

**REGISTRATION AND UPDATING OF SUPPLIERS FOR GOODS, SERVICES
AND WORKS FOR FINANCIAL YEARS 2026/2027 AND 2027/2028**

COMPANY NAME:

CATEGORY NO:

CATEGORY DESCRIPTION:

IF IN RESERVED GROUPS PLEASE INDICATE BELOW: (tick)

WOMEN

YOUTH

PERSONS WITH DISABILITY

TO:

THE KISIWA NATIONAL POLYTECHNIC

INSTITUTION TEL NO: 0110-096090

EMAIL: info@kisiwatech.co.ke

WEBSITE: www.kisiwanationalpoly.ac.ke

TABLE OF CONTENTS:

SECTION 1 Invitation to registration of suppliers

SECTION 2 Instruction to applicants

SECTION 3 Application forms

Form (I) Letter of Registration

Form (II) Confidential Business Questionnaire

Form (III) Capability and Competence

Form (IV) Supervisory Personnel

Form (V) Experience

Form (VI) Financial Capability

SECTION 4 Evaluation criteria

**MINISTRY OF EDUCATION
STATE DEPARTMENT FOR TECHNICAL, VOCATIONAL EDUCATION AND
TRAINING THE KISIWA NATIONAL POLYTECHNIC**



Knowledge and Skills for better life
P. O. BOX 657 – 50200, BUNGOMA (KENYA)
Cell Phone: 0110-096090
Email: info@kisiwatech.ac.ke or principal@kisiwatech.ac.ke

Website: www.kisiwanationalpoly.ac.ke

TENDER NOTICE

17TH APRIL, 2026

**TENDER REGISTRATION FOR SUPPLIERS FOR THE FINANCIAL YEARS
2026/2027 AND 2027/2028**

SECTION I – INVITATION TO REGISTRATION OF SUPPLIERS

1.1 The Kisiwa National Polytechnic invites sealed applications from interested, competent and eligible firms for the supply and delivery of goods, provision of services and works as listed below:

SUPPLY AND DELIVERY OF GOODS (CATEGORY A)

S/NO	TENDER NO.	ITEM DESCRIPTION	ELIGIBILITY
1	KISNAP/PROC/01/2026-2028	Supply & delivery of dry food stuffs mineral water, soft drinks and other packaged drinks	Open
2	KISNAP/PROC/02/2026-2028	Supply & delivery of beef & allied products	Open
3	KISNAP/PROC/03/2026-2028	Supply & delivery of chicken, eggs & fish	Special groups
4	KISNAP/PROC/04/2026-2028	Supply and delivery of green groceries, vegetables and fruits	Open
5	KISNAP/PROC/05/2026-2028	Supply & delivery of firewood and charcoal	Special groups
6	KISNAP/PROC/06/2026-2028	Supply & delivery of stationery and related items	Special groups
7	KISNAP/PROC/07/2026-2028	Supply & delivery of cleaning materials, detergents and disinfectants	Special groups
8	KISNAP/PROC/08/2026-2028	Supply & delivery of staff uniforms, protective wears, curtains beddings & other related materials	Special groups
9	KISNAP/PROC/09/2026-2028	Supply & delivery of hardware & plumbing materials and equipment	Open
10	KISNAP/PROC/10/2026-2028	Supply & delivery of Building materials-sand, ballast ,timber and allied materials	Open

11	KISNAP/PROC/11/2026-2028	Supply & delivery of electrical and electronic materials, fittings and equipment	Open
12	KISNAP/PROC/12/2026-2028	Supply & delivery of computers, laptops, printers, photocopiers, computer accessories and software.	Special groups
13	KISNAP/PROC/13/2026-2028	Supply & delivery of cereals	Special groups
14	KISNAP/PROC/14/2026-2028	Supply & delivery of medical & science laboratory equipment, reagents, apparatus and other related materials	Open
15	KISNAP/PROC/15/2026-2028	Supply & delivery of games uniforms, sportswear and other related equipment	Open
16	KISNAP/PROC/16/2026-2028	Supply & delivery of hospitality equipment i.e. cutlery, cookery kitchen equipment.	Open
17	KISNAP/PROC/17/2026-2028	Supply & delivery of farm inputs equipment and related materials	Open
18	KISNAP/PROC/18/2026-2028	Supply & delivery of fuel and lubricants	Open
19	KISNAP/PROC/19/2026-2028	Supply & delivery of human drugs and dressing materials	Open
20	KISNAP/PROC/20/2026-2028	Supply & delivery of motor vehicle Spare Parts; tyres, tubes, batteries etc.	Open
21	KISNAP/PROC/21/2026-2028	Supply & delivery of furniture, fittings and equipment	Open
22	KISNAP/PROC/22/2026-2028	Supply & delivery of newspapers	Open
23	KISNAP/PROC/23/2026-2028	Supply & delivery of security gadgets and equipment	Open
24	KISNAP/PROC/24/2026-2028	Supply & delivery of hairdressing and beauty therapy products and equipment	Open
25	KISNAP/PROC/25/2026-2028	Supply & delivery of textbooks and reference materials	Open
26	KISNAP/PROC/26/2026-2028	Supply & delivery of alcoholic drinks	Special groups
27	KISNAP/PROC/27/2026-2028	Supply and delivery of firefighting equipment	Open
28	KISNAP/PROC/29/2026-2028	Supply & delivery of automotive, mechanical and welding materials and equipment	Open

PROVISION OF WORKS AND SERVICES (CATEGORY B)

S/NO	TENDER NO.	ITEM DESCRIPTION	ELIGIBILITY
29	KISNAP/PROC/29/2026-2028	Provision of printing services	Open
30	KISNAP/PROC/30/2026-2028	Provision of internet and network maintenance; website design, hosting and maintenance services	Open
31	KISNAP/PROC/31/2026-2028	Provision of security services	Open
32	KISNAP/PROC/32/2026-2028	Provision of sanitary services	Special groups
33	KISNAP/PROC/33/2026-2028	Provision of students and motor vehicles insurance services	Open
34	KISNAP/PROC/34/2026-2028	Provision of repair services and maintenance of ICT equipment i.e. photocopiers, printers, computers etc.	Special groups
35	KISNAP/PROC/35/2026-2028	Provision of consultancy services	Open
36	KISNAP/PROC/36/2026-2028	Servicing and maintenance of fire extinguishers	Special groups
37	KISNAP/PROC/37/2026-2028	Provision of motor vehicle repairs, body works and servicing	Open
38	KISNAP/PROC/38/2026-2028	provision of minor repairs, renovations, paintings, signwriting and labeling services	Special groups
39	KISNAP/PROC/39/2026-2028	Provision of small works, building construction, general civil work and plumbing works	Special groups
40	KISNAP/PROC/40/2026-2028	Provision of spraying and fumigation services	Special groups
41	KISNAP/PROC/41/2026-2028	Provision of catering and hospitality services; Event management services and day conference facility on-as and when required basis	Open
42	KISNAP/PROC/42/2026-2028	Provision of marketing and advertisement services	Open
43	KISNAP/PROC/43/2026-2028	Provision of veterinary and related services	Open

Interested and eligible candidates may obtain further information from The Kisiwa National Polytechnic (Procurement office during normal working hours).

NOTE: Interested bidders **MUST** attach documentary evidence of the following:

1. All suppliers **MUST** register to the Electronic Government Procurement System-Portal (e-GP Portal) and attach proof of the same- Mandatory.
2. Certificate of registration /incorporation
3. Current copy of VAT and PIN certificate from KRA
4. Current single business permit
5. KRA Tax compliance certificate
6. Detailed company/ business profile
7. Copy of original payment receipts for bought tenders
8. Candidates applying for Insurance Service tender must attach current certificate from Insurance Regulatory Authority (IRA)
9. Recommendation letters from at least three (3) clients
10. Copy of AGPO Certificate for special groups.

Complete set of tender document may be obtained by interested candidate upon payment of non-refundable fee of Kshs.1, 000. Payment should be made to The Kisiwa National Polytechnic **Accounts Office.**

The document may be downloaded free of charge from the Institution website.

www.kisiwanationalpoly.ac.ke

Applicants who download the tender documents must immediately email their names, contacts, details and tender number to info@kisiwatech.ac.ke for registration purposes.

Complete tender/pre-qualification documents are to be enclosed in plain sealed envelope clearly marked with tender reference number and category but no indication of the applicant should be deposited in the tender box at the administration block addressed to:

The Chief Principal/Secretary BOG

The Kisiwa National Polytechnic

P.O Box 657-

50200

BUNGOMA

So as to be received on or before **16th June, 2026 at 10:00AM.**

Tender opening shall take place immediately thereafter in the presence of bidders or representatives who choose to attend in the Institute boardroom. Any canvassing or giving false information will lead to automatic disqualification.

NOTE: Firms registered under with the national treasury under access to Government Procurement opportunities are encouraged to apply. All total quoted prices must include 16% vat and a capacity building levy of 0.03% of the contract price.

THE KISIWA NATIONAL POLYTECHNIC IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT DISCRIMINATE ON GENDER, AGE AND PERSONS LIVING WITH DISABILITY.

- 1.2 Documents containing detailed instructions and requirements may be downloaded from the The Kisiwa National Polytechnic website www.kisiwatech.ac.ke free of charge. Applicant who downloads the tender and registration documents MUST immediately email their names, contact details and tender number to info@kisiwatech.ac.ke

Those wishing to register in more than one category will be required to download documents for each category.

NOTE:

- i. Submission of the names shall be continuous and the registration list shall be updated periodically as prescribed in the regulations and the Public Procurement and Asset Disposal ACT 2015.
- ii. Reserved is open to youth, women and persons with disability only.
- iii. In the open category; Youth, women and persons with disability are eligible to participate.
- iv. Tenderer/bidders must serialize/number all the pages and copies of documents attached and indicate the documents submitted on their own attached table of contents.
- v. All attachments shall be from the last page of this document, starting with the tenderer table of contents and all paged.

SECTION II – INSTRUCTION TO APPLICANTS

2.1 Introduction

The Kisiwa National Polytechnic referred to as the procuring entity intends to register suppliers for the mentioned goods, services and small works.

- 2.1.2 Registration is open to eligible firms and voluntary formed ventures as indicated in appendix instruction to applicants. Suppliers registered with Registrar of companies under the laws of Kenya in respective services are invited to submit their registration documents to the Principal The Kisiwa National Polytechnic so that they may be registered for submission of a quotation/tender for the provision of goods, works and services.
- 2.1.3 Prospective suppliers and contractors must have carried out successful delivery of similar services to Government/corporate/institutions of similar size. Potential suppliers/contractors must demonstrate the willingness and commitment to meet the registration criteria.

2.2 Submission of application

- 2.2.1 Applications for registration shall be submitted in a plain sealed envelope marked with the category name and reference number and deposited in the Tender Box located at the Administration Block, The Kisiwa National Polytechnic or be addressed and posted by registered mail to:

**The Chief Principal /Secretary
BOG The Kisiwa National
Polytechnic
P.O Box 657-
50200
BUNGOMA**

So as to be received on or before **16th June, 2026**. Late applicants will be returned unopened.

- 2.2.2 The tender prepared by the tenderer, as well as correspondence and documents relating to the tender, exchanged by the tenderer and the Procuring entity, shall be written in English language.
- 2.3 Eligibility of applicants
- 2.3.1 This invitation for the registration is open to all candidates who are eligible as defined in the Kenya Public Procurement Law and Regulations.
- 2.3.2 The Kisiwa National Polytechnic employees, committee members, board members and their

relatives' (spouse and children) are not eligible to participate.

- 2.3.3 Any public owned sector or Company may be eligible to qualify if in addition to meeting all the above requirements, it is not a dependent agency of another public entity.

2.4 **Qualification Criteria**

- 2.4.1 The attached questionnaire forms described are to be completed by respective suppliers/contractors who wish to be registered as suppliers.
- 2.4.2 The registration application forms if not filled out completely and submitted in the prescribed manners will not be considered. All the documents that form part of the proposal must be written in English.
- 2.4.3 **General experience:** The applicant shall meet the following minimum criteria:
- 2.4.4 **The audited accounts: The supplier's financial condition will be determined by the last two years** audited financial statement submitted with the application documents as well as letters of reference from previous performances. Potential suppliers/contractors will be prequalified on the satisfactory information given.
- Special consideration will be given to the financial resources available as working capital, taking into account the amount of uncompleted orders on contract and now in progress. Potential bidders shall provide evidence to execute the contract.
- 2.4.5 **Litigation history:** the applicant should provide accurate information about litigation or arbitration resulting from contracts completed or uncompleted under its execution.
- 2.4.6 **Past Performance:** will be given due to consideration in registration of suppliers. Letters of reference from past customers should be included.
- 2.4.7 **Statement:** application must include a sworn statement by the tenderer ensuring the accuracy of the information given.
- 2.4.8 **Business premises:** The firm must have a fixed Business premises and must be registered in Kenya with certificate of Registration, Incorporation/Memorandum and articles of Association. Copies must be attached.
- 2.4.9 The firm must show proof that it has paid all its statutory obligations and have a Valid Tax Compliance or exemption Certificate.
- 2.4.10 Youth, Women and people with disability registered with the Treasury under Access to Government Procurement Opportunities must submit a copy of the AGPO registration certificate for the respective category.

SECTION III: APPLICATION FORMS.

Form I LETTER OF REGISTRATION

REGISTRATION CATEGORY REF NO:

CATEGORY

DESCRIPTION..... To:

The Chief Principal /Secretary BOG

The Kisiwa National Polytechnic

P.O Box 657- 50200 BUNGOMA

Dear Sir:

1. **Having examined the application documents including Addenda No/s**of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver goods, works or services to The Kisiwa National Polytechnic and as may otherwise be directed (**Category** **Number** **an** **d** **name**).....
..... and in conformity with the said application documents all or part of the items/supply/services/works in this category or such other items that may be required and are within our capability to supply.
2. We undertake if our application is acceptable to deliver goods/services in accordance with the delivery schedule of requirement or official order signed by authorized officer/s of the Institution.
3. We agree to abide by this application for the period of processing the applications and prepared and executed, this application together with acceptance thereof shall constitute a binding agreement between us.
4. We understand
 - a. That this is not a tender or quotation but an application for consideration to be Registered as The Kisiwa National Polytechnic Supplier for the period between **1st July 2026** and **30th June 2028**
 - b. That you are not bound to accept this application or any other that you may receive.
5. We have attached to this application copies of original documents of:
 - a) Registration/ incorporation certificate
 - b) PIN Certificate
 - c) VAT Certificate

- d) Valid tax compliance certificate
- e) Audited account for the last two (2) financial years OR
- f) Bank statement of the last six (6) months (special groups)
- g) Proof of registration on the Electronic Government Procurement System-Portal (e-GP Portal).

We make this application with full understanding that:

- i. Bids by registered applications will be subject to verification of all information submitted.
- ii. The Kisiwa National Polytechnic reserves the right to accept or reject any application, cancel the registration process and reject all applications.
- iii. Request for quotations and bids will only be called from registered bidders who meet the requirements.

The undersigned declare that the statements made and information provided in the duly completed application are complete made, true and correct in every detail.

Sign **and** **stamp**

..... **Witnessed**

by

Designation

..... **Date**

.....

Form II – CONFIDENTIAL BUSINESS QUESTIONNAIRE

S/no	Name of The Firm:
1.	Postal Address
2.	Office Telephone No: Mobile No:
3.	Email Address: Website :
4.	Physical Address. Location Street/Plot Number and Building
5.	Legal Status (Partnership/Sole/Company)
6.	Company Registration No/Registration of Business/Legal Notice (Fill and attach Copy) Year of Registration/Incorporation:
7.	VAT Registration No: (Fill and Attach Copy)
8.	PIN Certificate No: (Fill and Attach Copy)
9.	Current Tax Compliance Certificate/VAT Exemption Certificate (Attach Copy)
10.	Current Trade License (Fill and attach Copy)
11.	Nature of Business
12.	AGPO Certificate No:
13.	Your Credit Terms: (Credit Period)
14.	Maximum Value of Business You Can Handle at a Time Kshs.
15.	Registration on the Electronic Government Procurement System-Portal (e-GP Portal) Number:

Company profile (attach copies)

A. Nature of the company (sole proprietorship, partnership or registered company)

Name of Directors/Partners/Owners

1. **Name****Nationality****ID/Passport No.**.....
2. **Name****Nationality****ID/Passport No.**.....
3. **Name****Nationality****ID/Passport No.**.....
4. **Name****Nationality****ID/Passport No.**.....

B. Contact persons:

1. NameNationalityID/Passport No.....
2. NameNationalityID/Passport No.....
3. NameNationalityID/Passport

No..... **Form III**

CAPABILITY AND COMPETENCE TO DELIVER GOODS, SERVICES AND SMALL WORKS

1. Products/services you want to be considered to supply.....
2. Number of staff
3. Are you a manufacture/wholesaler/retailer or distributor.....
4. What is your average response time to request for quotation/proposal?
.....
5. What is your average response time delivery of goods/service after issuance of a purchase order/s?
.....
.....
6. Have you at any time been requested for the supply of goods and services and failed to return the quotation without assigning reason for your action?
.....
.....
7. If you are a current or previous supplier of goods and services to The Kisiwa National Polytechnic, have you at one time been issued with a purchase order and failed to supply goods within the agreed time or supplied inferior goods not within the specifications?
.....
.....
.....
8. Indicate the maximum amount of business with (in financial terms) your company can handle at any time
Kshs.....

Form IV – SUPERVISORY PERSONNEL

It shall include specific positions essential to contract implementation. The applicants shall provide the names of the personnel qualified to meet the specific requirement stated for each position.

Provide a list of your key personnel and particulars:

Name	Age	Gender	Position/Job Title	Academic Qualification	Professional Qualification

{Attach copies of certificate/CVs of key personnel in the organization}

Form V: EXPERIENCE

I. Number of years the company has been in operation..... **Referees:**

Applicant's three reputable clients in the last 3 years (filled, signed and rubber stamped by the clients)

1. Name of
company.....
Postal
address.....
Contact
person.....
Signature
.....
Company rubber stamp
.....

2. Name of
company.....
Postal
address.....
Contact
person.....
Signature
.....
Company rubber stamp
.....

3. Name of
company.....
Postal
address.....
Contact
person.....
Signature
.....
Company rubber stamp
.....

Applicants must attach proof of experience relevant to the category they choose to apply. They may attach any of the following documents:

- i. Copies of LPOs
- ii. Letter of award
- iii. Completion certificates
- iv. Signed contract

Form VI – FINANCIAL CAPABILITY

Name of applicants.....

You are required to demonstrate that the company’s financial positions is healthy enough to enable you transact business with The Kisiwa National Polytechnic by showing it has the access to or has available liquid assets, unencumbered real assets; lines of credit and other financial means sufficient to meet the supply cash flow for a period of twelve months (provide audited accounts or banks statements for the last six months)

- 1) **Attach a copy of firm’s two audited accounts/certified financial statements** giving summary of assets and current liabilities/ or any other financial support.
- 2) Credit period: please indicate the credit period you are willing to offer The Kisiwa National Polytechnic
- 3) Annual turnover: what is your annual turnover?
- 4) Banker Name of the bank

..... Address of
the Banker.....

Telephone

No.....

Contact Name and

Title..... Email

Address.....

PROCLAMATION /SWORN STATEMENT/ DECLARATION (To Be Certified By Commissioner of Oaths)

I/We the undersigned, state that ALL the information we have given provided in this document is correct/ accurate to the best of our knowledge and that I/We give The Kisiwa National Polytechnic authority to seek any reference it may deem vital carrying out their evaluation. I/We also hereby declare that the company is not debarred from participating in ay procurement proceeding.

Name _____ of _____
applicant.....Designation.....Signature.....

Witnessed
by.....Designation.....Signature.....

Official rubber stamp

State if you have any relationship with The Kisiwa National Polytechnic employee (which relationship)

.....
.....

..... Information submitted

by..... Title

.....

.... Signature

.....

Stamp

.....

..

DETAILS OF LITIGATIONS OR ARBITRATION PROCEEDINGS IN WHICH THE TENDERER IS INVOLVED AS ONE OF THE PARTIES (certified by commissioner of oaths)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

9 _____

10 _____

SECTION V – EVALUATION CRITERIA (PRELIMINARY STAGE)

Evaluation criteria for AGPO (Registered Special Groups for Women, Youth and people with disability)

S/No	MANDATORY REQUIREMENT
1.	Valid certificate of incorporation/Business Registration
2.	VAT/PIN Certificate for Organization
3.	Certificate of registration of Youth Women and people with disability owned business enterprises(AGPO Certificate)
4.	Current /Valid Tax Compliance Certificate
5.	Dully filled confidential business questionnaire with disclosure of directors/ partners/sole proprietors
6.	Registration on the Electronic Government Procurement System-Portal (e-GP Portal) Number:

All these documents must be submitted for the company or organization to be registered as a supplier.

Evaluation criteria for open groups

Mandatory requirements

S/No	MANDATORY REQUIREMENT
1.	Company Registration Certificate (Registration Certificate/ Certificate of Incorporation)
2.	VAT/PIN Certificate for Organization
3.	Valid trading License/Permit
4.	Current /Valid Tax Compliance Certificate
5.	Dully filled confidential business questionnaire with disclosure of directors/ partners/sole proprietors
6.	Registration on the Electronic Government Procurement System-Portal (e-GP Portal) Number:

The suppliers who do not satisfy any of the above requirements shall be considered Non-Responsive and their tenders will not be evaluated further.

Technical evaluation

S/No	REQUIREMENTS	POINTS
1	Copies of audited accounts for the last 2 years Copies attached 10 Copies not attached 0	10
2	Reference letters from 3 main Clients Attached 20 Copies not attached 0	20
3	Credit period to be extended to The Kisiwa National Polytechnic 30 Days 5 60 Days 10 90 Days 20	20
4	Proclamation /sworn statement. Fully filled, signed and rubber stamped 10 Not filled 0	10
5	Supply capacity: Maximum volume of business one can handle on one order 4 Million and above 20 2-4 Million 15 1-2 Million 10 0.5-1 Million 5 Less than 0.5 Million 1	20
6	Name, address and telephone of Tenders banks. Provide 10 Not provided 0	10
7	Attached documents arranged in the prescribed format Documents in prescribed format 10 Documents not in the prescribed format 0	10
	TOTAL POINTS	100

NOTE: Applicants must attain 70% points to qualify for any subsequent evaluation for special groups applicants must attain 30+ points to proceed to the next stage of evaluation.

The evaluation team may verify the information given by the tenderer and may visit the premises of the applicants for more proof as part of evaluation process.

OFFICIAL STAMP AND SIGNATURE OF THE TENDERER

PRESCRIBED FORMAT OF ATTACHED DOCUMENT

1. Proof of registration on the Electronic Government Procurement System-Portal (e-GP Portal).
2. Registration certificate of company or Company Certificate of incorporation
3. VAT/PIN Registration Certificate
4. Business Permit with relevant County Government
5. Tax compliance certificate
6. Confidential Business Questionnaire
7. Annual audited financial reports for the last three (3) years certified by the Commissioner of Oaths.
8. Reference letters from at least three (3) Clients
9. Financial capability form
10. Proclamation /Sworn Statement
11. Litigation History signed by the Commissioner of Oaths
12. Capability and Competence to Deliver Goods, Services and Small Works form
13. Evidence of financial resources (cash in hand, lines of credit, overdraft etc)
14. Name, Address and Telephone of Contractor's Banks

REQUIREMENTS FOR PROVISION OF SECURITY SERVICES
TENDER NO. KISNAP/PROC/31/2026-2028

APPENDIX TO THE PREFACE

GUIDELINES FOR PREPARATION OF TENDER DOCUMENTS

1. GENERAL

- 1.1 Page 1 (The Heading of the Document), the Preface and the Appendix shall not be included in the Document to be issued to Tenderers. The Document to be issued to Tenderers shall start with the page titled “This Page, NAME, LOGO AND ADDRESS OF THE PROCURING ENTITY, NAME AND IDENTIFICATION OF TENDER”, including all the other material on the page completed appropriately.
- 1.2 If in the course of preparing a Tender Document or evaluating a tender/tenders following the criteria in the standard tender document, a Procuring Entity finds a provision it does not understand, it shall contact PPRA for clarifications before it changes anything, otherwise it will be considered as violating procurement rules.
- 1.3 The Procuring Entity should confirm that the service to be procured is in its approved Procurement Plan and budgeted for. It should also confirm the estimated cost of the contract(s), including the estimated time for executing the contract. The cost estimate helps the Procuring Entity determine the applicable procurement method to be used and the determination if the lowest evaluated cost is unrealistically too low or too high. Prior to finalizing the Tender Document; it is advisable for the Procuring Entity to recheck these estimates.
- 1.4 The estimates must be prepared by an expert in the field of the subject contract i.e.by Engineers, IT Specialists, or Procurement Specialists, or other experts depending on the items to be procured. The Estimates should be based on current market prices or on data collected by the Procuring Entity based on past (*but not historic*) contracts.
- 1.5 The purpose of the estimates is to enable the Procuring Entity determine amounts of money to be inserted in the Tender Document for:

- i) The Tender Security to be inserted in the Tender Document *should be expressed in absolute value which should not be more than 2% of the tender as valued by the Procuring Entity. It is advisable that the larger the estimated contract value, the smaller the required percentage of the tender security.*
- ii) The minimum amount of money required for the tenderer to demonstrate that the tenderer has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the contract execution cash flow requirements, net of the Tenderer's other commitments. *Usually, the assets should be about 2-3 months cash flow requirements based on the estimated completion time.*
- iii) The minimum amount of money required as an average annual turnover for the tenderer to demonstrate that the tenderer is a prime service provider. *Usually, the minimum amount of money is about 2.50 times the estimated cost of the contract(s).*
- iv) The amount of money required to determine specific experience of the tenderer based on the minimum size of contract(s) substantially completed and that are similar to the proposed contract. *Normally the minimum amount of money required is about 80% of the estimated cost of the contract.*

2 PART 1 - TENDERING PROCEDURES

i) **Section I-Instructions to Tenderers (ITT)**

This Section provides relevant information to help tenderers prepare their tenders. Information is also provided on the submission, opening, and evaluation of tenders and on the award of Contracts. Section I contains provisions that are to be used without modification by the Procuring Entity or by a Tenderer.

ii) *Section II-Tender Data Sheet (TDS)*

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Tenderers. This section shall be completed appropriately by the Procuring Entity and not by a Tenderer. In any case, the Procuring Entity shall not add any item in the TDS not included in the Standard Tender Document.

iii) *Section III - Evaluation and Qualification Criteria*

This Section specifies the criteria to determine the Lowest Evaluated Tender that would be considered for contract award; that is the tenderer that meets the qualification criteria and whose tender has been determined to be:

- a) Substantially responsive to the bidding document, and
- b) The lowest evaluated cost.

No other criterion shall be added by the Procuring Entity. Some parts of this section may be omitted by the Procuring Entity (and not by a Tenderer) to suit the subject procurement. For example, in some cases evaluation may not include Margin of Preference, so any reference to considerations for Margin of Preference will be omitted. The Procuring Entity will complete the parts of the Criterion only as guided and allowed in this section. For example, if the criterion provides “Post qualification and Contract ward” and lists an item that says “Other conditions.....” the Entity shall only include the conditions that are allowed in the Standard Tender Document.

iv) *Section IV – Tendering Forms*

This Section includes the Form of Tender and other forms to be submitted; e.g., priced Schedules of Requirements, Bills of Quantities, Schedules of technical proposal, including technical and financial qualifications, personnel, financial resources, equipment, Tender Security and others to be completed and submitted by the Tenderer as part of its Tender.

3 *PART 2–PROCUREMENT ENTITY'S REQUIREMENTS*

This Section contains the Procuring Entity's Schedules of Requirements, Specifications, Drawings, and supplementary information that describe the items to be procured. The Requirements shall also include (if so required) the environmental, social, health and safety requirements to be satisfied by the Tenderer in executing the contract.

4 *PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS*

i) **Section VI - General Conditions of Contract (GCC)**

This Section contains the general clauses to be applied in all contracts. This Section contains provisions that are to be used without modification by the Procuring Entity or by a Tenderer.

ii) *Section VII - Special Conditions of Contract (SCC)*

The contents of this Section supplement the General Conditions of Contract and shall be prepared by the Procuring Entity.

iii) *Section VIII - Contract Forms*

This Section contains forms which, once completed, will form part of the Contract. The forms, when required, shall only be completed by the successful Tender after Contract award.

TENDER DOCUMENTS FOR
PROVISION OF SECURITY SERVICES

1) NAME AND CONTACT ADDRESSES OF PROCURING ENTITY

Name: THE KISIWA NATIONAL POLYTECHNIC

Address: P.O. BOX 657-BUNGOMA

Email address: info@kiswatech.ac.ke cc procurement@kiswatech.ac.ke

2) Invitation to Tender (ITT) No. KISNAP/PROC/31/2026-2028

3) Tender Name: PROVISION OF SECURITY SERVICES FOR THE FY:2026/2027

INVITATION TO TENDER

PROCURING ENTITY: THE KISIWA NATIONAL POLYTECHNIC

**CONTRACT NAME AND DESCRIPTION: PROVISION OF SECURITY SERVICES FOR THE
FY:2026/2027 KISNAP/PROC/31/2026-2028**

1. The *Kisiwa National Polytechnic* invites sealed tenders for the provision of services, SECURITY SERVICES AT THE KISIWA NATIONAL POLYTECHNIC FOR FY: 2026-2027.
2. The prequalification will be conducted under open competitive method using this tender document.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours **8:00AM to 5:00PM** at the address given below. More details on the Services are provided in **PART 2 - Services' Requirements**, Section V - Description of Services of the Tender Document.
4. A Complete set of tender document may be obtained by interested candidate upon payment of non-refundable fee of Kshs.1, 000. Payment should be made to The Kisiwa National Polytechnic **Accounts Office**. The document may be downloaded free of charge from the Institution website: www.kisiwanationalpoly.ac.ke

Applicants who download the tender documents must immediately email their names, contacts, details and tender number to info@kisiwatech.ac.ke for registration purposes.
5. Tender documents obtained electronically will be free of charge.
6. Tender documents may be viewed and downloaded for free from the website www.kisiwanationalpoly.ac.ke. Tenderers who download the tender document must forward their particulars immediately to info@kisiwatech.ac.ke to facilitate any further clarification or addendum.
7. All Tenders must be accompanied by Original valid Tender Security amounting to Kenya Shillings One Hundred and Forty Four Thousand Only (Kshs. 144, 000.00) in form of a Bank guarantee from a bank licensed and operating in Kenya or a guarantee from an Insurance Company registered with the Insurance Regulatory Authority (IRA) and listed by the Public Procurement Regulatory Authority (PPRA), valid for thirty (30) days beyond the validity of the tender (126 days).
8. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
9. Completed tenders must be delivered to the address below on or before **16th June, 2026 AT 10:00AM**. Electronic Tenders **will not** be permitted.
10. Tenders will be opened immediately after the deadline date and time specified above. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
9. Late tenders will be rejected.
10. A pre-arranged site visit is necessary at The Kisiwa National Polytechnic.

11. The addresses referred to above are:

A. Address for obtaining further information and for purchasing tender documents

THE KISIWA NATIONAL POLYTECHNIC

P.O.BOX 657-50200

BUNGOMA

EMAIL: info@kisiwatech.ac.ke cc procurement@kisiwatech.ac.ke

B. Address for Submission of Tenders.

THE KISIWA NATIONAL POLYTECHNIC

P.O.BOX 657-50200

BUNGOMA

DROP AT THE TENDER BOX IN THE ADMINISTRATION BLOCK

C. Address for Opening of Tenders.

THE KISIWA NATIONAL POLYTECHNIC

P.O.BOX 657-50200

BUNGOMA

VENUE: INSTITUTION BOARDROOM

Authorized Official

THE KISIWA NATIONAL POLYTECHNIC

THE CHIEF PRINCIPAL

Signature _____

Date _____

PART 1 - TENDERING PROCEDURES

SECTION I -INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

- 1.1 This tendering document is for the delivery of Non-Consulting Services, as specified in Section V, Procuring Entity's Requirements. The name, identification and number of this tender are specified in the **TDS**.

2. Throughout this tendering document:

- 2.1 The terms:
- a) The term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if specified **in the TDS**, distributed or received through the electronic- procurement system used by the Procuring Entity) with proof of receipt;
 - b) if the contexts or esquires, “singular” means “plural” and vice versa; and
 - c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.
- 2.2 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date provided **in the TDS**.

3. Fraud and Corruption

- 3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015 (the Act), Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.
- 3.3 **Unfair Competitive Advantage** - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **TDS** and make available to all the firms together with this tender document all Information that would in that respect gives such firm any unfair competitive advantage over competing firms.

- 3.4 Unfair Competitive Advantage-Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. The Procuring Entity shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

4. Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned entity or institution subject to ITT 4.6, 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 Form 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 Tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a sub contract or 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 **TDS**.
- 4.2 Public Officers, of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse in which they have a substantial or controlling interest shall not be eligible to tender or be awarded contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b Receives or has received any direct or indirect subsidy from another Tenderer; or
 - c has the same legal representative as another Tenderer; or
 - d has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
 - e or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Tender; or
 - f or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
 - g would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2. 1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - h has a close business or family relationship with a professional staff of the Procuring Entity or of the project implementing agency, who:

- i. are directly or in directly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or
 - ii. Would be involved in the implementation or supervision of such contract unless the conflicts teeming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.
- 4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member may participate as a sub-contractor in more than one Tender.
- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4 .9.
- 4.6 A Tenderer that has been sanctioned by PPRA or are under a temporary suspension or a debarment imposed by any other entity of the Government of Kenya shall be ineligible to be pre-qualified for, initially selected for, tender for, propose for, or be awarded a contract during such period of sanctioning. The list of debarred firms and individuals is available at the PPRA Website www.ppra.go.ke
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they: (i) are legally and financially autonomous; (ii) operate under Commercial law; and (iii) are not under supervision of the Procuring Entity.
- 4.8 Firms and individuals may be ineligible 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 take under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person or entity in that country.
- 4.9 A Tenderer shall be deemed to have the nationality of a country if the Tenderer 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. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
- 4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in “*SECTION III-EVALUATION AND QUALIFICATION CRITERIA, Item 9*”.
- 4.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not sub contract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 4.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website

- 4.13 A Tenderer may be considered ineligible if he/she offers 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.
- 4.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate is sued by the Kenya Revenue Authority.

5 Qualification of the Tenderer

- 5.1 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.3, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. Contents of Tendering Document

6 Sections of Tendering Document

- 6.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 10.

PART 1: Tendering Procedures

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tender Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

PART 2: Procuring Entity's Requirements

- v) Section V-Procuring Entity's Requirements

PART 3: Contract

- vi) Section VI - General Conditions of Contract (GCC)
- vii) Section VII - Special Conditions of Contract (SCC)
- viii) Section VIII - Contract Forms

- 6.2 The Invitation to Tender (ITT) notice or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.
- 6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

1. *Site Visit*

- 7.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering in to a contract for the Services. The costs of visiting the Site shall be at the Tenderer's own expense.

8 *Pre-Tender Meeting*

- 8.1 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender site visit will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.
- 8.3 Minutes of the pre-Tender meeting and the pre-arranged pre tender visit of the site of the service, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT6.3. Minutes shall not identify the source of the questions asked.
- 8.4 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the service at the web page identified **in the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9 *Clarification of Tender Documents*

- 9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting and the pre- arranged pretender visit of the site of the Service if provided for in accordance with ITT 8.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the webpage identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 8.4.

10 *Amendment of Tender Documents*

- 10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.

- 10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.4.
- 10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below.

C. Preparation of Tenders

11 Cost of Tendering

- 11.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

12 Language of Tender

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

13 Documents Comprising the Tender

- 13.1 The Tender shall comprise the following:

- a **Form of Tender** prepared in accordance with ITT 14;
- b **Schedules:** priced Activity Schedule completed in accordance with ITT 14 and ITT 16;
- c **Tender Security or Tender-Securing Declaration** in accordance with ITT 21.1;
- d **Alternative Tender:** if permissible in accordance with ITT 15;
- e **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
- f **Qualifications:** documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g **Tenderer's Eligibility:** documentary evidence in accordance with ITT 19 establishing the Tenderer's eligibility to Tender;
- h **Conformity:** documentary evidence in accordance with ITT 18, that the Services conform to the tendering document; and
- i Any other document required in the **TDS**.

The Tenderer shall chronologically serialize pages of all tender documents submitted.

- 13.2 In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.
- 13.3 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

14 Form of Tender and Activity Schedule

- 14.1 The Form of Tender and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 22.3. All blank spaces shall be filled in with the information requested.
- 14.2 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

15 Alternative Tenders

- 15.1 Unless otherwise indicated **in the TDS**, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Best Evaluated Tender shall be considered by the Procuring Entity.
- 15.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the TDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 15.3 When specified **in the TDS**, Tenderers are reminded to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the TDS**, as will the method for their evaluating, and described in Section VII, Procuring Entity's Requirements.

16. Tender Prices and Discounts

- 16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Activity Schedule (s) shall conform to the requirements specified below.
- 16.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).
- 16.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Tenderer.
- 16.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender in accordance with ITT 16.1.
- 16.5 The Tenderer shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Procuring Entity's Requirements. Items for which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

- 16.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.
- 16.7 If provided for **in the TDS**, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and / or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 16.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Tenderer in the form of Appendices D and E to the Contract.

17 Currencies of Tender and Payment

- 17.1 The currency of the Tender and the currency of payments shall be Kenya Shillings.

18 Documents Establishing Conformity of Services

- 18.1 To establish the conformity of the Non-Consulting Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Procuring Entity's Requirements.
- 18.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Procuring Entity's Requirements.
- 18.3 Tender 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 Service provider or group of service providers 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 tenderers, and thereby help to prevent any corrupt influence in relation to the procurement processor contract management.
- 18.4 The purpose of the information described in ITT 18.3 above, overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer 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 a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 18.4 The Tenderer 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 tenderer under ITT18.3. 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.

- 18.6 All information provided by the tenderer 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 Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 18.7 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 18.8 If information submitted by a tenderer 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 tenderer in relation to the procurement or contract management process, then:
- i) If the procurement process is still on going, the tenderer will be disqualified from the procurement process,
 - ii) if the contract has been awarded to that tenderer, the contract award will be set aside, pending the outcome of (iii),
 - iii) The tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.
- 18.9 If a tenderer submits information pursuant to these requirements that is in complete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 18.9 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

19 Documents Establishing the Eligibility and Qualifications of the Tenderer

- 19.1 To establish Tenderer's their eligibility in accordance with ITT4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 19.2 The documentary evidence of the Tenderer's qualification stopper form the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 19.3 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed methodology, work plan and schedule.
- 19.4 In the event that pre-qualification of Tenderers has been undertaken, only Tenders from prequalified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.
- 19.5 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

20 *Period of Validity of Tenders*

- 20.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 24.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT20, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

21 *Tender Security*

- 21.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.
- 21.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 21.3 If a Tender Security is specified pursuant to ITT 21.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:
- i) cash;
 - ii) a bank guarantee;
 - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
 - iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,
- 21.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.
- 21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.
- 21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- a. If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereof provided by the Tenderer; or
 - b. if the successful Tenderer fails to:
 - c. sign the Contract in accordance with ITT 46; or
 - d. Furnish a performance security in accordance with ITT 47.

- 21.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.
- 21.9 The Tender Security or Tender-Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender security or Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 13.2.
- 21.10 A tenderer shall not issue a tender security to guarantee itself.

22 *Format and Signing of Tender*

- 22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13, bound with the volume containing the Form of Tender, and clearly marked “Original. “In addition, the Tenderer shall submit copies of the Tender, in the number specified **in the TDS**, and clearly marked as “Copies. “In the event of discrepancy between them, the original shall prevail.
- 22.2 Tenderers shall mark as “CONFIDENTIAL “information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 22.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified **in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 22.4 In case the Tenderer is a JV, the Tender 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 representatives.
- 22.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. *Submission and Opening of Tenders*

23 *Sealing and Marking of Tenders*

- 23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:
- a. in an envelope or package or container marked “ORIGINAL”, all documents comprising the Tender, as described in ITT13; and
 - b. in an envelope or package or container marked “COPIES”, all required copies of the Tender; and

- c. if alternative Tenders are permitted in accordance with ITT15, and if relevant:
 - i. in an envelope or package or container marked “ORIGINAL–ALTERNATIVE TENDER”, the alternative Tender; and
 - ii. in the envelope or package or container marked “COPIES- ALTERNATIVE TENDER”, all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

- a) Bear the name and address of the Procuring Entity.
- b) Bear the name and address of the Tenderer; and
- c) Bear the name and Reference number of the Tender.

23.2 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

24 *Deadline for Submission of Tenders*

24.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.

24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

25 *Late Tenders*

25.1 The Procuring Entity shall not consider any Tender that arrives after the dead line for submission of Tenders, in accordance with ITT 24. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned un opened to the Tenderer.

26 *Withdrawal, Substitution and Modification of Tenders*

26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by a n authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) Prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

26.2 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.

26.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

27 Tender Opening

- 27.1 Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend.
- 27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.
- 27.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 27.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.
- 27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified **in the TDS**.
- 27.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT25.1).
- 27.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
- a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) The Tender Price, per lot (contract) if applicable, including any discounts; and
 - c) any alternative Tenders;
 - d) The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
 - e) Number of pages of each tender document submitted
- 27.9 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be distributed to Tenderer upon request.

E. Evaluation and Comparison of Tenders

28 Confidentiality

- 28.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 42.
- 28.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.
- 28.3 Notwithstanding ITT 28.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

29 Clarification of Tenders

- 29.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, the Procuring Entity may, at the Procuring Entity's discretion, ask any tenderer for clarification of its Tender including break downs of the prices in the Activity Schedule, and other information that the Procuring Entity may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT32.
- 29.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

30 Deviations, Reservations, and Omissions

- 30.1 During the evaluation of Tenders, the following definitions apply:
- a) "Deviation" is a departure from the requirements specified in the tendering document;
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

31 Determination of Responsiveness

- 31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.
- 31.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) If accepted, would:
 - i. affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or
 - ii. limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
 - b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
- 31.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 18 and ITT 19, in particular, to confirm that all requirements of Section VII, Procuring Entity's Requirements have been met without any material deviation or reservation, or omission.
- 31.4 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 31.5 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformity in the Tender.
- 31.6 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non- conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.
- 31.7 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**.

32 *Arithmetical Errors*

- 32.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 32.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
 - b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive .and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail
- 32.3 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

33 *Conversion to Single Currency*

33.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency **as specified in the TDS**.

34 *Margin of Preference and Reservations*

34.1 Margin of preference on local service providers may be allowed if it is deemed that the services require participation of foreign tenderers. If so allowed, it will be indicated in the **TDS**.

34.2 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and /or persons living with disability, who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to the specified group are eligible to tender as specified in the **TDS**. Otherwise, if not so stated, the invitation will be open to all tenderers.

35 *Evaluation of Tenders*

35.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Best Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- a) Substantially responsive to the tendering document; and
- b) The lowest evaluated cost.

35.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the evaluated Tender cost by adjusting the Tender price as follows:

- a) Price adjustment due to discounts offered in accordance with ITT 16.4;
- b) price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3;
- c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33; and
- d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

35.4 In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria. For one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT

35.5. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

36 *Comparison of Tenders*

36.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

37 *Abnormally Low Tenders and Abnormally High*

Tenders Abnormally Low Tenders

37.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.

37.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.

37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally High Tenders

37.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

37.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if he specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case maybe.

37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38 *Unbalanced and/or Front-Loaded Tenders*

38.1 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.

38.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:

- a) Accept the Tender; or
- b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding 10% of the Contract Price; or
- c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
- d) Reject the Tender.

39 *Qualification of the Tenderer*

39.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

39.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.

39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

40 *Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders*

40.1 The Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to Contract Award, without there by incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

43 Award Criteria

43.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

42 Notice of Intention to enter in to a Contract

42.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/Notification of a ward to all tenderers which shall contain, at a minimum, the following information:

- a) The name and address of the Tenderer submitting the successful tender;
- b) The Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;
- d) the expiry date of the Stand still Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the stand still period;

43 Debriefing by the Procuring Entity

43.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing with in five days of receipt of the request.

44.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

44 Letter of Award

Prior to the expiry of the Tender Validity Period, upon addressing a complaint that has been filed, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

45 Signing of Contract

45.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

45.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

45.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period

46 *Performance Security*

- 46.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another Form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.
- 46.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

47 *Publication of Procurement Contract*

- 47.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:
- a) Name and address of the Procuring Entity;
 - b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
 - c) The name of the successful Tenderer, the final total contract price, the contract duration.
 - d) Dates of signature, commencement and completion of contract;
 - e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

48 *Adjudicator*

- 48.1 The Procuring Entity proposes the person named **in the TDS** to be appointed as adjudicator or under the Contract, at an hourly fee specified in **the TDS**, plus reimbursable expenses. If the Tenderer disagrees with this Tender, the Tenderer should so state in the Tender. If, in the Form of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

49 *Procurement Related Complaints and Administrative Review*

- 49.1 The procedures for making a Procurement-related Complaint are as specified in the **TDS**.
- 49.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

[Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT].

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	<p>The reference number of the Request for Tenders (ITT) is: TENDER NO: KISNAP/PROC/31/2026-2028</p> <p>The Procuring Entity is: THE KISIWA NATIONAL POLYTECHNIC</p> <p>The name of the ITT is: TENDER FOR PROVISION OF SECURITY SERVICES FOR THE FY:2026/2027</p>
ITT 2.2	<p>The Intended date commencing providing Security Services is 1ST JULY, 2026</p> <p>The Service duration for the Service will be 1 (One) year renewable for the next 1 (one) year based on satisfactory service performance.</p>
ITT 3.3	<p>Information that any unfair competitive advantage over competing firms is as follow:</p> <p>_____</p>
ITT 3.4	The firms that provided consulting services
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: 2
	B. Contents of Tendering Document
ITT 8.1	(a) A pre-tender visit to The Institution is encouraged at The Tenderer's own cost.
ITT 9.1	<p>i) The Tenderer will submit any request for clarifications in writing at the Address THE KISIWA NATIONAL POLYTECHNIC P.O.BOX 657-50200 BUNGOMA EMAIL: info@kiswatech.ac.ke cc procurement@kiswatech.ac.ke to reach the Procuring Entity before 16th June, 2026 Date: 10:00 AM</p> <p>ii) The Procuring Entity shall publish its response at the website www.kisiwanationalpoly.ac.ke</p>
	<p>The Procuring Entity shall also promptly publish response at the website www.kisiwanationalpoly.ac.ke</p>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	C. Preparation of Tenders
ITT 13.1 (i)	<p>The Tenderer shall submit the following additional documents in its Tender: <i>[list any additional document not already listed in ITT 13.1 that must be submitted with the Tender]</i></p> <hr/> <p>Other documents required are:</p> <ul style="list-style-type: none"> - Certificate of incorporation - KRA PIN - Valid Tax compliance Certificate - Valid Trading license Certificate - Company CR12 - Valid NSSF Compliance Certificate - Valid NHIF/SHA Compliance Certificate - Power of Attorney - Registration with Private Security Regulatory Authority - Provide proof of meeting minimum wage bill requirement. - Certified 3years Audited Accounts (2022, 2023 & 2024) <hr/>
ITT 15.1	Alternative Tenders shall not be considered.
ITT 15.2	Alternative times for completion shall not be permitted.
ITT 15.3	<p>Alternative technical solutions shall be permitted for the following parts of the Services: N/A <i>[insert parts of the Services]:</i></p> <p><i>[If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.]</i></p>
ITT 16.7	The prices quoted by the Tenderer SHALL NOT be subject to adjustment during the performance of the Contract.
ITT 20.1	The Tender validity period shall be 126 DAYS .
ITT 21.1	<p><i>[If a Tender Security shall be required, a Tender-Securing Declaration shall not be required, and vice versa.]</i></p> <p>A Tender Security SHALL BE required.</p> <p>A Tender-Security SHALL BE required of <u>Kenya Shilling One Hundred and Forty Four Thousand shillings only (KES 144,000.00)</u> valid for 30 days beyond the Tender Validity period of 126 days.</p>
ITT 22.1	In addition to the original of the Tender, the number of copies is: 1 ORIGINAL AND 1 COPY
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: Power of attorney duly signed.
	D. Submission and Opening of Tenders
ITT 24.1	For <u>Tender submission purposes</u> only, the Procuring Entity's address is: <i>[This address may be the same as or different from that specified under provision ITT 8.1]</i>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p><i>for clarifications]</i></p> <p>Attention: THE CHIEF PRINCIPAL THE KISIWA NATIONAL POLYTECHNIC P.O.BOX 657-50200 BUNGOMA</p>
ITT 24.1	<p>The deadline for Tender submission is 16th JUNE, 2026 AT 10:00AM</p> <p>Tenderers SHALL NOT have the option of submitting their Tenders electronically.</p>
ITT 27.1	<p>The Tender opening shall take place at:</p> <p>Physical Address: THE CHIEF PRINCIPAL THE KISIWA NATIONAL POLYTECHNIC P.O.BOX 657-50200 BUNGOMA</p> <p>Date: 16th JUNE, 2026</p> <p>Time: 10:00AM</p> <p>VENUE: INSTITUTION BOARDROOM</p>
ITT 27.6	<p>The Form of Tender and priced Schedule of requirements shall be initialed by at least one authorized representative of the Tenderer.</p>
<p>E. Evaluation and Comparison of Tenders</p>	
ITT 33.1	<p>The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: KENYA SHILLINGS</p>
ITT 35.2 (d)	<p>Additional evaluation factors shall be AS PER THE TENDER DOCUMENT SPECIFICATION OF REQUIREMENT</p>
<p>F. Award of Contract</p>	
ITT 50.1	<p>The procedures for making a Procurement-related Complaint are available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>For the attention: MR. EMMANUEL WAMALWA</p> <p>Title/position: THE CHIEF PRINCIPAL</p> <p>Procuring Entity: THE KISIWA NATIONAL POLYTECHNIC</p> <p>Email address: info@kiswatech.ac.ke</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <p>(i) the terms of the Tender Documents; and</p> <p>(ii) the Procuring Entity's decision to award the contract.</p>

SECTION III – EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

- 1.1 Wherever a Tenderer is required to state a monetary amount, Tenderers 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) was originally established.
 - b) Value of single contract-Exchange rate prevailing on the date of the contract signature.
 - c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.
- 1.2 This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.

1.3 Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria,(ii)has been determined to be substantially responsive to the Tender Documents, and(iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2 Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non- responsive and will not be considered further.

MANDATORY EVALUATION CRITERIA

Eligible Tenderers must provide the following mandatory requirements for preliminary evaluation:

No	Mandatory Requirements	Responsiveness	
		YES	NO
1.	Tenderer MUST provide a copy of Certificate of Registration /Incorporation		
2.	Tenderer MUST provide valid copy of Kenya Revenue Authority Tax Compliance Certificate		
3.	Tenderer MUST provide a valid N S S F compliance certificate and at least 6 (Six) months proof of statutory remittance		
4.	Tenderer must provide registration by Private Security Regulatory Authority		
5.	Tenderer MUST provide a valid N H I F / S H A compliance certificate and at least 6 (Six) months proof of statutory remittance.		
6.	Tenderer MUST provide Tender of <u>Kenya Shilling One Hundred and Forty Four Thousand shillings only (KES 144,000.00)</u> valid for 30 days beyond the Tender Validity period of 126 days.		
7.	Tenderer MUST provide certified 3 Years Audited Accounts (2023, 2024 & 2025) by accredited auditor accompanied by copy of current auditors practicing certificate		
8.	Tenderer MUST provide a valid registration certificate as a training provider from NITA, Must be certified by a commissioner for Oaths.		
9.	Tenderer MUST provide valid certified ISO certificate in quality Assurance under ISO 9001:2015		
10.	Tenderer MUST provide a certified copy of valid certificate of Workplace registration under Occupational Safety and Health Act (OSHA)		
11.	Tenderer MUST provide valid Data Processor registration certificate from the Office of Data Protection Commissioner, certified by a commissioner for Oaths		
12.	Tenderer MUST provide Data Controller registration certificate issued by the office of Data Protection Commissioner, certified by a commissioner for Oaths		
13.	Tenderer MUST provide a copy of a valid License from the Communications Authority of Kenya(CAK) certificate		
14.	Tenderer MUST provide a letter from the Bank indicating the credit line, Must be certified by commissioner for Oaths		
15.	Tenderer MUST provide valid Business Permit within Bungoma, the permit shall be verified .		

16.	Tenderer MUST provide relevant Insurance Cover for employees.		
17.	Tenderer MUST provide and attach evidence of approvals by the Private Security Regulatory Authority(PSRA) as follows : <ul style="list-style-type: none"> ● 5-years certificate of registration duly certified by the Authority ● A valid annual Licence Renewal Certificate for the year 2026 issued by the Authority. ● Guard Force Number (GFNs) for the private security officers (security guards) duly certified by the Authority. ● Guard Force Number Badges for the private security officers issued by the Authority 		
18.	Provide at least 3 (Three) references with comparable Firms that the bidder is providing or had provided similar service.		
19.	Tenderer MUST attach copies of the certificates for three (3)dog handlers ,issued by a PSRA approved institution or an equivalent authority such as the Police K9-Unit or military dog section.		
20.	Tenderer MUST provide copies of Directors Identity Cards and copy of CR12 Form issued by the Registrar of Companies that indicates the ownership of the company		
21.	Tenderer MUST provide signed and stamped by both the institution and the service provider Site Visit Certificate.		
22.	Tenderer MUST demonstrate that they meet minimum wage requirement by providing at least 3 copies of pay slips for employees valid between January to May 2026.		
23.	Tenderer MUST provide a duly filled, dated, and signed Form of Tender in the prescribed format in the tender document		
24.	Tenderer MUST provide a duly filled, dated and stamped and signed schedule of prices form.		
25.	Tenderer MUST provide a duly filled, dated, signed, and stamped self-declaration form that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act, 2015 revision 2022 in the prescribed format in the tender document.		
26.	Tenderer MUST provide a duly filled, dated, signed, and stamped self- declaration form that the person/tenderer will not engage in any corrupt or any fraudulent practice in the prescribed format in the tender document.		
27.	Tenderer MUST provide a duly filled, dated, and signed Certificate of Independent Tender Determination in the prescribed format in the tender document		
28.	Tenderer MUST provide a duly filled, dated, signed, and sealed/stamped Declaration and Commitment to the Code of Ethics in the prescribed format in the tender document		
29.	Tenderer MUST provide Power of Attorney duly signed. The tenderer's representative must be the one to duly fill, date, and sign all the documents required for submission.		

30.	Tenderer MUST provide a duly filled, dated, signed, and sealed/stamped Confidential Business Questionnaire.		
31.	Tenderer MUST provide a duly filled, dated, signed, and sealed/stamped Conflict of Interest Disclosure Form		
32.	Tenderer MUST provide a duly filled, dated, signed, and sealed/stamped Form of Work Plan		
33.	Tenderer MUST provide a duly filled, dated, signed, and sealed/stamped Form of Activity/Time schedule		
34.	All the pages of the bidding document MUST be sequentially serialized/paginated from the first to the last page including all the attachments.		

Technical evaluation criteria

	Description of criteria	Requirement	Total Marks 100
A	Proof of fleet capacity		
	<p>Branded company motor vehicles/motorcycles dedicated to security assignments,</p> <p>Deployments and supervision. Minimum of two (2) motor vehicles and 2 motorcycles for each</p> <p>(a) Each motor vehicle - 4 marks</p> <p>(b) Each motorcycle - 1 marks</p>	<p>For each motor vehicle / motorcycle, you must attach;</p> <p>a) a copy of the logbook registered in the name of the company or any of the directors (where owned by the company or directors), or a copy of lease agreement certified by a commissioner for oaths / magistrate (where leased); and</p> <p>b) a photograph with visible number plates</p>	10
B	Provide evidence that demonstrates ownership or capacity to provide or deploy, operate the following systems, tools or services		
	<p>Security Dogs and Dog Handlers (minimum 1 Dog and 1 handler)</p> <p>(a) Each dog - 2 mark</p> <p>(b) Each dog handler - 2 mark</p>	<p>Must attach</p> <p>a) Certificate of Dog Vaccination,</p> <p>b) Dog Handler Certificate, and</p> <p>c) A photograph of the dog and the handler</p>	4
	<p>Ownership of Radio Communication and Alarm Response Systems to coordinate deployment, Rapid Response, evacuation, patrols, etc</p>	<p>Must attach a copy of a valid license from the Communications Authority of Kenya.</p>	3

	Fire Fighting Skills, First Aid, Disaster Management and Evacuation	Must attach at least a certificate of Training for Guards or Training of Trainers by a reputable Institution accredited by National Industrial Training Authority (N.I.T.A)	2
	Ability to carry out forensic investigations	Must attach Certificate of Training in Forensic Investigation for guards/Training of Trainers issued by a reputable Institution accredited by the National Industrial Training Authority (N.I.T.A.)	1
	SUB - TOTAL		20
C	COMPANY PROFILE		
	<p>Number of years that the company has been providing security services</p> <p>(a) 7 Years and above (5marks)</p> <p>(b) 6 Years (4marks)</p> <p>(c) 5 Years (3marks)</p> <p>(d) 4 Years (2marks)</p> <p>(e) 3 Years and below (1 Mark)</p>	Attach recommendation letter(s) from clients indicating number of years your firm was providing security services	5
	<p>Submit Evidence of Permanently Employed Guards</p> <p>a) 61 and Above (5marks)</p> <p>b) 51 - 60 (4marks)</p> <p>c) 41 - 50 (3marks)</p> <p>d) 31 -40 (2marks)</p>	Last Three-monthly list of guards' names with guard employment details, including proof of NSSF & SHIF. (January February and March 2026)	5

	e) 30 and below (1mark)		
	<p>Must have had a cumulative turnover of Kshs. 10Million and above in three (3) years (2022, 2023 & 2024)</p> <p>a) 10Million and above (5 marks)</p> <p>b) Less than 9Million (1 marks)</p>	<p>For each year (2022,2023& 2024), you must attach:</p> <p>a) audited accounts certified by the auditor, and</p> <p>b) Certified copy of the auditor's current practicing certificate.</p>	5
	<p>Proof of current Contractual Liability</p> <p>(Insurance) Cover for either WIBA or GPA of Kshs. 2 Million and above valid as at the time of tender opening (2 marks)</p>	Attach copy of valid Policy Document.	2
	SUB – TOTAL		17
D	PERSONNEL COMPETENCE & PROFILES		
	Submit your firm's Organizational Chart	<p>Attach current:</p> <p>a) Organization Structure (1mark)</p> <p>b) Indicate designations (1mark)</p> <p>c) names and responsibilities of respective office holders (1Mark)</p>	3

	Provide evidence of the qualifications of the following personnel		
	General Manager (GM)		8
	<p>a) University Graduate in a relevant field. (3Marks).</p> <p>b) Professional qualification (Diploma in Security Management or equivalent discipline) (1mark).</p> <p>c) More than 10 years of experience, at the rank of Assistant Superintendent of Police or Major in the Armed Forces or above and honorably discharged. (3marks)</p> <p>Less than 10 years' experience in equivalent positions (1 mark)</p>	<p>Must attach</p> <p>a) CV,</p> <p>b) Copies of Certificates,</p> <p>c) a valid certificate of good conduct, and</p> <p>d) letter of discharge.</p>	
	Operations Manager		10
	<p>a) Graduate in Security Management or security related discipline (5 marks)</p> <p>b) Professional qualification Diploma in relevant field (1marks)</p>	<p>Must attach</p> <p>a) CV,</p> <p>b) Copies of Certificates,</p> <p>c) a valid certificate of good conduct, and</p> <p>d) letter of discharge.</p>	

	<p>c) More than 10 years of experience at the rank of Chief Inspector of Police or captain in the Armed Forces, or above, and honorably discharged (3 marks)</p> <p>Less than 10 years' experience in equivalent position. (1 mark)</p>		
	Human Resource Manager/Human Resource		7
	<p>a) Graduate level in related discipline (3 Marks)</p> <p>OR Diploma level (2 Marks)</p> <p>b) Valid Membership to IHRM (2 marks)</p>	<p>Must attach</p> <p>a) CV,</p> <p>b) Copies of Certificates,</p> <p>c) a valid certificate of good conduct,</p> <p>d) certified copy of IHRM membership certificate</p>	
	<p>Provide relevant documentation to demonstrate that your guards' salaries are at or above the Government minimum wage guidelines (GMWG)</p> <p>a) KES 3,000/= above GMWG (8marks)</p> <p>b) Up to KES 2,999/= above GMWG(6marks)</p> <p>c) As Per GMWG (4marks)</p>	<p>Attach a certified copy of the Pay roll certified by the Bank for permanently employed guards for the at least 3 months (Between January – May, 2026)</p>	8
	<p>Proof of allowances paid to the guards on a monthly basis (each</p>	<p>Provide payroll certified by the employer for the last 3 months (January to March 2026) Attach</p>	2

	allowance earns 1 Mark)	proof of at least 3 different pay slips for the said months.	
	Provide frame work of the following:		3
	Guards' Duty Roster and Work Methodology (Operation Plan) (1mark)	Attach the current Guards Duty Roster and work methodology	
	Selection, Recruitment and Vetting Policies and Procedures (1mark)	Attach Selection, Recruitment and Vetting Policies and Procedures	
	Training Schedule (1 mark)	Attach evidence of t h e training program for the guards	
	Mode of paying Salaries to the Guards		3
	Through Banking Institutions (2 marks) or	Attach evidence, i.e. schedules certified by a reputable banking institution, for the last 3 months.	
	Any other mode(1mark)	Specify and attach evidence.	
	Attach evidence of available operational equipment		4
	a) Vehicle search mirrors for undercarriage inspections. (0.5 marks) b) Effective Hand-held metal detectors (0.5 marks)	Attach a copy of company asset register Evidence of issuance of equipment and uniform to staff.	

	<p>c) Vehicle stop/lane indicators (reflective cones, barriers, and stop signs) (0.5 marks)</p> <p>d) Two-way communication radios or equivalent devices (0.5 marks)</p> <p>e) Rechargeable torches for night patrols (0.5 marks)</p> <p>f) First aid kits at designated guard posts (0.5 marks)</p> <p>g) Standard uniforms preferably suits, boots, raincoats, and identification badges for all personnel. (1 mark)</p>		
	Social Welfare Programs		1
	Proof of Social Welfare Programs provided for guards, e.g. Medical, SACCO facilities ,etc (Earns 1 Marks)	Attach evidence for at least 60 employees and evidence of staff who have benefited in the last one year (2025)	
	SUB -TOTAL		49
	EXPERIENCE		12
	Provide evidence from four (4) institutions or organizations or companies that you are serving, or have provided security guarding services with	c) Attach Contracts and Letters of recommendations f0r the 4 (Four Organizations earning 3 Marks each)	

	<p>not less than 60 permanent guards each, for the last 3 years (contracts executed within the years of 2022,2023 and 2024,</p> <p>Each contract with a recommendation letter earns 3 marks each</p>		
	PHYSICAL LOCATION		
	Provide evidence of a physical office.	<p>Attach;</p> <p>a) a copy of the business permit or trade license issued by the County government where the Office is located, and</p> <p>b) a copy of the tenancy agreement or tittle deed.</p>	2
	SUB - TOTAL		14
	GRAND TOTAL		100

PASS MARK IN THIS SECTION IS 80%

[The Procuring Entity will provide the preliminary evaluation criteria. To facilitate this, a template may be attached or clearly described information and list of documentation to be submitted by Tenderers to enable preliminary evaluation of the Tender]

SECTION IV - TENDERING FORMS

1. FORM OF TENDER (Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS

All italicized text is to help the Tenderer in preparing this form.

ii) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.*

i) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.*

Date of this Tender submission:.....*[insert date (as day, month and year) of Tender submission]*

Tender Name and Identification:.....*[insert identification]*

Alternative No.:.....*[insert identification No if this is a Tender for an alternative]*

To: *[Insert complete name of Procuring Entity]*

- a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT9;
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT4;
- c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT21;
- d) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the tendering document of the following:*[insert a brief description of the Non-Consulting*

Services];

- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item(f) below is: *[Insert one of the options below as appropriate]*

Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];*

Or

- f) **Discounts:** The discounts offered and the methodology for their application are:
- i) The discounts offered are: *[Specify in detail each discount offered.]*
 - ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*
- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 19.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1(as amended if applicable),and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- i) **One Tender Per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT4.3, other than alternative Tenders submitted in accordance with ITT14;
- j) **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 Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
- k) **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 ITT 4.6];*
- l) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, r gratuity].*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- a) *[Delete if not appropriate, or amend to suit]* We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.
- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

- n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

- p) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent tender Determination” attached below.
- q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from *(specify website)* during the procurement process and the execution of any resulting contract.
- r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
 - i) Tenderer's Eligibility; Confidential Business Questionnaire—to establish we are not in any conflict to interest.
 - ii) Certificate of Independent Tender Determination—to declare that we completed the tender without colluding with other tenderers.

- i) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix 1- Fraud and Corruption**” attached to the Form of Tender.

Name of the Tenderer:..... **[insert complete name of person signing the Tender]*

Name of the person duly authorized to sign the Tender on behalf of the Tenderer:.....***[insert complete name of person duly authorized to sign the Tender]*

Title of the person signing the Tender:..... *[insert complete title of the person signing the Tender]*

Signature of the person named above:*[insert signature of person whose name and capacity are shown above]*

Date signed..... *[insert date of signing]* **day of***[insert month], [insert year]*

i) TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (<i>postal and physical addresses, email, and telephone number</i>) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

b) **Sole Proprietor**, provide the following details.

Name in full _____ Age _____ Nationality__ Country of Origin _____ Citizenship _____

c) **Partnership**, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) **Registered Company**, provide the following details.

i) Private or public Company .

ii) State the nominal and issued capital of the Company-

Nominal Kenya Shillings (Equivalent)

Issued Kenya Shillings (Equivalent)

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

e) **DISCLOSURE OF INTEREST-Interest of the Firm in the Procuring Entity.**

i) Are there any person/persons in..... (*Name of Procuring Entity*) who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

ii) *Conflict of interest disclosure*

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

f) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name____

Title or Designation__

(Signature)

(Date)

ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____
_____ [Name of Procuring Entity] for: _____
_____ [Name and number of tender] in response to the request for tenders made by: _____ [Name of Tenderer] do
hereby make the following statements that I certify to be true and complete in every respect:
I certify, on behalf of _____ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) Has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs(5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name__ Title__ Date__ [Name, title and signature of authorized agent of Tenderer and Date]

iii) SELF-DECLARATION FORMS
FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015

I,, of Post Office Box being a resident of.....
..... in the Republic of do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director /Principal Officer/Director of
.....
..... (*insert name of the Company*) who is a Bidder in respect of **Tender No.**
..... for.....(*insert tender title/description*) for
.....(*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

(Title)..... (Signature).....
(Date).....

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I,of P. O. Box.....being a resident of
..... in the Republic of do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
..... (*insert name of the Company*) who is a Bidder in respect of Tender No.....
..... for(*insert tender title/description*) for(*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (*insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (*name of the procuring entity*)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

..... (Title)
..... (Signature) (Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

*I, (person) on behalf of
(Name of the
Business/ Company/Firm) declare
that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act,
2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset
Disposal and my responsibilities under the Code.
I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public
Procurement and Asset Disposal.*

*Name of Authorized
signatory.....
Sign.....
.....*

*Position.....
.....*

*Office address.....
Telephone..... E-
mail.....
.....*

*Name of the
Firm/Company.....
Date.....
.....*

*(Company Seal/ Rubber Stamp where applicable)
Witness
Name.....
.....
Sign.....
.....
Date.....
.....*

iv) *APPENDIX I-FRAUD AND CORRUPTION*

(Appendix 1 shall not be modified)

1. *Purpose*

1.1 *The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (no. 33 of 2015) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.*

2. *Requirements*

2.1 *The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.*

2.2

Kenya's public procurement and asset disposal act (no. 33 of 2015) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- 1) *A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;*
- 2) *A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;*
- 3) *Without limiting the generality of the subsection (1) and (2), the person shall be: -*
 - a) *disqualified from entering into a contract for a procurement or asset disposal proceeding; or*
 - b) *if a contract has already been entered into with the person, the contract shall be voidable;*
- 4) *The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;*

3. *An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -*

- a) *Shall not take part in the procurement proceedings;*
- b) *shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and*
- c) *Shall not be a subcontractor for the tender to whom was awarded contract, or a member of the group of tenders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.*

4. *An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;*

4.1 *If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. etc.*

In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) *Defines broadly, for the purposes of the above provisions, 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 party;*

- ii) *“fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;*
- 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;*
- 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;*
- v) *“obstructive practice” is:*
 - a) *deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya 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*
 - b) *acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.*
 - c) *Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:*

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

- c) *Rejects a proposal for award of a contract if PPRA determines that the firm or individual recommended for award, 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;*
- d) *Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Act and Regulations;*
- e) *Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and*
- f) *Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.*

1 For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in A consultancy, and rendering, 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 into an addendum or amendment introducing a material modification to any existing contract.

2 Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/ audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is 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 and information (whether in hard copy or electronic format) deemed relevant for the investigation/ audit, and making copies there of as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

2.TENDERER INFORMATION FORM

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date:.....[insert date (as day, month and year) of Tender submission]

ITT No.:..... [insert number of Tendering process]

Alternative No:..... [insert identification No if this is a Tender for an alternative]

1.Tenderer's Name:[insert Tenderer's legal name]

2 In case of JV, legal name of each member:[insert legal name of each member in JV]

3 Tenderer's actual or intended country of registration:[insert actual or intended country of registration]

4.Tenderer's year of registration:[insert Tenderer's year of registration]

5 Tenderer's Address in country of registration:[insert Tenderer's legal address in country of registration]

6 Tenderer's Authorized Representative Information

Name:[insert Authorized Representative's name]

Address.....[insert Authorized Representative's Address]

Telephone:.....[insert Authorized Representative's telephone/fax numbers]

Email Address:.....[insert Authorized Representative's email address]

7 Attached are copies of original documents of..... [check the box(es) of the attached original documents]

Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4.

In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. In case of state-owned enterprise or institution, in accordance with ITT4.6 documents establishing:

i) Legal and financial autonomy

ii) Operation under commercial law

iii) Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity

A current tax clearance certificate or tax exemption certificate in case of Kenyan tenderers issued by the Kenya Revenue Authority in accordance with ITT 4.14.

8 Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

OTHER FORMS

3. TENDERER'S JV MEMBERS INFORMATION FORM

[The Tenderers shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Tenderer and for each member of a Joint Venture]].

Date:[insert date (as day, month and year) of Tender submission]

ITT No.: [insert number of Tendering process]

Alternative No.: [insert identification No if this is a Tender for an alternative]

<i>1.Tenderer's Name: [insert Tenderer's legal name]</i>
<i>2.Tenderer's JV Member's name: [insert JV's Member legal name]</i>
<i>3.Tenderer's JV Member's country of registration: [insert JV's Member country of registration]</i>
<i>4.Tenderer's JV Member's year of registration: [insert JV's Member year of registration]</i>
<i>5.Tenderer's JV Member's legal address in country of registration: [insert JV's Member legal address in country of registration]</i>
<i>6.Tenderer's JV Member's authorized representative information Name: [insert name of JV's Member authorized representative] Address: [insert address of JV's Member authorized representative] Telephone/Fax numbers: [insert telephone/fax numbers of JV's Member authorized representative] Email Address: [insert email address of JV's Member authorized representative]</i>
<i>7.Attached are copies of original documents of [check the box(es) of the attached original documents] <input type="checkbox"/> <i>Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> <i>In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6.</i></i></i>
<i>8. Included are the organizational chart and a list of Board of Directors.</i>

4. FORM OF TENDER SECURITY-[Option 1-Demand Bank Guarantee]

Beneficiary: _____ **Request**
for Tenders No.: _____ **Date:** _____
_____ **TENDER**
GUARANTEE No.: _____
Guarantor: _____

1. We have been informed that _____ (here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called "the Tender") for the execution of _____ under Request for Tenders No. _____ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - (a) _____ has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) _____ having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas [Name of the tenderer] (hereinafter called “the tenderer”) has submitted its tender dated [Date of submission of tender] for the [Name and/or description of the tender] (hereinafter called “the Tender”) for the execution of _____ under Request for Tenders No. _____ (“the ITT”).

2. **KNOW ALL PEOPLE** by these presents that **WE** of [Name of Insurance Company] having our registered office at (hereinafter called “the Guarantor”), are bound unto [Name of Procuring Entity] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the
Common Seal of the said Guarantor this ___ day of _____ 20 __.

3. **NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that if the Applicant:
- a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.

5. *Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.*

[Date} _____

[Signature of the Guarantor] _____

[Witness]] _____

[Seal]] _____

5. TENDER-SECURING DECLARATION FORM

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date:.....*[insert date(as day, month and year) of Tender Submission]*

Tender No.:.....*[insert number of tendering process]*

To:.....*[insert complete name of Purchaser]* I/We, the undersigned,
declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I / we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation (s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or(ii) fail or refuse to furnish he Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) thirty days after the expiration of our Tender.
4. I / We understand that if I am / we are / in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid , and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:

Capacity / title (director or partner or sole proprietor, etc.)

.....

Name:

Duly authorized to sign the bid for and on behalf of:*[insert complete name of Tenderer]* Dated on day of..... *[Insert date of signing]*

Seal or stamp

QUALIFICATION FORMS

6 FOREIGN TENDERERS 40% RULE

Pursuant to ITT 4.10, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

Item	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT		XXXXX	
	PERCENTAGE OF CONTRACT PRICE			

7. FORM EQU: EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

8. FORM PER - 1

Contractor's Representative and Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

1.	Title of position: Contractor's Representative	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>
2.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>
3.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>
4.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart]</i>

5.	Title of position: <i>[insert title]</i>	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

9. FORM PER-2:

Resume and Declaration - Contractor's Representative and Key Personnel.

Name of Tenderer

Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Details	Address of Procuring Entity:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Procuring Entity:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

DECLARATION

I, the undersigned.....*[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:-

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

- a) be taken into consideration during Tender evaluation;
- b) result in my disqualification from participating in the Tender;
- c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: ___*[insert name]* Signature: _____ Date: (day month year):

_____ Countersignature of authorized representative of the Tenderer:

Signature: Date: (day month year): __

TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

10 FORM ELI -1.1 Tenderer Information Form

Date: ___ ITT No. and title: __

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <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 ITT 4.4 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6, documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Tenderer is not under the supervision of the Procuring Entity
2. Included are the organizational chart and a list of Board of Directors.

11. FORM ELI -1.2

Tenderer's JV Information Form

(to be completed for each member of Tenderer's JV)

Date: ___ ITT No. and title: ___

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6. 2. Included are the organizational chart and a list of Board of Directors.

12. FORM CON –2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____ Date: _____ JV Member's Name _____ ITT No. and title: _____

<p>Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria</p> <p><input type="checkbox"/> Contract non-performance did not occur since 1st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.</p> <p><input type="checkbox"/> Contract(s) not performed since 1st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1</p>			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	<p>Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i></p> <p>Name of Procuring Entity: <i>[insert full name]</i></p> <p>Address of Procuring Entity: <i>[insert street/city/country]</i></p> <p>Reason(s) for nonperformance: <i>[indicate main reason(s)]</i></p>	<i>[insert amount]</i>
<p>Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria</p> <p><input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.</p> <p><input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.</p>			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
<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/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Tenderer's Name: _____ Date: _____ JV Member's Name _____ ITT No. and title: _____ **Financial Data**

Type of Financial information in _____ (currency)	Historic information for previous _____ years, (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITT 15 for the exchange rate

Sources of Finance

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

No.	Source of finance	Amount (Kenya Shilling equivalent)
1		
2		
3		

Financial documents

The Tenderer and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- a) reflect the financial situation of the Tenderer 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 for the _____ years required above ; and complying with the requirements

If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

13. FORM FIN-3.3:

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contractor contracts as specified in Section III, Evaluation and Qualification Criteria.

Financial Resources		
No.	Source of financing	Amount (Kenya Shilling equivalent)
1		
2		
3		

SCHEDULE FORMS

*[The Tenderer shall fill in these Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Activity Schedules** shall coincide with the List of Non-Consulting Services specified in the Procuring Entity's Requirements.]*

WORK SCHEDULES AND SPECIFICATIONS

1. The Specifications and Priced Activity Schedules – PROVISION OF SECURITY SERVICES – KISNAP/PROC/31/2026-2028

Date: _____, ITT No: _____, Alternative No: _____ Page N° _____ of _____						
1	2	3	4	5	6	7
Service N°	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit mark up price above minimum wage bill requirement (PER MONTH)	Total Price per Service (Col. 5*6)
1.	PROVISION OF SECURITY SERVICE GUARD	Persons	A day to commencement of the contract			
2.	PROVISION OF SECURITY SERVICE SUPERVISOR	Persons	A day to commencement of the contract.			
3.	PROVISION OF CERTIFIED CANINE HANDLER	Number	A day to commencement of the contract.			
					Total Tender Price	

Prices shall be inclusive of all taxes and training levy of 0.03%

Name of Tenderer [insert complete name of Tenderer] Signature of Tenderer [signature of person signing the Tender] Date [insert date]

Name of Tenderer[insert complete name of Tenderer] Signature of Tenderer [signature of person signing the Tender] Date [insert date]

2. Method Statement

[Procuring Entity shall provide main features of the expected method of carrying out the contract, including indicating the material, personnel and equipment inputs].

3. Work Plan

[Procuring Entity shall provide main features of the work plan that the Tenderer should provide in the tender for carrying out the contract, from beginning to the end].

4. Other Time Schedule

(to be used by Tenderer when alternative Time for Completion is invited in ITT14.2)

1. NOTIFICATION OF INTENTION TO AWARD

[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.]

[Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form] For the attention of Tenderer's Authorized Representative

Name:*[insert Authorized Representative's name]*
Address:*[insert Authorized Representative's Address]*
Telephone numbers:*[insert Authorized Representative's telephone/fax numbers]*
Email Address:..... *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION:..... This Notification is sent by: *[email/fax]* on *[date]* (local time)

Procuring Entity:*[insert the name of the Procuring Entity]*

Contract title:..... *[insert the name of the contract]*

ITT No:*[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) Request a debriefing in relation to the evaluation of your Tender, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

D). The successful Tenderer

Name:	<i>[insert name of successful Tenderer]</i>
Address:	<i>[insert address of the successful Tenderer]</i>
Contract price:	<i>[insert contract price of the successful Tender]</i>

ii). *Other Tenderers* [INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]

Name of Tenderer	Tender price	Evaluated Tender price (if applicable)
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]

iii). How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

Attention:[insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Procuring Entity]

Email address:..... [insert email address]

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

iv. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by [insert date and time].

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement- related Complaint as follows:

Attention:.....[insert full name of person, if applicable]

Title/position:..... [insert title/position]

Agency: [insert name of Procuring Entity]

Email address:..... [insert email address]

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Stand still Period and received by us before the Stand still Period ends.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required to support the complaint.
5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the Public Procurement Authority at info@ppra.go.ke or complaints@ppra.go.ke)

v). *Standstill Period*

DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above. If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Procuring Entity:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

2. REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....**APPLICANT**

AND

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

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of20..... for(Tender description).

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

SIGNED(Applicant) Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary

3. LETTER OF AWARD

[Form head paper of the Procuring Entity]

.....*[date]*

To:.....*[name and address of the Service Provider]*

This is to notify you that your Tender dated*[date]*forexecutionofthe*[nameoftheContractandidentificationnumber, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us (Procuring Entity).

You are requested to furnish the Performance Security within 28days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the tender document.

Please return the attached Contract dully signed

AuthorizedSignature:.....

.....

Name and Title of Signatory:.....

Name of Agency:.....

Attachment: Contract

4. FORM OF CONTRACT

LUMP SUM REMUNERATION

This CONTRACT (herein after called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of Procuring Entity] (herein after called the “Procuring Entity”) and, on the other hand, [name of Service Provider] (hereinafter called the “Service Provider”).

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “... (herein after called the “Procuring Entity”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring Entity for all the Service Provider's obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (herein after called the “Service Provider”).]

WHEREAS

- a) The Procuring Entity has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (herein after called the “Services”);
- b) the Service Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
 - a) The Form of Acceptance;
 - b) The Service Provider's Tender
 - c) The Special Conditions of Contract;
 - d) The General Conditions of Contract;
 - e) The Specifications;
 - f) The Priced Activity Schedule; and
 - g) The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*

Appendix A: Description of the Services
Appendix B: Schedule of Payments
Appendix C: Subcontractors
Appendix D: Breakdown of Contract Price
Appendix E: Services and Facilities Provided by the Procuring Entity

2. The mutual rights and obligations of the Procuring Entity and the Service Provider shall be as set forth in the Contract, in particular:
 - a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - b) The Procuring Entity shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of _____ *[name of Procuring Entity]*

_____ *[Authorized Representative]*

For and on behalf of *[name of Service Provider]*

_____ *[Authorized Representative]*

[Note :If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Service Provider

..... *[name of member]*

..... *[Authorized Representative]*

..... *[name of member]*

..... *[Authorized Representative]*

4 FORM OF TENDER SECURITY (Bank Guarantee) [The bank shall fill in this

Bank Guarantee Form in accordance with the instructions indicated.] [Guarantor

Form head or SWIFT identifier code]

Beneficiary:.....[Procuring Entity to insert its name and address]

ITT No.:.....[Procuring Entity to insert reference number for the Request for Tenders]

Alternative No.:[Insert identification No if this is a Tender for an alternative] **Date:**[Insert date of issue]

TENDER GUARANTEE No.:.....[Insert guarantee reference number]

Guarantor:[Insert name and address of place of issue, unless indicated in the Form head]

We have been informed that____[insert name of the Tenderer, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof](hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of_____under Request for Tenders No. _____("The ITT").

Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of_____(_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Form of Tender ("the Tender Validity Period"), or any extension there to provide by the Applicant; or
- (b) Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Tenderers ("ITT") of the Beneficiary's tendering document.

This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the Contract agreementsignedbytheApplicantandtheperformancesecurityissuedtothe Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

5 FORM OF TENDER SECURITY (TENDER BOND) [*The Surety shall fill in*

this Tender Bond Form in accordance with the instructions indicated.] BOND NO.

BY THIS BOND [*name of Tenderer*] as Principal (herein after called “the Principal”), and [*name, legal title, and address of surety*], **authorized to transact business in Kenya**, as Surety (hereinafter called “the Surety”), are held and firmly bound unto [*name of Procuring Entity*] as Obligee (hereinafter called “the Procuring Entity”) in the sum of [*amount of Bond*][*amount in words*], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHERE AS the Principal has submitted or will submit a written Tender to the Procuring Entity dated the ___ day of _____, 20____, for the supply of [*name of Contract*](herein after called the “Tender”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- c) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Form of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
- d) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension there to provide by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Tenderers (“ITT”) of the Procuring Entity's tendering document.

then the Surety undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Tender Validity Period set forth in the Principal's Form of Tender or any extension thereto provided by the Principal.

IN TESTIMONY WHERE OF, the Principal and the Surety have caused these presents to be executed in the irrelative names this _____ day of _____ 20_____.

Principal:

Surety:

Corp
orate
Seal
(wher
e
appro
priate
)

(Signature)

(Printed name and title)

(Signature)

(Printed name and title)

6 FORM OF TENDER-SECURING DECLARATION

[The Tenderer shall fill in this Form in accordance with the instructions indicated.]

Date:.....[date (as day, month and year)]

ITT No.:[number of Tendering process]

Alternative No:..... [insert identification No if this is a Tender for an alternative]

To:..... [complete name of Procuring Entity] We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration. We accept that we will automatically be suspended from being eligible for Tendering or submitting proposals in any contract with the Procuring Entity for the period of time of [number of months or years]starting on [date],if we are in breach four obligation(s) under the Tender conditions, because we:

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Name of the Tenderer* _____ Name of the
person duly authorized to sign the Tender on behalf of the Tenderer** _____ Title of the
person signing the Tender _____ Signature of
the person named above _____ Date signed
_____ day of _____,

*: In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer
**: Person signing the Tender shall have the power of attorney given by the Tenderer attached to the Tender

[Note: In case of a Joint Venture, the Tender-Securing Declaration must be in the name of all members to the Joint Venture that submits the Tender.

PART II – PROCURING ENTITY'S REQUIREMENTS

SECTION V - ACTIVITY SCHEDULE

Objectives

The objectives of the Activity Schedule are

- a) to provide sufficient information on the quantities of Services to be performed to enable Tenders to be prepared efficiently and accurately; and
- b) when a Contract has been entered into, to provide a priced Activity Schedule for use in the periodic valuation of Services executed.

In order to attain these objectives, Services should be itemized in the Activity Schedule in sufficient detail to distinguish between the different classes of Services, or between Services of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Activity Schedule should be as simple and brief as possible.

Day work Schedule

A Day work Schedule should be included only if the probability of unforeseen work, outside the items included in the Activity Schedule, is high. To facilitate checking by the Procuring Entity of the realism of rates quoted by the Tenderers, the Day work Schedule should normally comprise the following:

- a) A list of the various classes of Services, labor, materials, and plant for which basic day work rates or prices are to be inserted by the Tenderer, together with a statement of the conditions under which the Service Provider will be paid for services delivered on a day work basis.
- b) Nominal quantities for each item of Day work, to be priced by each Tenderer at Day work rates as Tender. The rate to be entered by the Tenderer against each basic Day work item should include the Service Provider's profit, over heads, supervision, and other charges.

Provisional Sums

The estimated cost of specialized services to be carried out, or of special goods to be supplied, by other Service Providers should be indicated in the relevant part of the Activity Schedule as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized Service Providers. To provide an element of competition among the Tenderers in respect of any facilities, amenities, attendance, etc., to be provided by the successful Tenderer as prime Service Provider for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Activity Schedule inviting the Tenderer to quote a sum for such amenities, facilities, attendance, etc.

These Notes for Preparing an Activity Schedule are intended only as information for the Procuring Entity or the person drafting the tendering document. They should not be included in the final documents.

PERFORMANCE SPECIFICATIONS AND DRAWINGS

(Describe Outputs and Performances, rather than Inputs, wherever

possible) Notes on Specifications

A set of precise and clear specifications is a prerequisite for Tenderers to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Tenders. In the context of international competitive Tendering, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Tenders be ensured, and the subsequent task of Tender evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Services be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects in the same country are useful in this respect. The use of metric units is encouraged. Most specifications are normally written specially by the Procuring Entity to suit the Contract in hand. There is no standard set of Specifications for universal application in all sectors in all countries, but there are established principles and practices, which are reflected in this document

There are considerable advantages in standardizing General Specifications for repetitive Services in recognized public sectors, such as education, health, sanitation, social and urban housing, roads, ports, railways, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in the provision of Services, although not necessarily to be used in a particular Services Contract. Deletions or addenda should then adapt the General Specifications to the particular Services.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, Services, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of Kenya or other standards, the specifications should state that goods, materials, Services and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable.

If technical alternatives for parts of the Services are permitted in the tendering document, these parts shall be described in this Section.

These Notes for Preparing Specifications are intended only as information for the Procuring Entity or the person drafting the tendering document.

DETAILED SPECIFICATION OF REQUIREMENTS
FOR PROVISION OF SECURITY GUARDING SERVICES FOR KISNAP

Background

The Kisiwa National Polytechnic (KISNAP) has, over the past contract term, engaged a private security firm to safeguard its premises, assets, staff, and students. With the expiry of the current contract approaching, KISNAP seeks to engage a professional, well-resourced, and compliant security service provider capable of delivering comprehensive guarding security services in line with institutional and statutory standards.

Purpose of the Requisition

To contract a competent, experienced, and fully compliant security firm to provide round-the-clock professional guarding, access control, surveillance, and emergency response across all KISNAP facilities, supported by trained personnel and appropriate operational equipment.

Scope of Work

The contracted security firm will be required to provide:

1. Guarding Services

Deployment of an agreed number of security guards, fully trained and certified, for 24/7 layered physical security protection. i.e. Guards, Supervisors and Certified canine handler.

Provision of relief personnel to cover leave, off-days, and emergencies without compromising coverage.

On-site supervisors to monitor and manage guard performance.

Provision of an effective Canine Sniffer Dog for night patrol with a relevant medical certification.

2. Access Control

Management of entry and exit points for people, vehicles, and goods (Strict “No Pass, No Entry” enforcement).

Verification of credentials and use of proper screening protocols.

Recording and issuing visitor passes.

3. Patrol & Surveillance

Frequent regular and random foot and mobile patrols within the campus, including perimeter, critical installations, and vulnerable areas and prompt reporting of suspicious activity or incidents structures.

4. Emergency Response

Maintenance of a dedicated Quick Response Team for emergency capable of rapid deployment.

5. Reporting & Documentation

Daily occurrence/assignment books, incident logs, and monthly security summaries submitted to the Chief Security Officer.

6. Operational Equipment

The security firm shall provide and maintain, at all times, the following:

Vehicle search mirrors for undercarriage inspections.

Effective Hand-held metal detectors

Vehicle stop/lane indicators (reflective cones, barriers, and stop signs).

Two-way communication radios or equivalent devices.

Rechargeable torches for night patrols.

First aid kits at designated guard posts.

Standard uniforms preferably suits, boots, raincoats, and identification badges for all personnel.

7. Minimum Requirements for the Security Firm

Experience & Track Record

Minimum of five (5) consecutive years (no dormant periods) in active provision of corporate, institutional or large private sector security services.

At least three verifiable references from comparable clients.

Regulatory & Statutory Compliance

Valid Tax Compliance Certificate (KRA).

Valid Private Security Regulatory Authority (PSRA) operating license.

At least 6 months proof of statutory remittances (NSSF, NHIF/SHA) for all guards.

8. Personnel Standards

Deployment of **ONLY** trained and certified guards, with verifiable training documentation from recognized institutions.

All the security guard supervisor **MUST** have at least a certificate in Security related course from accredited institution in Kenya.

All guards **MUST** be able to read and write in both English and Kiswahili

All guards must have at least KSCE certificate

All guards must be vetted and cleared before assignment and induction.

Regular refresher training in security operations, fire safety, and first aid.

All guards must have Valid Police clearance certificate with at least 2 verifiable referee letters of which one **MUST** be area local Ass. chief

All guards must be mentally and physically fit

9. Operational Capability

Functional 24-hour control Centre for command and coordination with working Incident Command System

Availability of rapid Response reinforcement teams.

Must have dispatch capability

Supervisor mobility for site inspections.

Insurance & Liability

Must have canine unit.

Adequate insurance cover for employees and third-party liabilities.

Daily fully-equipped company branded patrol vehicle.

10. Verification of Compliance before Award

Prior to award of contract, the Procuring Entity shall carry out unannounced site inspections of the bidder's offices, facilities, and control room, and physically verify:

The existence and operational readiness of all required equipment listed under these sections.

Valid training certificates and statutory compliance documents for the guards proposed for deployment.

Evidence of an operational emergency response capacity.

Bidders unable to demonstrate compliance during this verification stage will be deemed non-responsive.

PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

A. *General Provisions*

Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) The Adjudicator is the person appointed jointly by the Procuring Entity and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;
- c) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Procuring Entity
- d) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- f) "Day works" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- g) "Procuring Entity" means the Procuring Entity or party who employs the Service Provider
- h) "Foreign Currency" means any currency other than the currency of Kenya;
- i) "GCC" means these General Conditions of Contract;
- j) "Government" means the Government of Kenya;
- k) "Local Currency" means Kenya shilling;
- l) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Procuring Entity under this Contract;
- m) "Party" means the Procuring Entity or the Service Provider, as the case maybe, and "Parties" means both of them;
- n) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part there of;
- o) "Service Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- p) "Service Provider's Tender" means the completed Tendering Document submitted by the Service Provider to the Procuring Entity
- q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- r) "Specifications" means the specifications of the service included in the Tendering Document submitted by the Service Provider to the Procuring Entity
- s) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Tender.
- t) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4;

- u) “Public Procurement Regulatory Authority (PPRA)” shall mean the Government Agency responsible for oversight of public procurement.
- v) “Project Manager” shall the person appointed by the Procuring Entity to act as the Project Manager for the purposes of the Contract and named in the Particular Conditions of Contract, or other person appointed from time to time by the Procuring Entity and notified to the Contractor.
- w) “Notice of Dissatisfaction” means the notice given by either Party to the other indicating its dissatisfaction and intention to commence arbitration.

1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Kenya.

1.3 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address **specified in the SCC**.

1.5 Location

The Services shall be performed at such locations as a respecified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Procuring Entity may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Service Provider may be taken or executed by the officials **specified in the SCC**.

1.7 Inspection and Audit by the PPRA

Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its sub contract or sand sub-consultants to permit, PPRA and/or persons appointed by PPRA to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Service Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

1.8 Taxes and Duties

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2 Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as maybe **stated in the SCC**.

2.2 Commencement of Services

2.2.1 Program

Before commencement of the Services, the Service Provider shall submit to the Procuring Entity for approval a Program showing the general methods, arrangements order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date

The Service Provider shall start carrying out the Services as may be **specified in the SCC**.

2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 *Extension of Time*

Any period with in which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 *Payments*

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 *Termination*

2.6.1 **By the Procuring Entity**

The Procuring Entity may terminate this Contract, by not less than thirty(30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs(a)through

(d) of this Sub-Clause 2.6.1:

- a) If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- b) if the Service Provider become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Service Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph2.2a. of Attachment1 to the GCC, in competing for or in executing the Contract

2.6.2 *By the Service Provider*

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and

(b) of this Sub-Clause 2.6.2:

- a) If the Procuring Entity fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 *Payment up on Termination*

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Procuring Entity shall make the following payments to the Service Provider:

- a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3 *Obligations of the Service Provider*

3.1 **General**

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contractor to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities assigned to them under this Contract;
- b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees' inactive duty or on any type of leave, to perform any activity under this Contract;
- c) After the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

3.4 The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Procuring Entity's Prior Approval

The Service Provider shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

- a) Entering into a subcontract for the performance of any part of the Services,
- b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- c) changing the Program of activities; and
- d) Any other action that may be **specified in the SCC**.

3.6 Reporting Obligations

The Service Provider shall submit to the Procuring Entity the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of the Procuring Entity

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Procuring Entity, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

3.9 Performance Security

The Service Provider shall provide the Performance Security to the Procuring Entity no later than the date specified in the Form of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 day from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

3.10 Fraud and Corruption

The Procuring Entity requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Procuring Entity requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

3.11 Sustainable Procurement

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC**.

4 Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Procuring Entity.

4.2 Removal and/or Replacement of Personnel

- a) Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- b) If the Procuring Entity finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Procuring Entity's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.
- c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5 Obligations of the Procuring Entity

5.1 Assistance and Exemptions

The Procuring Entity shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2(a) or (b), as the case may be.

5.3 Services and Facilities

The Procuring Entity shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6 Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

6.2 Contract Price

- a) The price payable is **set forth in the SCC**.
- b) Price may be payable in foreign currency, if so allowed in this document.

6.3 Payment for Additional Services, and Performance Incentive Compensation

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

- 6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
- 6.3.3 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (*which would be the tender price*), payment valuation certificates and variation orders on omissions and additions valued based on rates in the schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Procuring Entity specifying the amount due.

6.5 Interest on Delayed Payments

If the Procuring Entity has delayed payments beyond thirty (30) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in **the SCC**.

6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c L_{mc} / L_{oc} + C_c I_{mc} / I_{oc}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

A_c , B_c and C_c are coefficients specified in the **SCC**, representing: A_c the non-adjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

L_{mc} is the index prevailing at the first day of the month of the corresponding invoiced date and L_{oc} is the index prevailing 28 days before Tender opening for labor; both in the specific currency “c”.

I_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and I_{oc} is the index prevailing 28 days before Tender opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Z_o/Z_n will be applied to the respective component factor of p_n for the formula of the relevant currency. Z_o is the number of units of Kenya Shillings of the index, equivalent to one unit of the currency payment on the date of the base index, and Z_n is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account to fall changes in cost due to fluctuations in costs.

6.7 Day works

6.7.1 If applicable, the Day work rates in the Service Provider's Tender shall be used for small additional amounts of Services only when the Procuring Entity has given written instructions in advance for additional services to be paid in that way.

- 6.7.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Procuring Entity. Each completed form shall be verified and signed by the Procuring Entity representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.
- 6.7.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.7.2

7 *Quality Control*

7.1 **Identifying Defects**

The principle and modalities of Inspection of the Services by the Procuring Entity shall be as **indicated in the SCC**. The Procuring Entity shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Procuring Entity may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring Entity considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

Correction of Defects, and Lack of Performance Penalty

- a) The Procuring Entity shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Procuring Entity's notice.
- c) If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring Entity will assess the cost of having the Defect corrected, the Service Provider will pay this amount and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8 *Settlement of Disputes*

8.1 **Contractor's Claims**

- 8.1.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.
- 8.1.2 If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clauses shall apply.
- 8.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all relevant to such event or circumstance.
- 8.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and /or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.
- 8.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and /or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:
- 8.1.5.1 This fully detailed claim shall be considered as interim;
- a) The Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and /or amount claimed, and such further particulars as the Project Manager may reasonably require; and

- b) The Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.
- 8.1.6 Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.
- 8.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause
- 3.5[Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.
- 8.1.8 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.
- 8.1.9 If the Project Manager does not respond within the time framed in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 8.2 [Matters that may be referred to arbitration].
- 8.1.10 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.
- 8.2 Matters that may be referred to arbitration*
- 8.2.1 ***Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Services or abandonment of the Services or termination of the Contract by either party:***
- a) The appointment of a replacement Project Manager upon the said person ceasing to act.
 - b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions
 - c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
 - e) Any dispute arising in respect of war risks or war damage.
 - f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Services or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.
- 8.3 Amicable Settlement*
- 8.3.1 Where a Notice of Dissatisfaction has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sub-Clause 8.1 above should move to commence arbitration after the fifty-sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.
- 8.4 Arbitration*
- 8.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.3 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.
- 8.4.2 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

- 8.4.3 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.
- 8.4.4 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the services.
- 8.4.5 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

8.5 Arbitration with proceedings

- 8.5.1 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;
- a) Law Society of Kenya or
 - b) Chartered Institute of Arbitrators (Kenya Branch)
- 8.5.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.
- 8.5.3 The arbitration maybe on the construction of this Contractor on any matter or thing of what so ever nature arising there under or in connection there with, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to been titled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.
- 8.5.4 Provided that no arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 8.5.5 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 8.5.6 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.
- 8.5.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.
- 8.5.8 The award of such Arbitrator shall be final and binding upon the parties.

8.6 Failure to Comply with Arbitrator's Decision

- 8.6.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

9.1 The Adjudicator

- 9.1.1 Should the Adjudicator resign or die, or should the Procuring Entity and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Procuring Entity and the Service Provider. In case of disagreement between the Procuring Entity and the Service Provider, within 30days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

9.2 The Adjudicator shall be paid by the hour at the rate **specified in the TDS and SCC**, together with reimbursable expenses of the type's **specified in the SCC**, and the cost shall be divided equally between the Procuring Entity and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

B. APPENDICES

Appendix A - Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Procuring Entity, etc.

Appendix B - Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

Appendix C - Breakdown of Contract Price

List here the elements of cost used to arrive at the breakdown of the lump-sum price:

- 1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional Services.

Appendix D - Services and Facilities Provided by the Procuring Entity

C. FORMS

SECTION VIII -CONTRACT FORMS

FORM NO. 1 - PERFORMANCE SECURITY – (Unconditional Demand Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:___*[insert name and Address of Procuring Entity]*

Date:___*[Insert date of issue]*

PERFORMANCE GUARANTEE No.:_____

Guarantor:..... *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____(hereinafter called "the Applicant") has entered into Contract No. *dated* ___with the Beneficiary, for the execution of _____ (herein after called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Applicant, we as Guarantor, hereby irrevocably under take to pay the Beneficiary any sum or sums not exceeding in total an amount of(), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the...Day of....., 2...2, and any demand for payment under it must be received by us at this office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.” _____

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

1The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

2Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

FORM No. 2 - PERFORMANCE SECURITY OPTION 2 – (Performance Bond)

[Note: Procuring Entities are advised to use Performance Security–Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code] **Beneficiary:** [insert name and Address of Procuring Entity]

Date: [Insert date of issue]

PERFORMANCE BOND No.: _____

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (herein after called “the Surety”), are held and firmly bound unto _____] as Obligee (herein after called “the Procuring Entity”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the _____ day of _____, 20____, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are herein after referred to as the Contract.

3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions; or
- 2) Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable here under, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
- 3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day of _____ 20_____.

SIGNED ON _____ on behalf of by _____ in the capacity of _____ In the presence of _____

SIGNED ON _____ on behalf of By _____ in the capacity of _____ In the presence of _____

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.: _____ [insert identification no] Name of the Tender Title/Description: _____ [insert name of the assignment] to: _____ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated _____ [insert date of notification of award] to furnish additional information on beneficial ownership: _____ [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	Full Name		Directly--- ----- % of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalen t governin g body of the Tenderer: Yes ---- No----	1. Exer cises signi fican t influ ence or contr ol over the Com pany body of the Com pany
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality					

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
Date of birth [dd/mm/yyyy] Postal address Residential address Telephone number Email address Occupation or profession				2. Is this right held directly or indirectly?: Direct..... Indirect.....	(tenderer) Yes ----No- --- 2. Is this influence or control exercised directly or indirectly? Direct..... Indirect...
2.	Full Name National identity card number or Passport number	Directly--- ----- % of shares Indirectly- -----% of shares	Directly.....% of voting rights Indirectly---- -----% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the	1. Exercises significant influence or control over the Company body

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
Personal Identification Number (where applicable)				Tenderer: Yes ---- No----	of the Company (tenderer) Yes ---- No----
Nationality(ies)				2. Is this right held directly or indirectly?:	2. Is this influence or control exercised directly or indirectly?
Date of birth [dd/mm/yyyy]				Direct.....	Direct.....
Postal address				Indirect.....	Indirect...
Residential address					
Telephone number					
Email address					
Occupation or profession					
3.					
e.					
t.					
c					

- II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020. (Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*
- III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:
- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
 - (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
 - (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
 - (d) exercises significant influence or control, directly or indirectly, over the company.
- IV) What is stated to herein above is true to the best of my knowledge, information and belief.

*Name of the Tenderer: *[insert complete name of the Tenderer]_____*

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]*

Designation of the person signing the Tender: [insert complete title of the person signing the Tender]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date this [insert date of signing] day of..... [Insert month], [insert year]

Bidder Official Stamp

SPECIFICATION FOR THE PROVISION OF INSURANCE

To ensure that all college motor vehicles, staff and students are insured as and when need arises. This includes Buses, Vans, Trucks, Saloons, motorbikes and all other motor vehicles as may be acquired and owned by The Kisiwa National Polytechnic. The number of students and staff shall be as stated from time to time.

Methods

This shall be achieved through:-

1. Provision of Annual Insurance covers for all Institute motor vehicles
2. Provision of Short Term Insurance covers for students on attachment and staff on training as and when need will arise.

EXPECTATIONS

The Insurer shall be responsible for the timely provision of all insurance covers as and when need arises.

Mandatory Requirements for Provision of Insurance.

In addition to the requirements provided inter earlier at the preliminary evaluation, the tenderers for provision of insurance shall provide:

STAGE ONE (1) - PRELIMINARY EVALUATION CRITERIA

Tenderers are required to meet the following MANDATORY REQUIREMENTS which will be used during Preliminary Examination to determine responsiveness. The tenderer shall either be responsive or non-responsive. Those that are responsive shall proceed to the next Technical Evaluation Stage.

No.	Requirements	Yes/No
1	Registration Certificate/Letter of Incorporation (Underwriter and Broker)	
2.	Must submit a valid Tax Compliance Certificate	
3	The tenderer must submit an original tender Security of KES 20,000 from a bank licensed by CBK or an insurance company approved by the Public Procurement Regulatory Authority (PPRA). (Broker).	

4	Tenderers must submit signed Form of Tender document original and copy which must be tape bounded, serialized all pages continuously from the first page to the last including annexes (i.e 2,3,3...n)	
5	Must submit a duly filled up Confidential Business Questionnaire	
6	Underwriting registration certificate by IRA	
7	The underwriter must submit a membership certificate for the current year from the Association of Kenya Insurers (AKI).	
8	Recommendation letter from at least 2 Clients	
9	List of Hospitals (in Nairobi and the Counties)	
10	Relevant experience in provision of motor vehicle and medical insurance services at least 10 years	
11	Dully filled and stamped self-declaration form the firm/consultants are not debarred from participating in Public Procurement.	
12	Dully filled and stamped self-declaration that the firm/consultants have never and will not engage in any corrupt practice	
13	Company Profile to include management team, Board of directors.	
14	Proof of creditworthiness from your firm's Bankers.	
15	Evidence of "Re-Insurance" arrangements of medical insurance business	
16	Provide information regarding litigation in which the insurance Company is in, the parties Concerned and the disputed amount. If not in litigation, a signed and stamped statement from the insurer.	
17	Must demonstrate presence and wide coverage across the country	
18	Proof of registration on the Electronic Government Procurement System-Portal (e-GP Portal).	
	RESPONSIVE/NON RESPONSIVE	

Firms that do not meet any of the above Mandatory requirements shall be declared non-responsive at the preliminary evaluation stage and therefore not subject to further evaluation.

TECHNICAL EVALUATION FOR THE PROVISION OF INSURANCE

Item No.	Criteria	Evaluation Criteria	Maximum Score	
F1	Firm's past experience	i). Submit evidence of any five (5) current assignments of providing required insurance cover services to similar organizations whose Motor vehicle and medical insurance business premiums are Kes 10 million and above for each client. (2Mks per client, maximum 10 Marks)	10	
		ii). Submit proof of current running insurance contracts with any Five Public entities having a minimum of Kes. 10 million and above for Motor vehicle Insurance (1Mk per client, maximum 5 Marks)	5	
		iii). As proof of each of the above 5 (five) assignments done for the organizations and Public entities, provide corresponding: a). Copies of award letters. (1Mk per client, Maximum 5 Marks)	5	
		a). Copies of award letters. (1Mk per client, Maximum 5 Marks)		
		b). Copies of contracts. (1Mk per client, Maximum 5Marks)	5	
c). Copies of recommendation letters 1Mk per client, Maximum 5 Marks) (Broker and Recommended Underwriter)	5			
SUB TOTAL			30	
F2	Professional qualifications and experience of staff to deal with Motor vehicle and medical Insurance portfolio (Minimum 3 Staff).	Submit copies of CV and Certificates of each member listed as proof of qualifications. a). Name of the Team leader (Principal Officer) with a relevant Degree and attach the following:		
		i). Copy of the appointment letter from IRA, (2.5 marks)		2.5
		ii). Degree Certificate and Professional qualification (ACII/CII/AIK/IJK) with 15 years' Insurance experience (2.5 marks)		2.5
		iii). Valid Certificate of Good Conduct (2.5 marks)		2.5
		iv). Valid AIJK Membership (Insurance Institute of Kenya) (2.5 marks)		2.5
b). Two Management Staff with; i) Relevant Degree (4 marks)	4			

		ii). Professional Qualifications (ACII/CII/AIK/IJK/ equivalent) with over Ten Years Insurance experience (4 marks)	4
		iii). Valid Certificate of Good Conduct (2marks)	2
		iv). Valid AIJK Membership (Insurance Institute of Kenya (Max 6 marks)	6
		c). At least Two (2) team members (Technical members) with; i). Relevant Degree (2marks)	2
		ii). Professional Qualifications (ACII/CII/AIK/IJK/ equivalent) with over five (5) Years Insurance experience (2 marks) (Broker and Recommended Underwriter)	2
		iii). Valid AIJK Membership (Insurance Institute of Kenya (Max 5 marks)	5
Sub Total			35
F3	Settlement of claims	Submit the following: i) Current recommendation letters (2024) from at least five (5) reputable clients with ongoing service (10 marks) 10	10
		ii). Contracts (Must attach copies of the contracts), (10 marks) 10 (Broker and Recommended Underwriter)	10
Sub Total			20
F4	Audited Accounts	Submit Certified Audited Financial Statements for the last three (3) years. The Financial Statements must be duly signed and stamped (Max 15 marks) (Broker and Recommended Underwriter)	15
Sub Total			15
Grand Total			100

Only bidders that will have attained technical evaluation overall pass of 70% for technical capability shall proceed to Financial Evaluation.

FINANCIAL AND PRICE EVALUATION:

The bidder that will have attained technical evaluation overall pass for technical capability and whose financial proposal is the lowest shall be awarded the tender to provide the insurance covers for a period of one year.

S/NO	VEHICLE	APPROXIMATE ANNUAL PREMIUM
1.	ISUZU MUX (7SEATER) - KCT272Y	
2.	NISSAN HARD BODY(5SEATER) - KBL431G	
3.	ISUZU NPR TRUCK– KCP697K	
4.	SUZUKI SWIFT (4 SEATER) – KCT238Y	
5.	ISUZU FRR BUS (51 SEATER) - KBQ616D	
6.	ISUZU FRR BUS (45 SEATER) – KCT631Y	
7.	MOTORBIKE(YAMAHA CRUX - KCK 381U)	
8.	MOTORBIKE(YAMAHA CRUX - KCK 381U)	
9.	TOYOTA HIACE (14 SEATER)- KDR 866P	

N/B: A visit to value the vehicles can be done during official working hours and upon advance booking through the official Institution contacts here in provided.

S/NO	PERSONS	APPROXIMATE PREMIUM FOR THREE MONTHS PER PERSON
1.	TRAINEE/STUDENT	

NOTE

Due diligence shall be conducted the evaluated bidders to confirm authenticity of the information provided before award. Any form of misrepresentation detected may lead to disqualification.

**REQUIREMENTS AND THE EVALUTION CRITERIA FOR THE:
PROVISION OF CATERING AND HOSPITALITY SERVICES: EVENT MANAGEMENT SERVICES
AND DAY CONFERENCE FACILITY ON-AS AND WHEN REQUIRED BASIS.**

PRELIMINARY EVALUTION

S/ No.	Mandatory Requirements	Score : Yes/No .
1	Copy of certificate of incorporation /Registration certificate.	
2	Copy of PIN Certificate.	
3	Copy of Valid Tax Compliance certificate from Kenya Revenue Authority.	
4	Form of Tender duly completed, signed and stamped by the Tenderer in the format provided.	
5	Price Schedule duly completed, signed and stamped by the Tenderer in the format provided	
6	Valid Single Business permit from a County Government. (Attach License/payment receipt).	
7	Dully completed Confidential Business Questionnaire (MUST be duly filled, signed and stamped in the format prescribed).	
8	Provide copies of audited financial statements for the last three (3) years and duly signed by accredited Auditors.	
9	Must have NSSF and NHIF Compliance Certificate or evidence of payment receipts for May, 2024.	
10	Must possess Workman’s Compensation Compliant (WIBA) – Provide a copy of Policy Document	
11	Attach copies of Identification documents (IDs or valid Passports) of the Owners/ Directors of the firms and certified copy of the latest (not more than one year) CR 12 issued by the Registrar of Companies. In case of Partnerships attach partnership deed.	
12	Properly bound document/ well-presented document. All pages of the tender document should be serialized or serially numbered in the format required.	
13	Self- declaration that the tenderer will not engage in any Fraud & Corruption signed by the Chief Executive Officer/ Principal officer.	
14	Original and copy of the tender document shall be placed in a sealed envelope clearly marked “Original” and “Copy” and addressed as stated in the invitation to tender.	
15	Provide names of similar organizations that you have rendered similar services to demonstrate your experience in providing catering service. Attach the names, addresses and contact details. Contact details to include e-mail and cell phone number.	

16	Provide details of premises and branches you operate. Proof of title/Certificate of Lease or lease agreement or copy of utility bill (Electricity/water/telephone).	
17	Provide Public Health Certificates for staff and employees issued by a County Government.	
18	Tenderers are required to complete all the applicable standard forms in the tender document at the submission stage.	

**TECHNICAL MANDATORY
REQUIREMENTS DAY CONFERENCE FACILITY**

NO	PARTICULARS	Remarks	
		Inclusive	Not Inclusive
1.	FULL DAY CONFERENCE PACKAGE		
	Inclusive of 10 O'clock and 4 O'clock beverage, both accompanied by snacks (Including Proteins) & Fruits		
	Buffet Lunch served with soft drink/juice/water (No disposable plastic)		
	Two bottles of 500ML Mineral water in the morning and afternoon (In an Eco-friendly packaging)		
	Indicate discounts on drivers' personnel package if any		
	Mint Sweets & Additional sweets in the morning & afternoon		
	Flip Charts and Marker Pens		
	Projector		
	Note Pad and Biro daily		
	Confirm Ample Conference Space with physical distance between participants		
	Indicate bandwidth of Internet WIFI		
	Confirm disability friendliness of the facility (Availability of lifts and/or ramps, wheelchair, etc		

HALF DAY CONFERENCE PACKAGE

NO	PARTICULARS	Remarks	
		Inclusive	Not Inclusive
2.	HALF DAY CONFERENCE PACKAGE		
	Inclusive of 10 O'clock beverage, accompanied by snacks (Including Proteins) & Fruits		
	Buffet Lunch served with soft drink/juice/water (No disposable plastic)		
	1 bottle of 500ML Mineral water in the morning (In an Eco-friendly packaging)		
	Mint Sweets & Additional sweets in the morning & afternoon		
	Flip Charts and Marker Pens		
	Projector		
	Note Pad and Biro daily		
	Confirm Ample Conference Space with physical distance between participants		
	Indicate bandwidth of Internet WIFI		

AFTERNOON CONFERENCE PACKAGE

NO	PARTICULARS	Remarks	
		Inclusive	Not Inclusive
3.	AFTERNOON CONFERENCE PACKAGE		
	Inclusive of 4 O'clock beverage, accompanied by snacks (Including Proteins) & Fruits		
	1 bottle of 500ML Mineral water in the Afternoon (In an Eco-friendly packaging)		
	Mint Sweets		
	Flip Charts and Marker Pens		
	Projector		
	Note Pad and Biro daily		
	Confirm Ample Conference Space with physical distance between participants		
	Indicate bandwidth of Internet WIFI		

Breakfast Meeting

NO	PARTICULARS	Remarks	
		Inclusive	Not Inclusive
4.	Breakfast Meeting		
	Conference package and breakfast		

NO	PARTICULARS	Remarks	
		Inclusive	Not Inclusive
5.	Gala Dinner		
	Standard average menu inclusive of beverages		

SUB CRITERIA

S/NO	PARTICULARS	Comment
i	Confirm number of halls for Conference Capacities in compliance with COVID-19 Social Distance	
	10 -20 pax	
	20-50 Pax	
	50- 100 Pax	
	100-150 Pax	
	150- 300 Pax	
	300 Pax and above	
ii	Indicate bandwidth of Internet WIFI	
iii	Projector inclusive in the package	
iv	Provision of Sanitizer points	
v	Indicate classification of Hotel (Tick as appropriate)	
	5 Star	
	4 Star	
	3 Star	
	Other Category	
vi	Indicate number of Parking Space	

NO	PARTICULARS	Unit Cost (Ksh)
1	Full Day Conference Package	
2	Half Day Conference Package	
3	Cocktail	
4	Afternoon Conference Package	
5	Full board Accommodation	
6	Half Board Accommodation	
7	Bed & Breakfast Accommodation	
8	Gala Dinner	
9	Breakfast Meeting	
10	Break away room rate	

(Service provider to attach detailed brochures in line with the offered package(s))

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Financial Evaluation

1. The financial evaluation shall be undertaken for bidders meeting the preliminary and technical requirements.
2. Prices must be inclusive of all applicable taxes.
3. Bidders meeting the tender conditions with the least evaluated cost shall be contracted for provision of full Board Accommodation and day conference services on “As and When Required”- AWR basis subject to availability of required space on specific dates.
4. Bidder shall provide copies of audited financial statements for the last three (3) years and duly signed by accredited Auditors. The bid with the lowest evaluated price shall be awarded the contract to provide catering services for a period of one year.

NOTES:

Minimum Score	Bidders must get at least 70% of the technical score to proceed for financial evaluation.
Due diligence:	The Institute shall carry out due diligence verify the qualifications of the tenderer including by contacting previous and current clients served as well as conducting site visits in areas of their operations.
Contract Management	The contract will remain firm for a period of one year. In the event of the need for variations within the contract period it will be based on the prevailing circumstances, sector-based best practices, and guidance by regulatory bodies, prevailing consumer price indices obtained from Kenya National Bureau of Statistics or the monthly inflation rate issued by the Central Bank of Kenya.

