



QUALIFICATION DOCUMENT

TENDER NO: KPA/094/2025-2026/CPS

QUALIFICATION OF BIDDERS FOR THE OPERATION OF SHIMONI FISH PORT

FEBRUARY 2026

KENYA PORTS AUTHORITY
P.O BOX 95246 - 80104
MOMBASA,
KENYA

Tel: +254 41 2112999 / 2113999 Pilot Lines
Tel: +254 709 092999 / 709 093999 / 730 653999 Cellular
Website: www.kpa.co.ke
Email: tenders@kpa.co.ke

Contents

VISION, MISSION, &CORE VALUES.....	5
HEALTH, SAFETY AND ENVIRONMENT POLICY STATEMENT	6
A. General.....	8
1. Scope of Application	8
2. Fraud and Corruption	8
3. Eligible Applicants.....	9
4. Eligible Goods and Related Services.....	11
B. Contents of the Qualification Document.....	11
5. Sections of Qualification Document	11
6. Clarification of Qualification Document.....	12
7. Amendment of Qualification Document.....	12
C. Preparation of Applications	13
D. Submission of Applications.....	14
E. Procedures for Evaluation of Applications.....	15
F. Evaluation of Applications and Qualification of Applicants.....	16
26. Invitation to Bid	16
27. Changes in Qualifications of applicants	17
28. Applicable Law.....	17

INVITATION FOR QUALIFICATION OF BIDDERS FOR THE OPERATION OF SHIMONI FISH PORT THROUGH PUBLIC PRIVATE PARTNERSHIP

DATE: FEBRUARY 2026

1. The Kenya Ports Authority invites sealed bids from eligible tenderers for Qualification of Bidders for The Operation of Shimoni Fish Port Through Public Private Partnership.
2. Tendering will be conducted through the International Competitive Bidding procedures specified in the Public Private Partnership Act No. 14 of 2021.
3. Site Visit. Bidders may visit the site for a pre-bid meeting on Wednesday, 16th February 2026 to familiarize themselves with the facility. Bidders may also join online through a link to be provided on the KPA website two days before the pre-bid meeting.
4. The document can be viewed and downloaded from the KPA website www.kpa.co.ke at no fee. Bidders must forward their particulars including Name of Company, Physical, Postal Address, Email Address, Telephone Number and a contact person immediately for records and communication of any further tender clarifications or addenda. Enquiries can be made via email address: tenders@kpa.co.ke.
5. If a Private Party is a Joint Venture (JV), the full name of the JV shall be used and all members, starting with the name of the lead member.
6. Bidders are advised to regularly visit the KPA website to obtain any additional information/addendum on the tender.
7. All Applications for qualification in one original plus [Five Copies and 1 CD ROM/Flash disk in PDF format], properly filled in and enclosed in an outer plain sealed envelope must be delivered to the address below and clearly marked as follows:

TENDER NO. KPA/094/2025-2026/CPS

TENDER DESCRIPTION: QUALIFICATION OF BIDDERS FOR OPERATION OF SHIMONI FISH PORT THROUGH PUBLIC PRIVATE PARTNERSHIP

“DO NOT OPEN BEFORE 1000 HOURS EAST AFRICAN TIME ON THURSDAY 5TH MARCH 2026”

Addressed to:

**THE GENERAL MANAGER SUPPLY CHAIN MANAGEMENT
KENYA PORTS AUTHORITY
KIPEVU HEADQUARTERS 4TH FLOOR
FINANCE BLOCK III, DOOR BLK-3.4.3
KILINDINI MOMBASA
Phone: +254 (41) 2113600/ 2113999
E-mail: tenders@kpaco.ke**

8. **Address for Submission of Tenders:** Complete qualification documents shall be placed in the tender box no.7 located at the bus terminus port main pedestrian gate no. 8, Kilindini, Mombasa before 1000 hours east African time on **THURSDAY 5TH MARCH 2026**.
9. Bulky Qualification documents shall be submitted at the office of **The General Manager Supply Chain Management** located on the 4th Floor of office Block **BLK-3.4.3** at the Kenya Ports Authority Headquarters, Kipevu, Kilindini Mombasa **BEFORE 1000 Hours East African Time on THURSDAY 5TH MARCH 2026**"
10. Qualification documents will be opened promptly thereafter the deadline for submission in the presence of Bidders' representatives who choose to attend the opening, at the Procurement Conference Room located at the **New Service Area (Kapenguria)** at the Kenya Ports Authority, Kipevu, Kilindini Mombasa



Evelin I. Shigoli
General Manager Supply Chain Management
FOR; MANAGING DIRECTOR

Website: www.kpa.co.ke Email: tenders@kpa.co.ke



VISION, MISSION, &CORE VALUES

Vision

World class ports of choice.

Mission

To provide efficient and competitive port services to facilitate global trade

Core Values

Customer Focus: Service excellence is key to our operations and we endeavor to exceed customer expectations.

Integrity: We uphold fairness, honesty, professionalism and transparency in all our undertakings.

Teamwork: We embrace team spirit in all that we do.

Care: We care for our staff, the communities around us and are sensitive to the environment

Innovation: The Authority will invest and leverage on research, development and innovation to ensure that the Kenya Ports stay ahead of the curve in improving efficiency in their processes.



HEALTH, SAFETY AND ENVIRONMENT POLICY STATEMENT

The Kenya Ports Authority recognizes and appreciates the importance of Health, Safety and Environment in the organization.

The Authority therefore places Health, Safety and Environment matters as important Boardroom Agenda.

To translate this commitment into actions, the Authority shall adopt a health, safety and environment policy that shall ensure:

1. Compliance with all relevant statutory instruments in all matters of Health, Safety and Environment.
2. Appropriate consideration of relevant international conventions and recommendations.
3. Formulation and compliance with rules, regulations and guidelines on matters of Health, Safety and Environment.
4. All reasonably practicable precautions are taken to safeguard the safety and health of all employees and Port users.
5. Appropriate systems for providing adequate information and instructions to all cadres of employees on risks to their health and safety are in place.
6. That all work places and equipment/plant are safe and regularly inspected.
7. All employees and Port Users assume defined responsibilities in matters of health, safety and environment in conformity with this policy.
8. Appropriate training for all employees to enhance their performance is provided.
9. That all Suppliers comply with Health, Safety and Environment rules, regulations and guidelines.
10. Adequate provision for prevention and control of fires and proper use of Fire fighting appliances.
11. Adequate provision for prevention and control of environmental pollution.
12. That Environmental Impact Assessment is carried out for all projects likely to have an impact on the environment.
13. Provision and promotion of First Aid services and activities.
14. Contravention of the Health, Safety and Environment Management System attracts severe disciplinary action including dismissal and/or prosecution.
15. Review of the Health, Safety and Environment Management System to conform to changing trends.

(Signed)

Capt. William K. Ruto AFNI, MBS

MANAGING DIRECTOR

KENYA PORTS AUTHORITY

QUALITY AND INFORMATION SECURITY POLICY

Our Vision

"World-class ports of choice"

Our Quality And Information Security Policy Statement

We are committed to complying with the requirements of ISO 9001:2015 Quality Management System (QMS) and ISO 27001:2022 Information Security Management System (ISMS) Standards, applicable statutory regulations and aligning our management system policies and processes with Risk Management.

Our Strategic Objectives

1. Attain a customer satisfaction index of 75%
2. Improve port efficiency by 41%
3. Promote a safe and healthy working environment with zero accidents
4. Increase common transit market share by 7%
5. Increase profitability to KES 20 billion by 2027/2028
6. Increase employee productivity index to 2
7. Promote 100% compliance to legal and regulatory requirements and good governance principles

We shall;

- provide efficient and competitive port services to facilitate global trade through enhanced customer service, operational excellence, governance and the preservation of confidentiality, integrity, and availability of information
- ensure that this policy and Management System objectives are aligned to the Authority's Strategic Objectives
- effectively implement and continually improve our Management System policies, processes and capabilities
- review these objectives for suitability on an annual basis in accordance with the Authority's Performance Management Framework

Kenya Ports Authority shall ensure that the Quality & Information Security Objectives are established at relevant functions and processes with the organisation.


Capt. William R. Ruto, AFNI
MANAGING DIRECTOR

Date: 29th August, 2023



KEBS ISO 9001:2015 Certified Org. No. 087

Section I. Instructions to Applicants

QUALIFICATION OF BIDDERS FOR THE OPERATION OF SHIMONI FISH PORT

A. General

<p>1. Scope of Application</p> <p>2. Fraud and Corruption</p>	<p>1.1 In connection with the Invitation of Requests for Qualification, KPA, as defined below, issues this Qualification Document (QD) to applicants interested in bidding for items described in Section V:</p> <p>2.1 It is KPA's policy to require that bidders observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, KPA:</p> <p class="list-item-l1">(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p class="list-item-l2">(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.</p> <p class="list-item-l2">(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.</p> <p class="list-item-l2">(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.</p> <p class="list-item-l2">(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 party.</p> <p class="list-item-l2">(v) "obstructive practice" is</p> <p class="list-item-l3">(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators to materially impede a KPA 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</p>
---	--

investigation; or

(bb) acts intended to materially impede the exercise of the KPA's inspection and audit rights provided for under the Instructions to Applicants (ITA) Sub-Clause 2.2 below.

(b) will reject a Request for Qualification for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.

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

2.2 In further pursuance of this policy, Applicants shall permit KPA to inspect any accounts and records and other documents relating to the Application submission, Bid Submission, and contract performance, and to have them audited by auditors appointed by KPA.

3. Eligible Applicants

3.1 For determining the eligibility of Applicants for their pre-qualification hereunder, the following shall apply:

a. The Applicant for pre-qualification may be a single entity or a group of entities (the "**Consortium**"), private, public or government owned legal entity, subject to ITA Sub-Clause 3.8, coming together to develop and operate items described in Section V. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.

b. Members of the Consortium shall nominate one member as the lead Partner (the "**Lead Partner**"), who shall have an equity share holding of more than 35% (Thirty-Five percent) of the paid up and subscribed equity of the Consortium. The nomination(s) shall be supported by a Power of Attorney, signed by all the other members of the Consortium.

- c. Applicants must form Consortium with a Kenyan Firm. An applicant who will not have formed a JV or Consortium with a Kenyan entity at the time of Qualification shall be required to provide an undertaking of the intention to form such a JV or Consortium. The Kenyan entity shall have a share of not less than 15% [fifteen per cent] of the total share of the Project Company. Such an entity shall be subject to detailed evaluation on relevant industry experience at the Request for Proposal stage. Such Kenyan entity shall have been in operation for not less than 5 years in port logistics.
- d. A Kenyan entity shall mean a company registered in Kenya under the Companies Act Cap 486 and whose majority shareholding is held, controlled, and managed by a Kenyan citizen.

3.2 The eligibility criteria listed in this ITA Clause 3 shall apply to the Applicant, including the parties constituting the Applicant, i.e., its proposed partners, subcontractors, or suppliers for any part of the Contract including related services.

3.3 An Applicant may have the nationality of any country, subject to the restrictions pursuant to ITA Sub-Clause 3.1. 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, as evidenced by its Articles of Incorporation or Documents of Constitution, and its Registration Documents.

3.4 Applicants and all parties constituting the Applicant and or associates thereto shall not have a conflict of interest. Applicants shall be considered to have a conflict of interest, if:

- a) They participated in any way as a consultant, sub consultant, associate, or individuals in the preparation of the development and operation of the items mentioned in Section V. Conflict of interest shall also be read as defined in Kenyan Law.
- b) They have the relationship prohibited under Sec 16 (1) of The Merchant Shipping Act, 2009.

3.5 An Applicant shall submit only one application in this qualification process, either individually as an Applicant or as a partner of a consortium or a JV. An Applicant who submits, or participates in, more than one application will

cause all the applications in which the Applicant has participated to be disqualified.

- 3.6 An Applicant that has been sanctioned by KPA in accordance with the above ITA Sub-Clause 2.1 (c) shall be ineligible to be awarded a KPA-financed contract, or benefit from a KPA-financed contract, financially or otherwise, during such period of time as KPA shall determine.
- 3.7 Applicants or associated partners who are debarred by international development agencies such as the World Bank, JICA, AfDB, etc shall be ineligible to bid.

The Government of Kenya (GOK) maintains a list of firms and individuals that have been sanctioned by the GOK pursuant to ITA Sub-Clause 2.1 (c) and are not eligible to participate in procurement financed by the GOK. The list is provided under Part IV of the Public Procurement and Disposal Act, 2015 (Amended 2022), "DEBARMENT" and is regularly updated. Its address is specified below:

<http://www.ppra.go.ke>

- 3.8 Government-owned entities shall be eligible only if they can establish that they are legally and financially autonomous, and operate under commercial law, and that they are not dependent agencies of the Government. (Provide evidence in the form of legal constitution, decision making structure and financing).
- 3.9 Applicants and all parties constituting the Applicant shall provide such evidence of their continued eligibility under sec 3.0 of this Qualification documents if requested to do so by KPA.
- 3.10 Applicants from an eligible country may be excluded 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 contracting from that country or any payments to persons or entities in that country. Section IV, Eligible countries provide lists of ineligible countries pursuant to this ITA Sub-Clause 3.1.

4. Eligible Goods and Related Services

- 4.1 All goods and related services to be supplied under the Contract shall have as their origin in any country in accordance with Section IV, Eligible Countries.

B. Contents of the Qualification Document

5. Sections of

- 5.1 The document for the Qualification of Applicants

Qualification Document (hereinafter - "Qualification 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 Clause 7.

PART 1 Qualification Procedures

- Section I. Instructions to Applicants (ITA)
- Section II Qualification Criteria and Requirements
- Section III Application Forms
- Section IV Eligible Countries

PART 2 Description of the Shrimoni Fish Port

- Section V. Description of the Shrimoni Fish Port

5.2 The "Invitation for Qualification Applications" issued by KPA is not part of the Qualification document.

5.3 KPA accepts no responsibility for the completeness of the Qualification document.

5.4 The Applicant is expected to examine all instructions, forms, and terms in the Qualification Document and to furnish all information or documentation required by the Qualification Document.

6. Clarification of Qualification Document

6.1 A prospective Applicant requiring any clarification of the Qualification Document shall contact KPA in writing at KPA's address indicated in ITA Sub-Clause 1.1. KPA will respond in writing to any request for clarification provided that such a request is received no later than fourteen (14) days prior to the deadline for submission of applications. KPA shall forward copies of its response to all applicants who have acquired the Qualification document directly from KPA including a description of the inquiry but without identifying its source. Should KPA deem it necessary to amend the Qualification document because of a clarification, it shall do so following the procedure under ITA Clause 7 and in accordance with the provisions of ITA Sub-Clause 16.2.

7. Amendment of Qualification Document

7.1 At any time prior to the deadline for submission of applications, KPA may amend the Qualification Document by issuing addenda.

7.2 Any addendum issued shall be part of the Qualification Document and shall be communicated in writing to all who have obtained the Qualification document from KPA.

7.3 To give prospective Applicants reasonable time to take an addendum into account in preparing their applications, KPA may, at its discretion, extend the

deadline for the submission of applications.

C. Preparation of Applications

8. Cost of Applications	8.1 The Applicant shall bear all costs associated with the preparation and submission of its application. KPA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Qualification process.
9. Language of Application	9.1 The application as well as all correspondence and documents relating to the Qualification exchanged by the Applicant and KPA, shall be written in the 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.
10. Document s Comprising the Application	<p>10.1 The application shall comprise the following:</p> <ul style="list-style-type: none"> (a) Application Submission Form, in accordance with ITA Clause 11. (b) documentary evidence establishing the Applicant's eligibility to prequalify, in accordance with ITA Clause 12; and (c) documentary evidence establishing the Applicant's qualifications, in accordance with ITA Clause 13
11. Application Submission Form	11.1 The Applicant shall prepare an Application Submission Sheet using the form furnished in Section III, Application Forms. This Form must be completed without any alteration to its format.
12. Documents Establishing the Eligibility of the Applicant	12.1 To establish its eligibility in accordance with ITA Clause 3, the Applicant shall complete the eligibility declarations in the Application Submission Form and Forms ELI (eligibility) 1.1 and 1.2, included in Section III, Application Forms.
13. Documents Establishing the Qualifications of the Applicant	13.1 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 III, Application Forms.

14. Signing of the Application and Number of Copies

14.1 The Applicant shall prepare one original of the documents comprising the application as described in ITA Clause 10 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.

14.2 The Applicant shall submit five copies of the signed original application and clearly mark them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

14 The Applicant shall submit a soft copy of the bid in form of a CD ROM or Flash disk (all in PDF format) together the documents.

D. Submission of Applications

15. Sealing and Identification of Applications

15.1 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 KPA, in accordance with ITA Sub-Clause 16.1; and
- (c) bear the specific identification of this Qualification process indicated in the ITA Sub-Clause 1.1.

15.2 KPA will accept no responsibility for not processing any envelope that was not identified as required.

15.3 The tender submission.

- a) Shall have table of contents pages clearly indicating Sections and Page Numbers (Mandatory).
- b) Shall have pages in the whole document numbered in the correct sequence and serialized (Mandatory).

16. Deadline for Submission of Applications

16.1 Applicants may submit their applications by depositing them at the tender box or by hand as specified in Invitation for Qualification. Applicants shall not have the option of submitting their applications electronically. Applications shall be received by KPA no later than **1000 HOURS East African Time on THURSDAY 5TH MARCH 2026**.

16.2 KPA may, at its discretion, extend the deadline for the submission of applications by amending the Qualification Document in accordance with ITA Clause 7, in which case all rights and obligations of KPA and the Applicants subject to the previous deadline shall thereafter be

subject to the deadline as extended.

17. Late Applications 17.1 Any application received by KPA after the deadline for submission of application prescribed in accordance with ITA Clause 16 will be treated as a late application. Late applications shall be returned unopened to the Applicants.

18. Opening of Applications 18.1 KPA 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 Applicants upon request.

E. Procedures for Evaluation of Applications

19. Confidentiality 19.1 Information relating to the evaluation of applications, and recommendation for Qualification, shall not be disclosed to Applicants or any other persons not officially concerned with such process until the notification of Qualification is made to all Applicants. Any effort by a Tenderer to influence the Procuring Entity processing of Tenders or award decisions may result in the rejection of its Tender.

19.2 From the deadline for submission of applications to the time of notification of the results of the Qualification in accordance with ITA Clause 27, any Applicant that wishes to contact KPA on any matter related to the Qualification process, may do so but only in writing.

20. Clarification of Applications 20.1 To assist in the evaluation of applications, KPA 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.

20.2 If an Applicant does not provide clarifications of the information requested by the date and time set in KPA's request for clarification, its application may be rejected.

21. Responsiveness of Applications 21.1 KPA shall reject any application which is not responsive to the requirements of the Qualification document.

F. Evaluation of Applications and Qualification of Applicants

22. Evaluation of Applications 22.1 KPA shall use the factors, methods, criteria, and requirements defined in Section II, Qualification Criteria and Requirements to evaluate the qualifications of the Applicants. The use of other methods, criteria, or requirements shall not be permitted. KPA reserves the right to waive minor deviations in the qualification criteria if they do not materially affect the capability of an Applicant to perform the contract.

23. KPA's Right to Accept or Reject Applications 23.1 KPA reserves the right to accept or reject any application, and to annul the Qualification process and reject all applications at any time, without thereby incurring any liability to Applicants.

24. Qualification of Applicants 24.1 All Applicants whose applications have met or exceeded ("passed") the specified threshold requirements will, to the exclusion of all others, be prequalified by KPA.

25. Notification of Qualification 25.1 Once KPA has completed the evaluation of the applications it shall notify all Applicants in writing of the names of those applicants that have been qualified.

26. Invitation to Bid 26.1 After the Qualification, KPA shall invite bids from the qualified applicants.

27. Changes in Qualifications of applicants	<p>27.1 Any change in the structure or formation of an Applicant after being prequalified in accordance with ITA Clause 24 and invited to bid shall be subject to a written approval of KPA prior to the deadline for submission of bids. Such approval shall be denied if because of the change the Applicant no longer substantially meets the qualification criteria set forth in Section II, Qualification Criteria and Requirements, or if in the opinion of KPA, a substantial reduction in competition may result. Any such changes shall be submitted to KPA not later than 15 days after the date of the Invitation for Bids.</p> <p>27.2 Change in the composition of a Consortium may be permitted by the KPA during the Bid Stage (at RFP stage), only where:</p> <ul style="list-style-type: none"> (a) the application for such change is made no later than 15 (fifteen) days from date of invitation to Bid. (b) the Lead Member continues to be the Lead Member of the Consortium. (c) the substitute is at least equal, in terms of Technical Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and (d) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally and is not an Applicant/Member/Associate of any other Consortium bidding for this Project(s). <p>27.3 Approval for change in the composition of a Consortium shall be at the sole discretion of KPA and must be approved by KPA in writing.</p> <p>27.4 The modified/ reconstituted Consortium shall submit a revised Joint Bidding Agreement before the Bid Due Date.</p> <p>27.5 Notwithstanding anything to the contrary, an Applicant may, within 10 (ten) days after the Application Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof. Such removal shall be notified immediately to the Authority in writing.</p>
28. Applicable Law	28.1 The applicable laws shall be the Laws of the Republic of Kenya.

Section II. Qualification Criteria and Requirements

This Section contains all the methods, criteria, and requirements that KPA 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.

Contents

1. Eligibility	1-Error! Bookmark not defined.
2. Historical Contract Non-Performance	1-Error! Bookmark not defined.
3. Financial Situation.....	1-19
4. Experience.....	1-Error! Bookmark not defined.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Consortium or Joint Venture	Lead Partner	Submission Requirements	
1. Eligibility			All Parties Combined	Each Partner	Lead Partner		
1.1	Legal Requirements/Capacity to Contract	Applicant demonstrate ability to contract fulfilment of legal requirements	Must meet requirement	Must meet requirement	Must meet requirement	Each applicant shall provide the certificate of incorporation/registration in its country of incorporation Its Articles of Incorporation and bylaws evidencing that such applicant has the capacity to submit a bid in the RFQ and RFP processes and to enter into the Project Agreements.	In the case of a Consortium, or a joint venture, in addition to the requirement that all applicants provide certificates of incorporation, the Bidder shall also submit a Consortium/Joint Venture Agreement that has been duly executed and notarized by all the Consortium Members and evidences the consent of

Section II. Qualification Criteria and Requirements

Eligibility and Qualification Criteria				Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Consortium or Joint Venture	All Parties Combined	Each Partner	Lead Partner	Submission Requirements
								<p>each applicant to join the Consortium and participate in the bidding process. In addition, the Consortium/Joint Venture Agreement should set out the specific roles each member is envisaged to play. Each Member shall provide a duly notarized Power of Attorney and Board Resolution/s demonstrating that the necessary authorizations have been provided to the person signing the Consortium/Joint Venture Agreement on its behalf. In the case of a single Bidder, the Bidder shall be expected to provide a duly notarized Power of Attorney and Board Resolution/s demonstrating the person to whom powers have been given to submit the bid, negotiate and possibly execute the</p>

No.	Subject	Requirement	Compliance Requirements			Documentation
			Single Entity	All Parties Combined	Consortium or Joint Venture	
1.2	General	No Member (or any of its affiliates) shall be designated as ineligible or in violation of material provisions of the PPP Act of 2021	Must meet requirement	Must meet requirement	Must meet requirement	Provide a signed declaration that neither it nor its affiliates are blacklisted under the PPP Act (or an equivalent body in the bidders country) list of ineligible firms and

Section II. Qualification Criteria and Requirements

Eligibility and Qualification Criteria			Compliance Requirements			
No.	Subject	Requirement	Single Entity	Consortium or Joint Venture	Lead Partner	Submission Requirements
			All Parties Combined	Each Partner		individuals.
1.3	Conflict of Interest	No applicant (or any of its affiliates) shall have a conflict of interest related to its participation in the RFQ or RFP process	Must meet requirement	Must meet requirement	Must meet requirement	Provide a signed declaration that no such conflict of interest exists or is foreseen
1.4	No Tax Liability	No applicant (or any of its affiliates) shall have any current overdue tax liability to the Kenya Revenue Authority or any other tax authority within or outside of Kenya	Must meet requirement	Must meet requirement	Must meet requirement	Tax compliance certificate issued by the Kenya Revenue Authority or a similar tax Authority in the national domicile of such Member. In countries where a tax compliance certificate is not issued, a notarized declaration that no such liability exists.
1.5	Nationality	Nationality in accordance with Information to Applicants (ITA) Sub-Clause 3.3 (not excluded by Kenya's regulation; not excluded by UN Security Council, etc.)	Must meet requirement	Existing or intended Consortium or JV must meet requirement	Must meet requirement	Attached forms

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	All Parties Combined	Consortium or Joint Venture	Lead Partner	Submission Requirements
1.6	Local Content	Applicants should be willing to enter into a local agreement to support local goods, works and services as prescribed by law including employment of locals.	Must meet requirement	Must meet requirement	N/A	Must meet requirement	Application Submission Form
1.7	Debarment	Not debarred by any international or national agencies to enter any procurement proceedings. Not having been declared ineligible by KPA, as described in Information to Applicants (ITA) Sub-Clause 3.7	Must meet requirement	Existing or intended Consortium or JV must meet requirement	Must meet requirement	Must meet requirement	Application Submission Form
1.8	Government Owned Entity	Applicant required to meet conditions of Information to Applicants (ITA) Sub-Clause 3.8	Must meet requirement	Existing or intended Consortium or JV must meet	Must meet requirement	Must meet requirement	Attached Forms

Section II. Qualification Criteria and Requirements

Eligibility and Qualification Criteria			Compliance Requirements			Documentation
			In the case of single entity Bidders, the sole Member shall be required to meet all the criteria listed herein			
No.	Subject	Requirement	Single Entity	Consortium or Joint Venture	Lead Partner	Submission Requirements
			All Parties	Combined	Each Partner	
1.9	United Nations resolution or Kenya's law	Not having been excluded because of Kenyan laws or official regulations, or by an act of compliance with UN Security Council resolution, in accordance with Information to Applicants (ITA) Sub-Clause 3.1	Must meet requirement	Existing or intended Consortium or JV must meet requirement	Must meet requirement	Attached Forms

Eligibility and Qualification Criteria		Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Consortium or Joint Venture	Submission Requirements	
2. Historical Contract Non-Performance						
2.1	History of Non-Performing Contracts	Non-performance of project or service contract(s) for management contracts or concessions within the last five years prior to the deadline for application submission based on all information on fully settled disputes or litigation. Where a dispute existed, proof that the dispute or litigation has been resolved in accordance with the Dispute Resolution Mechanism under the contract and that all appeal instances available to the applicant have been	Must meet requirement by itself or as partner to past or existing Consortium or JV	N/A	Must meet requirement by itself or as partner to past or existing JV	Attached Form

Section II. Qualification Criteria and Requirements

Eligibility and Qualification Criteria			Compliance Requirements			
No.	Subject	Requirement	Single Entity	Consortium or Joint Venture	Lead Partner	Submission Requirements
		exhausted.				
2.2	Failure to Sign Contract	Contract awarded and/or failed to progress signing and implementation.	Must meet requirement	Must meet requirement	Must meet requirement	Application Submission Form
2.3	Pending Litigation	All pending litigation shall in total not represent more than ten (10) % of Applicant's net worth and shall be treated as resolved against the Applicant	Must meet requirement by itself or as a partner to past or existing Consortium or JV	N/A	Must meet requirement by itself or as a partner to past or existing JV	Attached Form
3. Financial Situation						
3.1	Financial Performance	A bidder's financial capacity will be judged based on its revenue, profitability, and the cashflow.	Must meet requirement.	Must meet requirement.	Must meet requirement.	Provide audited financial statements for the three (3) most recent years and any other information it deems relevant to demonstrate the Bidder's financial capacity.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	All Parties Combined	Consortium or Joint Venture	Each Partner	Lead Partner
3.2	Minimum annual revenue	Applicants must have a minimum annual revenue from their fish business and fish related logistics, minimum USD 10 million	Must meet requirement	Must meet requirement			Applicant to provide audited financial statements for the three (3) most recent years and calculation and supporting information regarding net worth.
3.3	Cashflow	All Applicants must have a positive operating cashflow	Must meet requirement	Must meet requirement			Each applicant to provide audited financial statements for the three (3) most recent years and calculation and supporting information regarding net worth
4. Experience							
4.1	Company Profile	Applicant to provide a <i>maximum</i> of 5 pages profile to contain at least historical background, ownership, business, location, and any other relevant	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement	Narrative and tables

Section II. Qualification Criteria and Requirements

No.	Subject	Requirement	Compliance Requirements			Documentation
			Single Entity	Combined	Each Partner	
4.2	Volume Handled	Minimum average annual fish volume handled of 30,000 MT information.	Must meet requirement	Must meet requirement	N/A	Attached Form
4.3	Port Experience	Applicant should have experience of operating a fish port/jetty and associated fish cold storage facility for value addition/ processing plant of a capacity of at least 10,000MT for the last 3 years	Must meet requirement	Must meet requirement	N/A	Attached Form

Section III. Application Forms

Table of Forms

Application Submission Form (Mandatory).....	30
Applicant Information Form (Mandatory)	32
Applicant's Party Information Form (Mandatory)	33
Historical Contract Non-Performance (Mandatory)	34
Financial Situation (Mandatory)	36
Average Annual Turnover (Mandatory).....	38
Volume Handled (Annual)	39
(mandatory)	39
Special Economic Zone Experience (mandatory)	Error! Bookmark not defined.

Application Submission Form (Mandatory)

Date: [insert day, month, year]

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

To: [insert full name of Employer]

We, the undersigned, apply to be prequalified for the referenced ICB and declare that:

- (a) we have examined and have no reservations to the Qualification Documents, including Addendum(s) No(s)., issued in accordance with Instructions to Applicants (ITA) Clause 7: [insert the number and issuing date of each addendum].
- (b) we meet the eligibility requirements as stated in ITA Clause 3: [insert the nationality of the Applicant, including that of all partners in case of a Consortium or Joint Venture,].
- (c) we do not have any conflict of interest, in accordance with ITA Sub-Clause 3.4 and Section II.1.2.
- (d) we have not been declared ineligible by KPA, or under Kenyan laws, official regulations, or under execution of a Bid Securing Declaration in Kenya, or by an act of compliance with a decision of the United Nations Security Council, in accordance with ITA Sub-Clauses 3.7, 3.9 and 3.1.
- (e) [insert either "we are not a government owned entity" or "we are a government entity, and we meet the requirements of ITA Sub-Clause 3.8].
- (f) we declare that the following commissions, gratuities, or fees have been paid or are to be paid with respect to the Qualification process, the corresponding bidding process or execution of the Contract:

<u>Name of Recipient</u>	<u>Address</u>	<u>Reason</u>	<u>Amount</u>
[insert full name for each occurrence]	[insert street/ number/city/county]	[indicate reason]	[specify amount in US\$ equivalent]
—	—	—	—
—	—	—	—
—	—	—	—
—	—	—	—
—	—	—	—

[If none has been paid or is to be paid, indicate "none".]

- (g) we declare that 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.
- (h) we declare that we have not failed to sign or implement any service contracts awarded to us for management or concessions.
- (h) we understand that you may cancel the Qualification 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 bid for the contract subject of this Qualification, without incurring any liability to the Applicants, in accordance with ITA Clause 23.

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

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

Form ELI - 1.1
Applicant Information Form (Mandatory)

Date: [insert day, month, year]
ICB No. and title: [insert ICB number and title]
Page [insert page number] of [insert total number] pages

Applicant's legal name (Lead Partner) <i>[insert full legal name]</i>
In case of Consortium or Joint Venture (JV), legal name of each partner: <i>[insert full legal name of each partner in Consortium or JV]</i>
Applicant's Actual or Intended country of constitution: <i>[indicate country of Constitution]</i>
Applicant's actual or Intended year of constitution: <i>[indicate year of Constitution]</i>
Applicant's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Applicant's authorized representative information Name: <i>[insert full legal name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above, in accordance with ITA Sub-Clause 3.2. <input type="checkbox"/> In case of Consortium or JV, letter of intent to form Consortium or JV or concluded agreement, in accordance with ITA Sub-Clause 3.1. <input type="checkbox"/> In case of Government owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITA Sub-Clause 3.8.

Form ELI - 1.2
Applicant's Party Information Form (Mandatory)

[The following form shall be filled in for the Applicant's parties including partner(s) of a Consortium or joint venture,]

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

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

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

Consortium or JV applicant legal name:

[insert full legal name]

Applicant's Party's legal name:

[insert full legal name of Applicant's Party]

Applicant's Party's country of registration:

[indicate country of registration]

Applicant's Party's year of constitution:

[indicate year of constitution]

Applicant's Party's legal address in country of constitution:

[insert street/ number/ town or city/ country]

Applicant's Party's authorized representative information

Name: *[insert full legal name]*

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

Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*

E-mail address: *[indicate e-mail address]*

Attached are copies of original documents of

- Articles of Incorporation or Documents of Constitution, and Registration Documents of the legal entity named above, in accordance with ITA Sub-Clause 3.2.
- In case of a Government owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITA Sub-Clause 3.8.

Form CON - 2
Historical Contract Non-Performance (Mandatory)

[The following table shall be filled in for the Applicant and for each partner of a Consortium or Joint Venture]

Applicant's Legal Name: [insert full name]

Date: [insert day, month, year]

Joint Venture Party Legal Name: [insert full name]

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

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

Non-Performing Contracts in accordance with Section II, Qualification Criteria and Requirements			
<input type="checkbox"/> Contract non-performance did not occur during the [number] years specified in Section II, Qualification Criteria and Requirements, Sub-Factor 2.1.	<input type="checkbox"/> Contract(s) not performed during the [number] years specified in Section II, Qualification Criteria and Requirements, requirement 2.1	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]
Pending Litigation, in accordance with Section II, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section II, Qualification Criteria and Requirements, Sub-Factor 2.2.	<input type="checkbox"/> Pending litigation in accordance with Section II, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.		

Year	Outcome as Percentage of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent)

[insert year]	[insert percentage]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Matter in dispute: [indicate main issues in dispute]	[insert amount]

Form FIN - 3.1
Financial Situation (Mandatory)

[The following table shall be filled in for the Applicant and for each partner of a Consortium or Joint Venture]

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

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

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

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

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

1. Financial data

Financial information in (US\$ equivalent in 000s)	Historic information for previous <u>_[five]</u> years, [insert in words] (US\$ equivalent in 000s)				
	Year 2021	Year 2022	Year 2023	Year 2024	Year 2025
Information from Balance Sheet					
Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					

2. Financial documents

The Applicant and its parties shall provide copies of the full account for [five] years pursuant to Section II, Qualifications Criteria and Requirements, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Applicant or partner to a Consortium or JV
- (b) be audited by a certified accountant.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the [five] years required above; and complying with the requirements.

Form FIN - 3.4
Average Annual Turnover (Mandatory)

[The following table shall be filled in for the Applicant and for each partner of a Consortium or Joint Venture]

Applicant's/Joint Venture Partner's Legal Name: *[insert full name]*

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

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

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

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

Annual turnover data (container terminal operation only)				
Year	Amount and Currency			US\$ equivalent
<i>[indicate year]</i>	<i>Terminal 1</i> <i>[insert amount and indicate currency]</i>	<i>Terminal 2</i> <i>[insert amount and indicate currency]</i>	<i>Terminal 3</i> <i>[insert amount and indicate currency]</i>	<i>[insert total amount in US\$ equiv.]</i>
Minimum average annual fish volume handled of 50,000 MT *				

* Minimum average annual fish volume handled of 50,000 MT calculated as total certified payments received for current terminal operation, divided by the number of years specified in Section II, Qualification Criteria and Requirements, Sub-Factor 3.4.

* Insert additional columns for as many terminals and operations

Form EXP - 4.2
Volume Handled (Annual)

(mandatory)

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

Applicant's/Joint Venture Partner's Legal Name: *[insert full name]*
Date: *[insert day, month, year]*
Applicant JV Party Legal Name: *[insert full name]*
ICB No. and title: *[insert ICB number]*
Page *[insert page number]* of *[insert total number]* pages.

[Identify contracts that demonstrate continuous handling of fish and fish products over the past 3 years pursuant to Section II, Qualification Criteria and Requirements, Sub-Factor 4.2. Attach relevant supporting documents.]

Starting Month / Year	Ending Month / Year	Contract Identification	Role of Applicant
<i>[indicate month/ year]</i>	<i>[indicate month/ year]</i>	Name of Port/Facility: <i>[insert name of Port]</i> Brief Description of the Operation performed and product handled by the Applicant: Annual Volume: <i>[insert amount in MTs]</i>	If the operated by a JV, please specify the role played each member.

Section IV. Eligible Countries

Eligibility for the Provision of Goods, Works, and Services to be procured.

1. GOK permits firms and individuals from all countries to offer concession services. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

- (i): as a matter of law or official regulation, Kenya prohibits commercial relations with that Country, provided that the GOK is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or
- (ii): 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 from that Country or any payments to persons or entities in that Country.

2. For the information, at the present time firms, goods and services from the following countries are excluded from this bidding:

- (a) With reference to 1. (i) of the above:

[insert list of countries prohibited under official regulations of the country]

- (b) With reference to 1. (ii) of the above:

[insert list of countries which are banned under UN Security Council Chapter VII]

PART 2 – Description of the Shimoni Fish Port



Section V. Description of Shimoni Fish Port

Background

KPA is mandated to regulate, develop, maintain and operate all scheduled seaports and inland waterways in Kenya. The Scheduled seaports along the Kenyan coastline include Kiunga, Lamu, Ngomeni, Malindi, Kilifi, Mtwapa, Mombasa, Funzi, Vanga and Shimoni ports. The Authority is developing Shimoni fish port, which is located off Wasini, an Island off the South Coast.

In 2012 KPA undertook a Masterplan for Small ports which provided the long-term development plan for small ports based on their socio-economic significance and anticipated cargo and traffic volumes as well as future development needs of the coastal region and the country. Shimoni fish port was among the small ports which had the highest economic viability, creating an opportunity for development.

In 2018 a feasibility study was undertaken for Shimoni fish port which recommended development and operations of the port under the PPP landlord model. In view of this, construction of the Port commenced in October 2022 and was completed in June 2025.

Shimoni port is one of the projects identified under the Kenya Vision 2030 to support exploitation of the Blue Economy resources for accelerated socio-economic development.

Potential of Sea Fishing in Kenya

Kenya's Exclusive Economic Zone (EEZ) lies within the richest tuna belt of the Southwest Indian Ocean, due to its geographical location and proximity within the upwelling region of this part of the Indian Ocean. Exploitation of this rich resource by the Kenyans has, however, been hindered by infrastructural limitations and appropriate fishing equipment and vessels (AFIPEK, 2016).

Kenya's marine fisheries are mainly exploited by foreign vessels which rarely land or declare their catches in the country. As a result, Kenya gains little economic revenue and on-land jobs from these valuable marine resources. With improved management, there is great potential for increasing the contributions of marine fisheries to Kenya's economic development (USAID, 2015).

Description of Shimoni Port Project

The construction of the Shimoni port was undertaken on a plot of land measuring approximately 1.64Ha with an expected annual handling capacity of 24,000 tonnes. Shimoni fish port has the following infrastructural facilities: -

- i. A modern jetty of 75m x 30m with a causeway of 7m wide x 135m long with draft of -8 metres
- ii. Fish processing plant with cold stores and ice-making plant.
- iii. Fish meal processing building
- iv. Wastewater management for fish processing
- v. Power substation with 500KVA Gen set,
- vi. High mast flood lighting
- vii. Minimal Security systems and ICT works
- viii. Ground and elevated water tanks
- ix. Gate houses
- x. Ablution blocks
- xi. An access road.

- xii. Pump house
- xiii. Port offices (Renovated).
- xiv. Boundary Wall

Proposed operational structure.

KPA envisages operations of a common-user Shimoni fish port under a Public Private Partnership (PPP) Landlord model. Under this structure, the operator of the port will be expected to offer the following services and any other services deemed necessary for the successful operations of a fish port and the fishing industry:

- 1. Loading and off-loading of cargo.
- 2. Storage.
- 3. Fish Processing.
- 4. Cold Storage services.
- 5. Ice Making.
- 6. Fish meal processing.
- 7. Waste-Water Treatment.
- 8. Provision of utilities (Water and shore Power).
- 9. Repairing fishing gears.

Further, the Operator will need to invest in the following services to facilitate port operations:

- 1. Acquire necessary equipment for loading and off-loading, handling, laundry, Processing etc.
- 2. Employ, train, and deploy staff.
- 3. Obtain requisite licenses.
- 4. Additional ICT infrastructure and systems to facilitate operations.
- 5. Provision of port security services for the facility.
- 6. Marketing the fishing port services.
- 7. Maintenance of Infrastructure and superstructures as may be agreed from time to time.

KPA as the Landlord will:

- i. Maintain the berth / jetty as will be agreed from time to time.
- ii. Coordinate any multi-agency collaboration activity in compliance with applicable Government regulations.

