEWNR/TMWDP-1/W001/2014-15] Prequalification for Procurement of Civil Works for Construction of Thwake Dam Embankment and Associated Works</i>
ITA 1.1	ICB name and number are: <i>Prequalification for Procurement of Civil Works for Construction of Thwake Dam Embankment and Associated Works: MEWNR/TMWDP/W001/2014-15</i>
ITA 2.1	The name of the Borrower is: <i>REPUBLIC OF KENYA (MINISTRY OF ENVIRONMENT, WATER AND NATURAL RESOURCES)</i>
ITA 2.1	The specific Bank financing institution is <i>ADF</i>
ITA 2.1	The name of the Project is: <i>THWAKE MULTI-PURPOSE WATER DEVELOPMENT PROGRAM</i>
ITA 4.1(a)	The individuals or firms in a joint venture, consortium or association <i>shall be</i> jointly and severally liable.
B. Contents of the Prequalification Document	

ITA 7.1	<p>For clarification purposes only, the Employer's address is: Attention: Program Coordinator Thwake Multi-purpose Water Development Program State Department of Water Ministry of Environment, Water & Natural Resources Second Floor, Room 233/ 453, Maji House, Ngong Road P.O. Box 49720-00100 Nairobi, Kenya.</p> <p>Telephone: +254 724306327/722997379</p> <p>Electronic mail address: musembimunyao@yahoo.com/jumbe64@gmail.com</p> <p>Requests for clarifications should be received by the Employer no later than 21 (twenty one) days, prior to the deadline for submission of Bids.</p>
C. Preparation of Applications	
ITA 10.1	The language of the Application as well as of all correspondence is: English
ITA 11.1 (d)	<p>The Applicant shall submit with its Application, the following additional documents:</p> <ol style="list-style-type: none"> 1. Power of Attorney 2. Registration Certificate/Certificate of Incorporation
ITA 15.2	In addition to the original, the number of copies to be submitted with the Application is: 3 (three) Copies
D. Submission of Applications	
ITA 17.1	<p>Applicants shall not have the option of submitting their Applications electronically.</p> <p>If electronic submission of Applications shall be permitted, the electronic Application submission procedures shall be: N/A</p>
ITA 17.1	<p>For Application submission purposes only, the Employer's address is : Project Manager, Thwake Multi-purpose Water Development Program, State Department of Water, Min. of Environment, Water & Natural Resources, 4th Floor, Room 453, Maji House, Ngong Road, P.O. Box 49720-00100</p>

	<p><i>Nairobi, Kenya.</i></p> <p><i>(Note: Please Drop Document in the Tender Box on Ground Floor, Maji House, Ngong Road, Nairobi)</i></p> <p>The deadline for submission of Applications is:</p> <p><i>Date: 30TH JUNE, 2015</i></p> <p><i>Time: 10:00 Local Time</i></p>
ITA 19.1	The electronic Application opening procedures shall be: <i>N/A</i>
E. Procedures for Evaluation of Applications	
ITA 23.1	<p>A margin of domestic or regional preference <i>shall not</i> apply during the bidding process resulting from this prequalification.</p> <p>If a margin of domestic or regional preference applies, the application methodology shall be: <i>N/A</i></p>
ITA 24.2	At this time the Employer <i>does not intend</i> to execute certain specific parts of the Works by subcontractors selected in advance (Nominated Subcontractors).

Section III. Evaluation and Qualification Criteria

This Section contains all the methods, criteria, and requirements that the Employer shall use to evaluate Applications. The information to be provided in relation to each requirement and the definitions of the corresponding terms are included in the respective Application Forms.

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