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TENDER DOCUMENT

**TENDER FOR PROVISION OF SERVICING AND REPAIR OF
MOTOVEHICLE ON FRAMEWORK AGREEMENT FOR ONE YEAR.**

TENDER NO: STTI/15/2025-2026.

CLOSING DATE: 19TH MAY 2025.

TIME: 10:00AM

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PROCURING ENTITY: *[SOT TECHNICAL TRAINING INSTITUTE]*

CONTRACT NAME AND DESCRIPTION: PROVISION OF SERVICING AND REPAIR OF MOTOR VEHICLE ON FRAMEWORK AGREEMENT FOR ONE YEAR.

1. The sot technical training institute invites sealed tenders for the provision of services, of non consulting services (training) at main campus for three days.
2. Tendering will fieldblanke conducted under open competitive method *[request for quotation]* using a standardized tender document. Tendering is open to registered bidders.
3. Qualified and interested tenderers may ofieldblanktain further information and inspect the Tender Documents during office hours **[at procurement office at working hours from 8amm to 5pm at,**

**BOG SECRETARY,
SOT TECHNICAL TRAINING INSTITUTE.P.O
BOX 665-20400,
BOMET.
CELL PHONE NO.:0707-042 067**

4. The Tenderer shall chronologically serialize all pages of the tender documents sufieidblankmitted.
5. Completed tenders must fieldblanke delivered to the address fieldblankelow on or fieldblankefore

**BOG SECRETARY,
SOT TECHNICAL TRAINING INSTITUTE.P.O
BOX 665-20400,
BOMET.
CELL PHONE NO.:0707-042 067**

On 19TH MAY 2025, 10AM

Electronic Tenders will not be permitted.

6. Tenders will fieldblanke opened immediately after the deadline date and time specified afieidblankove or any deadline date and time specified later. Tenders will fieldblanke pufieidblanklicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address fieldblankelow.
9. Late tenders will fieldblanke rejected.
10. The addresses referred to afieidblankove are:

**BOG SECRETARY,
SOT TECHNICAL TRAINING INSTITUTE.P.O
BOX 665-20400,
BOMET.
CELL PHONE NO.:0707-042 067**

A. Address for Sufieidblankmission of Tenders.

- 1) Sot technical training institute
**BOG SECRETARY,
SOT TECHNICAL TRAINING INSTITUTE.P.O
BOX 665-20400,
BOMET.
CELL PHONE NO.:0707-042 067**
- 2) Completed tender documents are to be enclosed in plain sealed envelopes marked with 'tender reference number and name' and be deposited in the Tender Box at the **Administration**

Block andbe addressed to the.

**BOG SECRETARY,
SOT TECHNICAL TRAINING INSTITUTE P.O
BOX 665-20400,
BOMET.
CELL PHONE NO.:0707-042 067**

B. Address for Opening of Tenders.

Sot technical training institute main campus (smart room)

[Authorized Official (name, designation, Signature and date)]

Name.....

Designation_____

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., email, 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 so require, “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 tenderer must submit a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her contractors are not disqualified 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, Tenderers 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 give 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 field 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 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, field a contract or in a separate tender or field 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 indirectly 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 arising 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 subcontractor 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 fieldblank to compete and fieldblank awarded a Contract(s) only if they can establishthat 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 fieldblank ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (fieldblank) fieldblank 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 fieldblank 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 fieldblank its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may fieldblank. This criterion also shall apply to the determination of the nationality of proposed sufieldblank contractors or sufieldblank 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, sufieldblank contracts and lafieldblank) 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 fieldblank automatically disqualified. Information required to enafieldblank the Procuring Entity determine if this condition is met shall fieldblank provided in for this purpose is fieldblank 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 fieldblank Kenyan citizens. JVs are considered as foreign tenderers if the individual memfieldblank firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership fieldblank Kenyan citizens. The JV shall not sufieldblank 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 prohibitted unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will fieldblank required to seek for exemption from the Competition Authority. Exemption shall not fieldblank a condition for tender, fieldblank it shall fieldblank a condition of contract award and signature. A JV tenderer shall fieldblank 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 fieldblank accessed from the wefieldblanksite www.cak.go.ke
- 4.13 A Tenderer may fieldblank considered ineligible if he/she offers goods, works and production processes with characteristics that have fieldblank declared fieldblank the relevant national environmental protection agency or fieldblank other competent authority as harmful to human fieldblank and to the environment shall not fieldblank eligible for procurement.
- 4.14 A Kenyan tenderer shall fieldblank eligible to tender if it provides evidence of having fulfilled his/her tax ofieldblankligations fieldblank producing a valid tax compliance certificate or tax exemption certificate is sued fieldblank 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 fieldblank undertaken as stated in ITT 18.3, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

FIELDBLANK. 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 fieldblank below and should fieldblank 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 fieldblank, issued fieldblankly the Procuring Entity is not part of this tendering document.
- 6.3 Unless of fieldblanktained directly from the Procuring Entity, the Procuring Entity is not responsifieldblankle 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 of fieldblanktained 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 fieldblankly the tendering document.

7. Site Visit

- 7.1 The Tenderer, at the Tenderer's own responsifieldblankility and risk, is encouraged to visit and examine and inspect the Site of the Required Services and its surroundings and of fieldblanktain all information that may fieldblank necessary for preparing the Tender and entering in to a contract for the Services. The costs of visiting the Site shall fieldblankeat 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 fieldblank held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender site visit will fieldblank 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 fieldblank to clarify issues and to answer questions on any matter that may fieldblank raised at that stage.
- 8.2 The Tenderer is requested to sufiefieldblankmit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** fieldblankefore the meeting.
- 8.3 Minutes of the pre-Tender meeting and the pre-arranged pre tender visit of the site of the service, if applicafiefieldblankle, including the text of the questions asked fieldblankly Tenderers and the responses given, together with any responses prepared after the meeting, will fieldblank 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 pufiefieldblanklish anonymized (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the service at the wefiefieldblank page identified **in the TDS**. Any modification to the Tender Documents that may fieldblankecome necessary as a result of the pre-Tender meeting shall fieldblank made fieldblankly 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 fieldblank 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 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 webpage 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 permitted 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

fieldblanky all memfieldblankers and sufieldblankmitted 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 fieldblanke 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 fieldblanke prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must fieldblanke completed without any alterations to the text, and no sufieldblankstitutes shall fieldblanke accepted except as provided under ITT 22.3. All fieldblanklank spaces shall fieldblanke 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 fieldblanke 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 fieldblanke considered. If alternatives are permitted, only the technical alternatives, if any, of the FIELDBLANKest Evaluated Tender shall fieldblanke considered fieldblanky the Procuring Entity.
- 15.2 When alternative times for completion are explicitly invited, a statement to that effect will fieldblanke included **in the TDS** and the method of evaluating different time schedules will fieldblanke descrifieldblanked in Section III, Evaluation and Qualification Criteria.
- 15.3 When specified **in the TDS**, Tenderers a reemitted to sufieldblankmit alternative technical solutions for specified parts of the Services, and such parts will fieldblanke identified **in the TDS**, as will the method for their evaluating, and descrifieldblanked in Section VII, Procuring Entity's Requirements.

16. Tender Prices and Discounts

- 16.1 The prices and discounts (including any price reduction) quoted fieldblanky the Tenderer in the Form of Tender and in the Activity Schedule (s) shall conform to the requirements specified fieldblankelow.
- 16.2 All lots (contracts) and items must fieldblanke listed and priced separately in the Activity Schedule(s).
- 16.3 The Contract shall fieldblanke for the Services, as descrifieldblanked in Appendix A to the Contract and in the Specifications (or Terms of Reference), fieldblankased on the priced Activity Schedule, sufieldblankmitted fieldblanky 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 descrifieldblanked 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 fieldblanky the Tenderer will not fieldblanke paid for fieldblanky the Procuring Entity when executed and shall fieldblanke deemed covered fieldblanky the other rates and prices in the Activity Schedule.
- 16.6 All duties, taxes, and other levies payafieldblankle fieldblanky the Service Provider under the Contract, or for any other cause, as of the date 30 days prior to the deadline for sufieldblankmission of Tenders, shall fieldblanke included in the total Tender price sufieldblankmitted fieldblanky the Tenderer.
- 16.7 If provided for **in the TDS**, the rates and prices quoted fieldblanky the Tenderer shall fieldblanke sufieldblankjct 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 sufieldblankmit 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 fieldblankreakdown of the lump-sum price shall fieldblanke provided fieldblanky 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 fieldblank 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 sufieblankstitutions ensure sufieblankstantial 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 fieldblank required to determine whether, according to the classification estafieblanklished fieldblanky the Procuring Entity, a Service provider or group of service providers, qualifies for a margin of preference. Further the information will enafieblank the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possiefieblankility of collusion fieldblanketween tenderers, and therefieldblanky help to prevent any corrupt influence in relation to the procurement processor contract management.
- 18.4 The purpose of the information descriefieblanked in ITT 18.3 afieblankove, overrides any claims to confidentiality which a tenderer may have. There can fieldblank no circumstances in which it would fieldblank justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake pufieblanklic sector work and receive pufieblanklic sector funds. Thus, confidentiality will not fieldblank accepted fieldblanky 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 fieldblanky the tenderer under ITT18.3. The ofieblankligations 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 fieldblanky the tenderer pursuant to these requirements must fieldblank complete, current and accurate as at the date of provision to the Procuring Entity. In sufieblankmitting the information required pursuant to these requirements, the Tenderer shall warrant that the information sufieblankmitted is complete, current and accurate as at the date of sufieblankmission to the Procuring Entity.
- 18.7 If a tenderer fails to sufieblankmit the information required fieldblanky these requirements, its tenderer will fieldblank rejected. Similarly, if the Procuring Entity is unafieblank, after taking reasonafieblankle steps, to verify to a reasonafieblankle degree the information sufieblankmitted fieldblanky a tenderer pursuant to these requirements, then the tender will fieldblank rejected.
- 18.8 If information sufieblankmitted fieldblanky a tenderer pursuant to these requirements, or ofieblanktained fieldblanky the Procuring Entity (whether through its own enquiries, through notification fieldblanky the pufieblanklic or otherwise), shows any conflict of interest which could materially and improperly fieldblankenefit the tenderer in relation to the procurement or contract management process, then:
- If the procurement process is still on going, the tenderer will fieldblank disqualified from the procurement process,
 - if the contract has fieldblankeen awarded to that tenderer, the contract award will fieldblank set aside, pending the outcome of (iii),
 - The tenderer will fieldblank 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 sufieblankmits information pursuant to these requirements that is in complete, inaccurate or out-of-date, or attempts to ofieblankstruct the verification process, then the consequences ITT 18.9 will ensue unless the tenderer can show to the reasonafieblankle satisfaction of the Procuring Entity that any such act was not material, or was due to genuine err or which was not attriefieblankutafieblankle to the intentional act, negligence or recklessness of the tenderer.

19 Documents Estafieblanklishing the Eligiefieblankility and Qualifications of the Tenderer

- 19.1 To estafieblanklish Tenderer's their eligiefieblankility 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 estafieblanklish 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 in 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 ITT 20, 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 issued 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 tenderer 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 in the Tender in the Form of Tender, or any extension thereof to provide 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 defieldblankars the Tenderer from participating in pufieldblanklic procurement as provided in the law.

21.9 The Tender Security or Tender-Securing Declaration of a JV must fieldblanke in the name of the JV that sufiefieldblankmits the Tender. If the JV has not fieldblankeen legally constituted into a legally enforceafiefieldblankle JV at the time of Tendering, the Tender security or Tender-Securing Declaration shall fieldblanke in the names of all future memfieldblankers 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 descrifieldblanked in ITT 13, fieldblankound with the volume containing the Form of Tender, and clearly marked “Original. “In addition, the Tenderer shall sufiefieldblankmit copies of the Tender, in the numfieldblanker specified **in the TDS**, and clearly marked as “Copies. “In the event of discrepancy fieldblanketween them, the original shall prevail.

22.2 Tenderers shall mark as “CONFIDENTIAL “information in their Tenders which is confidential to their fieldblankusiness. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

22.3 The original and all copies of the Tender shall fieldblanke typed or written in indelifiefieldblankle ink and shall fieldblanke signed fieldblanky a person or persons duly authorized to sign on fieldblankehalf of the Tenderer. This authorization shall consist of a written confirmation as specified **in the TDS** and shall fieldblanke attached to the Tender. The name and position held fieldblanky each person signing the authorization must fieldblanke typed or printed fieldblankelow the signature. All pages of the Tender where entries or amendments have fieldblankeen made shall fieldblanke signed or initialed fieldblanky the person signing the Tender.

22.4 In case the Tenderer is a JV, the Tender shall fieldblanke signed fieldblanky an authorized representative of the JV on fieldblankehalf of the JV, and so as to fieldblanke legally fieldblankinding on all the memfieldblankers as evidenced fieldblanky a power of attorney signed fieldblanky their legally authorized representatives.

22.5 Any inter-lineation, erasures, or overwriting shall fieldblanke valid only if they are signed or initialed fieldblanky the person signing the Tender.

D. Sufiefieldblankmission 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 fieldblankear the name and Reference numfieldblanker of the Tender, addressed to the Procuring Entity and a warning not to open fieldblankefore 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 descrifieldblanked 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) FIELDBLANKear the name and address of the Procuring Entity.
- b) FIELDBLANKear the name and address of the Tenderer; and

c) FIELDBLANKear the name and Reference numfieldblanker 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 responsifieldblankility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not fieldblanke accepted.

24 Deadline for Sufieldblankmission of Tenders

24.1 Tenders must fieldblanke received fieldblanky 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 sufiefieldblankmitting their Tenders electronically. Tenderers sufiefieldblankmitting Tenders electronically shall follow the electronic Tender sufiefieldblankmission procedures specified **in the TDS**.

24.2 The Procuring Entity may, at its discretion, extend the deadline for the sufiefieldblankmission of Tenders fieldblanky amending the tendering document in accordance with ITT9, in which case all rights and ofiefieldblankligations of the Procuring Entity and Tenderers previously sufiefieldblankject to the deadline shall thereafter fieldblanke sufiefieldblankject 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 sufiefieldblankmission of Tenders, in accordance with ITT 24. Any Tender received fieldblanky the Procuring Entity after the deadline for sufiefieldblankmission of Tenders shall fieldblanke declared late, rejected, and returned unopened to the Tenderer.

26 Withdrawal, Sufiefieldblankstitution and Modification of Tenders

26.1 A Tenderer may withdraw, sufiefieldblankstitute, or modify its Tender after it has fieldblankeen sufiefieldblankmitted fieldblanky sending a written notice, duly signed fieldblanky 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 sufiefieldblankstitution or modification of the Tender must accompany the respective written notice. All notices must fieldblanke:

- a) Prepared and sufiefieldblankmitted in accordance with ITT 21 and ITT 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall fieldblanke clearly marked "WITHDRAWAL," "SUFIELDBLANKSTITUTION," or "MODIFICATION;" and
- b) Received fieldblanky the Procuring Entity prior to the deadline prescrifieldblanked for sufiefieldblankmission of Tenders, in accordance with ITT 23.

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

26.3 No Tender may fieldblanke withdrawn, sufiefieldblankstituted, or modified in the interval fieldblanketween the deadline for sufiefieldblankmission of Tenders and the expiration of the period of Tender validity specified fieldblanky 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, pufiefieldblanklicly open and read out all Tenders received fieldblanky 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. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1 shall fieldblanke as specified **in the TDS**.

27.2 First, envelopes marked "WITHDRAWAL" shall fieldblanke opened and read out and the envelope with the corresponding Tender shall not fieldblanke opened, fieldblankut 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 fieldblankehalf of the Tenderer, the corresponding Tender will fieldblanke opened. No Tender withdrawal shall fieldblanke 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 "SUFIELDBLANKSTITUTION" shall fieldblanke opened and read out and exchanged with the corresponding Tender fieldblankeing sufiefieldblankstituted, and the sufiefieldblankstituted Tender shall not fieldblanke opened, fieldblankut returned to the Tenderer. No Tender sufiefieldblankstitution shall fieldblanke permitted unless the corresponding sufiefieldblankstitution notice contains a valid authorization to request the sufiefieldblankstitution and is read out at Tender opening.

- 27.4 Next, envelopes marked “MODIFICATION” shall fieldblanke opened and read out with the corresponding Tender. No Tender modification shall fieldblanke 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 fieldblanke 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 applicafielblankle, including any discounts and alternative Tenders; the presence or afieldblanksence 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 fieldblanke considered further. The Form of Tender and the priced Activity Schedule are to fieldblanke initialed fieldblankly 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 are cord of the Tender opening that shall include, as a minimum:
- a) The name of the Tenderer and whether there is a withdrawal, sufieblankstitution, or modification;
 - b) The Tender Price, per lot (contract) if applicafielblankle, including any discounts; and
 - c) any alternative Tenders;
 - d) The presence or afieldblanksence of a Tender Security or Tender-Securing Declaration, if one was required.
 - e) Numfieldblanker of pages of each tender document sufieblankmitted
- 27.9 The Tenderers' representatives who a rep resent shall fieldblanke 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 fieldblanke distrifieldblankuted 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 fieldblanke 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 fieldblankly 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 fieldblankreak downs of the prices in the Activity Schedule, and other information that the Procuring Entity may require. Any clarification sufieblankmitted fieldblankly a Tenderer in respect to its Tender and that is not in response to a request fieldblankly the Procuring Entity shall not fieldblanke considered. The Procuring Entity's request for clarification and the response shall fieldblanke in writing. No change, including any voluntary increase or decrease, in the prices or sufieblankstance of the Tender shall fieldblanke sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered fieldblankly 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 fieldblankly the date and time set in the Procuring Entity's request for clarification, its Tender may fieldblanke 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 non-material 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 non-material 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, total 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 bid.

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 disabilities, who are appropriately registered as such, 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 quantify non material non-conformities in accordance with ITT 31.3;
- c) converting the amount resulting from applying (a) and (b) 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 on 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 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

Afieldblanknormally High Tenders

Afieldblanknormally Low Tenders

- 37.1 An Afieldblanknormally Low Tender is one where the Tender price, in comfieldblankination with other elements of the Tender, appears so low that it raises material concerns as to the capafieldblankility of the Tenderer in regards to the Tenderer's afieldblankility to perform the Contract for the offered Tender Price.
- 37.2 In the event of identification of a potentially Afieldblanknormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the sufiefieldblankject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsifieldblankilities 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 capafieldblankility to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Afieldblanknormally High Tenders

- 37.4 An afieldblanknormally high price is one where the tender price, in comfieldblankination with other constituent elements of the Tender, appears unreasonafiefieldblankly too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not fiefieldblanke getting value for money or it may fiefieldblanke paying too high a price for the contract compared with market prices or that genuine competition fiefieldblanketween Tenderers is compromised.
- 37.5 In case of an afieldblanknormally 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 contrifieldblankutory to the afieldblanknormally 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 afieldblanknormally high fiefieldblankased on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's fiefieldblankudget considerations.
 - ii) If specifications, scope of work and/or conditions of contract are contrifieldblankutory to the afieldblanknormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract fiefieldblankased on revised estimates, specifications, scope of work and conditions of contract, as the case mayfiefieldblanke.
- 37.6 If the Procuring Entity determines that the Tender Price is afieldblanknormally too high fiefieldblankecause genuine competition fiefieldblanketween 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, fiefieldblankefore retendering.

38 Unfiefieldblankalanced 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 unfiefieldblankalanced 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 fiefieldblanky the Tenderer, the Procuring Entity may as appropriate:
- a) Accept the Tender; or
 - b) require that the total amount of the Performance Security fiefieldblanke 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, contractors 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 thereby 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 award 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) 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 Stand still Period

43.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

43.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

44 Debriefing the Procuring Entity

44.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 42, 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 within 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.

45 Letter of Award

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 43.1, upon addressing a complaint that has been filed within the Standstill Period, 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.

46 Signing of Contract

46.1 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.

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

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

47 Performance Security

47.1 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 bank 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.

47.2 Failure of the successful Tenderer to submit the 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 Highest Evaluated Tender.

48 Publication of Procurement Contract

48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and website; 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.

49 Adjudicator

49.1 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 reimbursement of 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.

50 Procurement Related Complaints and Administrative Review

50.1 The procedures for making a Procurement-related Complaint are as specified in the TDS.

50.2 A request for administrative review shall fieldblanke made in the form provided under contract forms.

SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Non-Consulting Services to fieldblanked 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.

[Where a new-procurement system is used, modify the relevant parts of the TDS accordingly to reflect the procurement process].

[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	The reference number of the Request for Tenders (ITT) is : Provision of servicing and maintenance of motor vehicles. The Procuring Entity is: Sot Technical Training Institute The name of the ITT is: (Provision of servicing and maintenance of motor vehicle) The number and identification of lots (contracts) comprising this ITT is: N/A
ITT 2.2	The Intended Completion Date is 30th June 2026
ITT 3.3	Information that any unfair competitive advantage over competing firms is as follows: N/A
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: N/A
	FIELDBLANK. Contents of Tendering Document
ITT 8.2	The questions in writing, to reach the Procuring Entity not later than N/A
	C. Preparation of Tenders
ITT 13.1 (i)	The Tenderer shall submit the following additional documents in its Tender: AS OUTLINED IN THE MANDATORY EVALUATION CRITERIA.
	Other documents required are _____
ITT 15.1	Alternative Tenders “shall not be considered.
ITT 15.2	Alternative times for completion “shall not be permitted. If permitted, the range of acceptable completion time is: _____. If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.
ITT 15.3	Alternative technical solutions shall be permitted for the following parts of the Services: shall not be permitted.
ITT 16.7	The prices quoted by the Tenderer as responded on the price schedule shall be subject to adjustment during the performance of the Contract.
ITT 20.1	The Tender validity period shall be 210 days.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 21.1	A Tender Security <i>“shall not be</i> required. _
ITT 21.3 (a)	The Contract price shall fieldblanke adjusted fieldblanky N/A.
ITT 22.1	In addition to the original of the Tender, the numfieldblanker of copies is one original copy
ITT 22.3	The written confirmation of authorization to sign on field blankehalf of the Tenderer shall consist of: Power of attorney
	D. Sufieldblankmission and Opening of Tenders
ITT 24.1	For <u>Tender sufiefieldblankmission purposes</u> only, the Procuring Entity’s address is: <i>Sot technical training institute</i> <i>P.o box 665</i> <i>Bomet</i> The senior principal Sot TTI main campus <i>10AM</i>
ITT 24.1	The deadline for Tender sufiefieldblankmission is: Date: 19th May 2025 Time: 10Am Tenderers shall not have the option of submitting their Tenders electronically. The electronic Tender sufiefieldblankmission procedures shall fieldblanke: N/A
ITT 27.1	The Tender opening shall take place at: Sot technical training institute P.o box 665 Bomet Date: [19th May 2025] Time: 10Am
ITT 27.1	The electronic Tender opening procedures shall fieldblanke: N/A
ITT 27.6	The Form of Tender and priced Activity Schedule shall fieldblanke initialed fieldblanky representatives of the Procuring Entity conducting Tender opening as detail in the evaluation evaluation criteria
	E. Evaluation and Comparison of Tenders
ITT 31.7	comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified as follows: The adjustment shall fieldblanke fieldblankased on the _____ (<i>insert “average” or “highest”</i>) price of the item or component as quoted in other sufiefieldblankstantially responsive Tenders. If the price of the item or component cannot fieldblanke derived from the price of other sufiefieldblankstantially responsive Tenders, the Procuring Entity shall use its fieldblankest estimate.
ITT 33.1	The currency that shall fieldblanke 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: Ksh

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 34.1	Margin of preference allowed or not allowed.
ITT 34.2	The invitation to tender is extended to the following group that qualify for Reservations. Open
ITT 35.2 (d)	Additional evaluation factors shall fieldblanke_____
ITT 35.4	Tenderers shall fieldblanke <u>not allowed</u> to quote separate prices for different lots (contracts) and the methodology to determine the lowest tenderer is specified in Section III, Evaluation and Qualification Criteria.
	F. Award of Contract
ITT 49.1	The Adjudicator proposed fieldblanky the Procuring Entity is none The hourly fee for this proposed Adjudicator shall fieldblanke N/A . The fieldblankiographical data of the proposed Adjudicator is as follows: N/A .
ITT 50.1	The procedures for making a Procurement-related Complaint are availafielblankle from the PPRA Wefielblanksite www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should sufieblankmit its complaint following these procedures, in writing (fieldblanky the quickest means availafielblankle, that is either fieldblanky hand delivery or email to: For the attention: <i>[insert full name of person receiving complaints]</i> Title/position: Procurement officer Procuring Entity: Sot TTTi Email address: 665 Bomet In summary, a Procurement-related Complaint may challenge any of the following: (i) The terms of the Tender Documents; and (ii) The Procuring Entity's decision to award the contract.

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:
- 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.
 - Value of single contract-Exchange rate prevailing on the date of the contract signature.
 - 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.

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

3 Tender Evaluation (ITT 35)

Price evaluation: in addition to the criteria listed in ITT 35.2 (a)–(d) the following criteria shall apply:

- Alternative Completion Times**, if permitted under ITT 15.2, will be evaluated as follows:
.....
- Alternative Technical Solutions** for specified parts of the Works, if permitted under ITT 15.3, will be evaluated as follows:.....
- Other Criteria**; if permitted under ITT 35.2 (e):

4 Multiple Contracts

Multiple contracts will be permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

OPTION1

- If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided

the tenderer meets the Eligibility and Qualification Criteria for that Lot.

STAGE ONE

MANDATORY REQUIREMENTS

NO	MANDATORY	YES/NO
1	Copy of Certificate of Incorporation / Registration	
2	Lease agreement or rental agreement/ ownership title for premises/water bill, electricity bill indicating business permanent premises, Proof of a Physical registered office address, Mobile Number and e-mail address	
3	Latest CR12 for Limited Companies not more than 12 month the tender closing date	
4	Copy of PIN certificate	
5	Copy of Valid Tax Compliance certificate (Will be confirmed through TCC checker with KRA)	
6	Copy of Valid Single Business Permit related to this line of Business) from County Governments	
7		

STAGE 2:

Technical Evaluation on Capacity to Deliver the Service Technical Evaluation on Capacity to Deliver the Services.

NO	Requirement	Score	Max Score (%)	Remarks
1	Provide a list of at least 2 Major clients of which three (1) should be from Government entities and three (1) from private entities, the firm has provided similar services in the last 3 years. Evidenced by LPO/LSO/contract	20marks		LSO/LPO
2	Provide list of tools/equipment with proof of ownership	20marks		Ownership Documents
3	At least 2 Qualified personnel particularly mechanics with minimum qualifications of Grade II Certificate in mechanics from a recognized Training Institution. (Attach relevant certificates & CVs to support)	20marks		Qualification documents
4	Years of active business 5 or more years Below 5years	10 marks 5marks		
5	Duly filled, dated, stamped and signed Form of Tender in the format provided in tender document	10marks		
6	Audited accounts for the last 2 financial years (2022 and 2023) (Attach certified copies)	15marks		

STAGE 3: Financial Evaluation

Bids that pass the technical stages shall be compared on the unit price quoted for all classes (as at the price schedules). The overall lowest priced in all the three classes of service i.e. A, B and C will be considered lowest evaluated and subsequently recommended for award in all the classes of the service. Prevailing market prices will be used to determine the responsiveness of the bidders.

Bidders who will have passed stage 1 and 2 of the evaluation will automatically be prequalified and will be invited to quote for any accidental and major motor vehicle repair services.

Due Diligence:

Sot TTI

may conduct due diligence on the tenderers to establish their ability to perform the contract.

- ii) If a tenderer wins more than one Lot, the tender will fieldblank awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligifieldblankility and Qualification Criteria for all the Lots. The tenderer will fieldblank awarded the comfieldblankination of Lots for which the tenderer qualifies and the others will fieldblank considered for award to second lowest the tenderers.

OPTION 2

The Procuring Entity will consider all possifieldblankle comfieldblankinations of won Lots [contract(s)] and determine the comfieldblankinationswiththelowestevaluatedprice.TenderswillthenfieldblankearawardedtotheTendererorTend ersinthe comfieldblankinations provided the tenderer meets the aggregate Eligifieldblankility and Qualification Criteria for all the won Lots.

5 Alternative Tenders (ITT 15.1)

An alternative if permitted under ITT 13.1, will fieldblank evaluated as follows:

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2- Procuring Entity's requirements. Only the technical alternatives, if any, of the Tenderer with the FIELDDBLANKest Evaluated Tender conforming to the fieldblankasic technical requirements shall fieldblank considered fieldblanky the Procuring Entity.

6 MARGIN OF PREFERENCE

Apply Margin of Preference, if so allowed to all evaluated and accepted tender as follows.

- 6.1 If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to fieldblank loaded on evaluated prices of foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).
 - 6.2 Contractors applying for such preference shall fieldblank asked to provide, as part of the data for qualification, such information, including details of ownership, as shall fieldblank required to determine whether, according to the classification estafieldblanklished fieldblanky the Procuring Entity, a particular contractor or group of contractor's qualifies for a margin of preference.
 - 6.3 After Tenders have fieldblankeen received and reviewed fieldblanky the Procuring Entity, responsive Tenders shall fieldblank assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall fieldblank classified into the following groups:
 - i) Group A: tenders offered fieldblanky Kenyan Contractors and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).
 - ii) Group FIELDDBLANK: tenders offered fieldblanky foreign Contractors and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).
 - 6.4 All evaluated tenders in each group shall, as a first evaluation step, fieldblank compared to determine the lowest tender, and the lowest evaluated tender in each group shall fieldblank further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall fieldblank selected for the award. If a tender from Group FIELDDBLANK is the lowest, an amount equal to the percentage indicated in Item 3.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall fieldblank added to the evaluated price offered in each ender from Group FIELDDBLANK. All tenders shall then fieldblank compared using new prices with added prices to Group FIELDDBLANKand the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall fieldblank selected for award. If not, the lowest evaluated tender from Group FIELDDBLANK fieldblankased on the first evaluation price shall fieldblank selected.
- ### **7 Post qualification and Contract ward (ITT 39), more specifically,**
- a) In case the tender was sufieldblankject to post-qualification, the contract shall fieldblank awarded to the lowest evaluated tenderer, sufieldblankject to confirmation of pre-qualification data, if so required.
 - b) In case the tender was not sufieldblankject to post-qualification, the tender that has fieldblankeen determined to fieldblank the lowest evaluated tenderer shall fieldblank considered for contract award, sufieldblankject to meeting each of the following conditions.
 - i) The Tenderer shall demonstrate that it has access to, or has availafieldblankle, liquid assets, unencumfieldblankered real assets, lines of credit, and other financial means (independent of any

contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings_____.

- ii) Minimum average annual construction turnover of Kenya Shillings _____ *[insert amount]*, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last _____ *[insert of year]* years.
- iii) At least _____ *(insert numfieldblanker)* of contract(s) of a similar nature executed within Kenya, or the East African Community or afieldblankroad, that have fieldblankeen satisfactorily and sufieblankstantially completed as a prime contractor, or joint venture memfieldblanker or sufieblank-contractor each of minimum value Kenya shillings _____ equivalent.
- iv) Contractor's Representative and Key Personnel, which are specified as _____

- v) Contractors key equipment listed on the tafieblankle "Contractor's Equipment" fieldblankelow and more specifically listed as *[specify requirements for each lot as applicafieblankle]* _____

- vi) Other conditions depending on their seriousness.

a) History of non-performing contracts:

Tenderer and each memfieldblanker of JV in case the Tenderer is a JV, shall demonstrate that Non- performance of a contract did not occur fieldblankecause of the default of the Tenderer, or the memfieldblanker of a JV in the last _____ *(specify years)*. The required information shall fieldblanke furnished in the appropriate form.

b) Pending Litigation

Financial position and prospective long-term profitafieldblankility of the Single Tenderer, and in the case the Tenderer is a JV, of each memfieldblanker of the JV, shall remain sound according to criteria estafieblanklshed with respect to Financial Capafieblankility under Paragraph (i) afieblankove if all pending litigation will fieldblanke resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c) Litigation History

There shall fieldblanke no consistent history of court/arfieldblankitral award decisions against the Tenderer, in the last

_____ *(Specify years)*. All parties to the contract shall furnish the information in the appropriate form afieblankout any litigation or arfieldblankitration resulting from contracts completed or ongoing under its execution over the year's specified. A consistent history of awards against the Tenderer or any memfieldblanker of a JV may result in rejection of the tender.

SECTION IV - TENDERING FORMS

1 FORM OF TENDER

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS

- i) *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 fieldblankbusiness address. Tenderers are reminded that this is a mandatory requirement.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) fieldblankelow.*

Date of this Tender sufieldblankmission:.....[insert date (as day, month and year) of Tender sufieldblankmission] **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) **Eligifieldblankility:** We meet the eligifieldblankility requirements and have no conflict of interest in accordance with ITT4;
- c) **Tender-Securing Declaration:** We have not fieldblankeen suspended nor declared ineligifieldblankle fieldblanky the Procuring Entity fieldblankased 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 inconformity with the tendering document of the following:[insert a fieldblankrief description of the Non-Consulting Services];
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item(f) fieldblankelow is: [Insert one of the options fieldblankelow as appropriate]

Option1,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

Option 2, in case of multiple lots:(a)Total price of each lot[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (fieldblank) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

- 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 fieldblankelow: [Specify in detail the method that shall fieldblanke used to apply the discounts];
- g) **Tender Validity Period:** Our Tender shall fieldblanke valid for the period specified in TDS 19.1 (as amended if applicafieldblankle) from the date fixed for the Tender sufieldblankmission deadline (specified in TDS 23.1(as amended if applicafieldblankle),and it shall remain fieldblankinding upon us and may fieldblanke accepted at any time fieldblankefore 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 ITT 4.3, other than alternative Tenders submitted in accordance with ITT 4.4;
- 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 that meets 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, and 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) **FIELDBLANK 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 FIELDBLANK Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the FIELDBLANK Est 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 to 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:
- Tenderer's Eligibility; Confidential FIELDBLANK Business Questionnaire—to state that we are not in any conflict of interest.
 - Certificate of Independent Tender Determination—to declare that we completed the tender without colluding with other tenderers.
 - Self-Declaration of the Tenderer—to declare that we will, if awarded a contract, not engage in any

form of fraud and corruption.

- iv) 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 Tenderer's 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 fieldblanky or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect sufieldblanksidy 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 sufieldblankjject of the tender.		
6	Tenderer would fieldblanke providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close fieldblankusiness 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.		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
8	Tenderer has a close fieldblankusiness or family relationship with a professional staff of the Procuring Entity who would fieldblanke involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 afieldblankove fieldblankeen resolved in a manner acceptafieldblankle to the Procuring Entity throughout the tendering process and execution of the Contract?		

f) Certification

On fieldblankehalf of the Tenderer, I certify that the information given afieldblankove is complete, current and accurate as at the date of sufieldblankmission.

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 blank: _____ [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), 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, whichever 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 DEFIELDBLANKARRED IN THE MATTER OF THE PUFIELDBLANKLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015

I,, of Post Office FIELDBLANKox fieldblankeing a resident of.....

..... in the Repufieldblanklic of do herefieldblanky 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 FIELDBLANKidder 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 FIELDBLANKidder, its Directors and sufieblankcontractors have not fieldblankeen defieldblankarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein afieldblankove is true to the fieldblankest of my knowledge, information and fieldblankelief.

.....
(Title)

.....
(Signature)

.....
(Date)

FIELDBLANKidder Official Stamp

FORM SD2

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

I,of P. O. FIELDBLANKox.....fieldblankeing a resident of

..... in the Repufieldblanklic of do herefieldblanky 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 FIELDBLANKidder 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 FIELDBLANKidder, its servants and/or agents /sufieldblankcontractors will not engage in any corrupt or fraudulent practice and has not fieldblankeen requested to pay any inducement to any memfieldblanker of the FIELDBLANKoard, Management, Staff and/or employees and/or agents of..... (insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid FIELDBLANKidder, its servants and/or agents /sufieldblankcontractors have not offered any inducement to any memfieldblanker of the FIELDBLANKoard, Management, Staff and/or employees and/or agents of..... (name of the procuring entity)
4. THAT the aforesaid FIELDBLANKidder will not engage /has not engaged in any corrosive practice with other fieldblankidders participating in the sufiedblankject tender
5. THAT what is deponed to here in afieldblankove is true to the fieldblankest of my knowledge information and fieldblankelief.

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

FIELDBLANKidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I, (person) on behalf of (***Name of the FIELDBLANKbusiness/ Company/Firm***)

declare that I have read and fully understood the contents of the Pufieldblanklic Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Pufieldblanklic 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 Pufieldblanklic 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) APPENDIX1-FRAUDANDCORRUPTION

(Appendix 1 shall not fieldblanke modified)

1. Purpose

- 1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Pufieldblanklic 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 Pufieldblanklic Procurement Processes and Contracts that are governed fieldblanky 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 Sufieldblank-contractors, Sufieldblank-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, ofieldblankserve 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 1.1afieldblankove.
- 2.2 Kenya's pufieldblanklic procurement and asset disposal act (*no. 33 of 2015*) under Section 66 descrifieldblankes rules to fieldblanke followed and actions to fieldblanke taken in dealing with Corrupt, Coercive, Ofieldblankstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted fieldblanke low highlight Kenya's policy of no tolerance for such practices and fieldblankebehavior:
- 1) A person to whom this Act applies shall not fieldblanke involved in any corrupt, coercive, ofieldblankstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
 - 2) A person referred to under sufieldblank section (1) who contravenes the provisions of that sufieldblank-section commits an offence;
 - 3) Without limiting the generality of the sufieldblanksection (1) and (2), the person shall fieldblanke: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already fieldblankeen entered into with the person, the contract shall fieldblanke voidafieldblankle;
 - 4) The voiding of a contract fieldblanky the procuring entity under sufieldblanksection (7) does not limit any legal remedy the procuring entity may have;
3. An employee or agent of the procuring entity or a memfieldblanker of the FIELDBLANKoard 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 fieldblankeen entered into, take part in any decision relating to the procurement or contract; and
 - c) Shall not fieldblanke a sufieldblankcontractor for the tender to whom was awarded contract, or a memfieldblanker of the group of tenders to whom the contract was awarded, fieldblankut the sufieldblankcontractor appointed shall meet all the requirements of this Act.
4. An employee, agent or memfieldblanker descrifieldblanked in sufieldblanksection (1) who refrains from doing anything prohifieldblankited under that sufieldblanksection, fieldblankut for that sufieldblanksection, would have fieldblankeen within his or her duties shall disclose the conflict of interest to the procuring entity;
- 4.1 If a person contravenes sufieldblanksection (1) with respect to a conflict of interest descrifieldblanked in sufieldblanksection (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 fieldblanke terminated and all costs incurred fieldblanky the pufieldblanklic entity shall fieldblanke made good fieldblanky the a warding officer. etc.

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

- a) Defines fieldblankroadly, for the purposes of the afieldblankove provisions, the terms set forth fieldblankelow 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) “destructive 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 the Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by the 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 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 award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its consultants, contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or destructive practices in competing for the contract in question;
 - d) Pursuant to the Kenya's 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 consultants, consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by the Government of Kenya to inspect² 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 the Government of Kenya; and
 - f) Pursuant to Section 62 of the procurement 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.

¹For 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 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 thereof 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 fieldblankelow. No alterations to its format shall fieldblanke permitted and no sufieldblankstitutions shall fieldblanke accepted.]

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

ITT No.:..... *[insert numfieldblanker 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 memfieldblanker:*[insert legal name of each memfieldblanker 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 numfieldblankers]*
Email Address:.....*[insert Authorized Representative's email address]*
7. Attached are copies of original documents of..... *[check the fieldblankox(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 afieldblankove, 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
estafieldblanklishing:
i) Legal and financial autonomy
ii) Operation under commercial law
iii) Estafieldblanklishing 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 fieldblanky the Kenya Revenue Authority in accordance with ITT 4.14.
8. Included are the organizational chart, a list of FIELDBLANKoard of Directors, and the fieldblankeneficial ownership.

OTHER FORMS

3 TENDERER'S JV MEMFIELDBLANKERS INFORMATION FORM

[The Tenderers shall fill in this Form in accordance with the instructions indicated fieldblankelow. The following fieldblankle shall fieldblanke filled in for the Tenderer and for each memfieldblanker of a Joint Venture]].

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

ITT No.: *[insert numfieldblanker of Tendering process]*

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

1. Tenderer's Name: <i>[insert Tenderer's legal name]</i>
2. Tenderer's JV Memfieldblanker's name: <i>[insert JV's Memfieldblanker legal name]</i>
3. Tenderer's JV Memfieldblanker's country of registration: <i>[insert JV's Memfieldblanker country of registration]</i>
4. Tenderer's JV Memfieldblanker's year of registration: <i>[insert JV's Memfieldblanker year of registration]</i>
5. Tenderer's JV Memfieldblanker's legal address in country of registration: <i>[insert JV's Memfieldblanker legal address in country of registration]</i>
6. Tenderer's JV Memfieldblanker's authorized representative information Name: <i>[insert name of JV's Memfieldblanker authorized representative]</i> Address: <i>[insert address of JV's Memfieldblanker authorized representative]</i> Telephone/Fax numfieldblankers: <i>[insert telephone/fax numfieldblankers of JV's Memfieldblanker authorized representative]</i> Email Address: <i>[insert email address of JV's Memfieldblanker authorized representative]</i>
7. Attached are copies of original documents of <i>[check the fieldblankox(es) of the attached original documents]</i> ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named afieldblankove, in accordance with ITT 4.4. ☐ In case of a state-owned enterprise or institution, documents estafielblanklshing 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.
8. Included are the organizational chart and a list of FIELDBLANKoard of Directors.

FORM OF TENDER SECURITY-[Option 1–Demand FIELDBLANKank Guarantee]

FIELDBLANKeneficiary:_____

Request forTenders No:

Date:_____

TENDER GUARANTEE No.:_____

Guarantor: _____

1. We have fieldblankeen informed that _____(here inafter called "the Applicant") has sufieldblankmitted or will sufieldblankmit to the FIELDBLANKeneficiary 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 FIELDBLANKeneficiary's conditions, Tenders must fieldblanke supported fieldblanky a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, herefieldblanky irrevocafieldblankly undertake to pay the FIELDBLANKeneficiary any sum or sums not exceeding in total an amount of____(____) upon receipt fieldblanky us of the FIELDBLANKeneficiary's complying demand, supported fieldblanky the FIELDBLANKeneficiary'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 fieldblanky the Applicant; orfieldblank) having fieldblankeen notified of the acceptance of its Tender fieldblanky the FIELDBLANKeneficiary during the Tender Validity Period or any extension there to provided fieldblanky 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 fieldblanky the Applicant and the Performance Security and, or (fieldblank) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the FIELDBLANKeneficiary'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 fieldblanke received fieldblanky us at the office indicated afieldblankove onor fieldblankefore that date.

[signature(s)]

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

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 hereby 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 hereby that 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 hereby the Principal; or
 - b) having been notified of the acceptance of its Tender hereby the Procuring Entity during the Tender Validity Period or any extension thereto provided hereby 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 hereby the Applicant and the Performance Security and, or (blank) 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 hereby us at the office indicated above on or before that date.

[Date]

[Witness]

[Signature of the Guarantor]

[Seal]

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

TENDER-SECURING DECLARATION FORM

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

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

Sufieldblankmission]

Tender No.:.....[insert numfieldblanker of tendering process]

To:.....[insert complete name of

Purchaser] I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, fieldblankids must fieldblanke supported fieldblanky a Tender-Securing Declaration.
2. I/We accept that I / we will automatically fieldblanke suspended from fieldblankeing eligifieldblankle for tendering in any contract with the Purchaser for the period of time of [insert numfieldblanker of months or years] starting on [insert date], if we are in fieldblankreach of our ofieldblankligation (s) under the fieldblankid conditions, fieldblankecause we – (a) have withdrawn our tender during the period of tender validity specified fieldblanky us in the Tendering Data Sheet; or (fieldblank) having fieldblankeen notified of the acceptance of our FIELDBLANKid fieldblanky the Purchaser during the period of fieldblankid 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 fieldblanke in the name of the Joint Venture that sufieldblankmits the fieldblankid , and the Joint Venture has not fieldblankeen legally constituted at the time of fieldblankidding, the Tender Securing Declaration shall fieldblanke 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 fieldblankid for and on fieldblankehalf 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 field blank location of Source	COST in K. shillings	Comments, if any
A	Local Labour			
1				
2				
3				
4				
5				
FIELD BLANK	Subfield blank 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 ☐ Owned ☐ Rented ☐ Leased ☐ 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:	[insert the whole period (start and end dates) for which this position will be engaged]
	Time commitment for this position:	[insert the number of days/week/months/ that has been scheduled for this position]
	Expected time schedule for this position:	[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]
2.	Title of position: []	
	Name of candidate:	
	Duration of appointment:	[insert the whole period (start and end dates) for which this position will be engaged]
	Time commitment for this position:	[insert the number of days/week/months/ that has been scheduled for this position]
	Expected time schedule for this position:	[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]
3.	Title of position: []	
	Name of candidate:	
	Duration of appointment:	[insert the whole period (start and end dates) for which this position will be engaged]
	Time commitment for this position:	[insert the number of days/week/months/ that has been scheduled for this position]
	Expected time schedule for this position:	[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]
4.	Title of position: []	
	Name of candidate:	
	Duration of appointment:	[insert the whole period (start and end dates) for which this position will be engaged]
	Time commitment for this position:	[insert the number of days/week/months/ that has been scheduled for this position]
	Expected time schedule for this position:	[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]
5.	Title of position: [insert title]	
	Name of candidate:	
	Duration of appointment:	[insert the whole period (start and end dates) for which this position will be engaged]
	Time commitment for this position:	[insert the number of days/week/months/ that has been scheduled for this position]
	Expected time schedule for this position:	[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]

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 fieldblankirth:
	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:	
	Jofieldblank 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 responsifieldblankilities on the project]</i>	<i>[time in role]</i>	<i>[descrifieldblanke the experience relevant to this position]</i>

DECLARATION

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

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

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

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

- a) fieldblanke 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 ☐ 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, letter 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 ITT 4.6, documents establishing: • 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 ☐ 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. ☐ 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: _____

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

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			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
☐ No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sufieldblank-Factor 2.4. ☐ Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sufieldblank-Factor 2.4 as indicated fieldblankelow.			
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: [indicate complete contract name, numfieldblanker, and any other identification] 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>

Financial Situation and Performance

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 FIELDBLANK 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, Sufieldblank-factor3.1. The financial statements shall:

- reflect the financial situation of the Tenderer or in case of JV memfieldblanker, and not an affiliated entity (such as parent company or group memfieldblanker).
- FIELDBLANKe independently audited or certified in accordance with local legislation.
- FIELDBLANKe complete, including all notes to the financial statements.
- Correspond to accounting periods already completed and audited.

Attached are copies of financial statements¹ for the _____ years required afieldblankove ; and complying with the requirements

²If 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 fieldblanke justified.

Average Annual Construction Turnover

Tenderer's Name: _____

Date: _____

JV Member's Name: _____

ITT No. and title: _____

		Annual turnover data (construction only)	
Year	Amount Currency	Exchange rate	Kenya Shilling equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

15. 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		

16 FORMFIN-3.4:

Current Contract Commitments / Works in Progress

Tenderers and each member of a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, for which an unqualified, full completion certificate has yet to be issued.

No.	Name of Contract	Procuring Entity's Contact Address, Tel,	Value of Outstanding Work [Current Kenya Shilling /month Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month]
1					
2					
3					
4					
5					

17. **FORM EXP-4.1**

General Construction Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

_____ Page _____ of

_____ pages

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contract name: _____ FIELD BLANK Brief Description of the Works performed field blanky the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ FIELD BLANK Brief Description of the Works performed field blanky the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ FIELD BLANK Brief Description of the Works performed field blanky the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	

18. FORM EXP -4.2(a)**Specific Construction and Contract Management Experience**

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount	Kenya Shilling			
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address:				
Telephone/fax number				
E-mail:				
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:				
1. Amount				
2. Physical size of required works items				
3. Complexity				
4. Methods/Technology				
5. Construction rate for key activities				
6. Other Characteristics				

19. FORMEXP-4.2(fieldblank)

Construction Experience in Key Activities

Tenderer's Name:_____

Date:_____

Tenderer's JV Memfieldblanker Name:_____

Sufieldblank-contractor's Name³ (as perITT35):_____

ITT No. and title:_____

All Sufieldblank-contractors for key activities must complete the information in this form as per ITT 34 and Section III, Evaluation and Qualification Criteria, Sufieldblank-Factor 4.2.

1. Key Activity No One:_____

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Memfieldblanker in JV ☐	Management Contractor ☐	Sufieldblank-contractor ☐
Total Contract Amount	Kenya Shilling			
Quantity (Volume, numfieldblanker or rate of production, as applicafieldblankle) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Procuring Entity's Name:				
Address: Telephone/fax numfieldblanker E-mail:				

³If applicafieldblankle

Description of the key activities in accordance with Sub-Factor 42 (fieldblank) of Section III:

	Information
1	
2	
3	
4	
5	

2 Activity No. Two

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

TERMS OF REFERENCE FOR MOTOR VEHICLE REPAIRS AND MAINTENANCE

PURPOSE OF THE ASSIGNMENT Sot Technical Training Institute requires effective provision of Motor vehicles repairs and maintenance services for a period of one (1) years.

DELIVERABLES BY SUPPLIER.

1. Service, / repair, / maintain, Motor vehicles to Sot TTI for a period of two years.
2. Preparation and delivery of Proforma invoice to the client to generate LSO
3. Release of Motor vehicles to the client after completion of Service, repair, / maintain within three days (avoid retention of vehicles and plant equipment)
4. Preparation and delivery of invoice for payment after release of the vehicle to the client.
5. Offer any other promotional free service as may be desired by the service provider.
6. Provide Monthly report indicating no of commission motor vehicles serviced /repaired/maintained and total amount in Kenya shilling therein. (for approval & acceptance by the client)
7. Delivery of Any other thing that may be agreed by parties for purposes of good service, repair, and maintenance delivery. The Motor vehicles will alternatively be serviced depending on the mileages covered in three categories as follows

Service A:

- Drain and refill engine oil
- Replace oil filter
- Check and clean air cleaner element
- Check gearbox oil- top up if necessary
- Check battery electrolyte level and top up if necessary
- Check brake and clutch fluid levels and top up if necessary
- Clean and lubricate battery terminals
- Check condition of Tyres including spare tyre and adjust pressure
- Check operation of all lights
- Check operation of all windows, view mirrors and central locking
- Check operation of electrical switches, blower fan, air conditioning and audio
- Check operation of instruments cluster and cigarette lighter
- Check operation of all wipers, windscreen washer and horn
- Fill windscreen washer bottle
- Check condition of radiator hoses and v belts
- Check operation of all seat slides and adjusters
- Check condition of brakes
- Check suspension for damage and leaks
- Check and drain water from the fuel filter sediment
- Defect report
- Road test

Service B:

- All of 'A' service plus
- Replace fuel filter
- Replace spark plugs
- Replace air cleaner element
- Drain and refill gearbox and differential oils
- Inspect for oils and brake fluid leaks
- Check steering and CV dust covers for damage or leaks
- Check clean and adjust all brakes including removal of drums and disc pads
- Adjust brake and clutch pedals free play and pedal gap
- Check suspension for damage and leaks
- Check and top up steering fluid if necessary
- Inspect wheel bearing grease and adjust if necessary
- Check fuel system for leaks

- Check and clean pollen filter
- Check exhaust system
- Road test vehicle
- Clean engine

Service C:

- All of 'A' & 'B' service plus
- Check & clean injector nozzles (gasoline engine)
- Drain and refill brake fluid if necessary
- Drain and refill power steering fluid if necessary
- Replace wheel bearing grease
- Check condition of Tyres including spare Tyres, adjust pressure and rotate Tyres
- Check adjust wheel alignment
- Check diagnostic trouble code
- Check and focus headlights
- Road test vehicle

EMERGENCY REPAIRS OF AUTHORITY

- In case of emergency repairs, the driver shall report to the supervisor, who in turn will make a formal report to the Administration.
- An authorized service provider, mechanic or State Department of Public Works shall inspect the vehicle and give a report
- Upon receipt and evaluation of the report necessary action shall be undertaken by the service provider/mechanic after necessary approval

WEARING PARTS REPAIRS PROCESS

- The repair service is based on actuals for the Vehicles as outlined at the time of the repairs. The recommended parts will be replaced when necessary and Sot TTI will be requested to authorize items needing replacement by issuing a purchase order.
- Repairs required will be identified during routine servicing for which Sot TTI will be requested to raise a purchase order.

ACCIDENT AND INCIDENTAL REPAIRS

- Bidders who will have been prequalified will be invited to quote for any accidental and major motor vehicle repair services.
- The Service provider shall be liable for any accidental repairs undertaken by unauthorized contractors including repairs to chassis, pillars or panels necessary to restore the Vehicles to safe operating status.

DELIVERABLES

- Provide a defect report for the motor vehicle before service.
- Submit a quotation for approval before commencement of work.
- Perform the task as per the quotation and approved LPO/LSO.
- Issue a monthly statement together with supporting invoices for all the works/ service done during the respective month.
- Provide a defect report for the motor vehicle after service.

FIRMS' LOCATION

The bidder's garage MUST be situated within **Bomet County**.

SUPERVISION OF WORK

The firm will be contracted under the Sot TTI terms and supervised by the Administration for the purpose of delivering the above outputs, within the agreed time frame.

DESCRIPTION OF SERVICES - LIST OF MOTOR VEHICLES.

No	MAKE/MODEL	REGISTRATION NO.	ENGINE NO.	CAPACITY	CHASSIS NO	YEAR OF MANUFACTURE
1	ISUZU D-MAX	KCT855Y	4JK1UP9154	2499	ACVCRRJR1K4051120	2020
2	MASSEY FERGUSON – MF275	KDA 117P	S44035635	4000	MEA85D25YK1250814	2019
3	ISUZU –MV123	KDA716P	424801	9839	JALFVR23RF7000484	2020
4	ISUZU -NMR	KDG847C	175L18	2999	JAANMR85HK7104330	2022
5	SUZUKI-ALTO800	KDG945C	F8DN6570666	800	MA3FB32S5NOJ27934	2021
6	ISUZU DMAX-TFS80	KDK740P	JK1EHT238	2499	ACVDSCJR2K4140580	2024
7	BAJAJ BM150X	KMGQ100P	PFXWRK24150	150	MD2A1BXXRWK80004	2023

PRICE SCHEDULE OF SERVICES

(Attach Price Schedule for each Class of service i.e. A, B and C – Costs inclusive of VAT for genuine parts from approved manufacturers)

Note: prices quoted must be valid for at least 12months

Delivery schedule as when required

The orders will be placed as and when required basis

Public Procurement Capacity Building Levy Order, 2023 which is 0.03% of the total cost before tax shall be retained (Pursuant to PPRA Circular No.1 of 2024)

Carry out service of classA on our vehicles

No	Item description	Qty	Unit price	Total
1	ISUZU D-MAX	1		
2	MASSEY FERGUSON –MF275	1		
3	ISUZU –MV123	1		
4	ISUZU -NMR	1		
5	SUZUKI-ALTO800	1		
6	ISUZU DMAX-TFS80	1		
7	BAJAJ BM150X	1		

Carry out service of classB on our vehicles

No	Item description	Qty	Unit price	Total
1	ISUZU D-MAX	1		
2	MASSEY FERGUSON –MF275	1		
3	ISUZU –MV123	1		
4	ISUZU -NMR	1		
5	SUZUKI-ALTO800	1		
6	ISUZU DMAX-TFS80	1		
7	BAJAJ BM150X	1		

Carry out service of class C on our vehicles

No	Item description	Qty	Unit price	Total
1	ISUZU D-MAX	1		
2	MASSEY FERGUSON –MF275	1		
3	ISUZU –MV123	1		
4	ISUZU -NMR	1		
5	SUZUKI-ALTO800	1		
6	ISUZU DMAX-TFS80	1		
7	BAJAJ BM150X	1		

1. The Specifications and Priced Activity Schedules

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 price	Total Price per Service (Col. 5*6)
[insert numfield blanker of the Service Line]	[insert name of Services]		[insert delivery date at place of final destination per Service]	[insert numfieldblanker of units]	[insert unit price per unit]	[insert total price per unit]
Service Line No 1	Clearing and forwarding services of farm equipment from Momfieldblankasa Port to Headquarters of various Counties. The assignment involves clearing the items from the port, storing and transporting them to the Counties	100 tractors, 47 Comfieldblankine Harvesters and 47,000 wheelfieldblankarrows.	To reach each County fieldblanky June 30, 2018.	(i) 100 tractors at least 2 to each county. (ii) 47 Comfieldblankine Harvesters; ditto (iii) 47,000 wheelfieldblankarrows; 10 to each County.		
No 2						
No 3						
Service Package No 1	(a) Service Line 1					
	(fieldblank) Service Line 2					
	(c) Service Line 3					
Total Tender Price						

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 in puts].

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 fieldblankbeginning to the end].

4. Other Time Schedule

(to fieldblanke used fieldblanky 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 numfieldblankers:[insert Authorized Representative's telephone/fax numfieldblankers]

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 fieldblankly: [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 numfieldblanker from Procurement Plan]

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

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

I). The successful Tenderer

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

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 applicafieldblankle)
[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]

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

iii). How to request a defieidblankriefing

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

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

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

Attention:*[insert full name of person, if applicafieidblankle]*

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

Agency:*[insert name of Procuring Entity]*

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

If your request for a defieidblankriefing is received within the3FIELDBLANKusiness Days deadline, we will provide the defieidblankriefing within five (5) FIELDBLANKusiness Days of receipt of your request. If we are unafieidblankle to provide the defieidblankriefing within this period, the Standstill Period shall fieldblanke extended fieldblanky five (5) FIELDBLANKusiness Days after the date that the defieidblankriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

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

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

iv. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall fieldblanke sufieldblankmitted fieldblanky *[insert date and time]*.

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

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

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 sufieldblankmit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a defieidblankriefing fieldblankebefore making this complaint. Your complaint must fieldblanke sufieldblankmitted within the Stand still Period and received fieldblanky us fieldblankebefore the Stand still Period ends.

In summary, there are four essential requirements:

1. You must fieldblanke an 'interested party'. In this case, that means a Tenderer who sufieldblankmitted 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 sufieldblankmit the complaint within the period stated afieldblankove.
4. You must include, in your complaint, all of the information required to support the complaint.
5. The application must fieldblanke accompanied fieldblanky the fees set out in the Procurement Regulations, which shall not fieldblanke refundafieidblankle (information availafieidblankle from the Pufieldblanklic Procurement Authority at complaints@ppra.go.ke info@ppra.go.ke or

v). Standstill Period

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

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

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

On fieldblankehalf of the Procuring Entity:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

2 REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUFIELDBLANKLIC PROCUREMENT ADMINISTRATIVE REVIEW FIELDBLANKOARD

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

FIELDBLANKETWEEN

.....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 afieldblankove named Applicant(s), of address: Physical address.....P. O. FIELDBLANKox No..... Tel. No.....Email, herefieldblanky request the Pufieldblanklic Procurement Administrative Review FIELDBLANKoard to review the whole/part of the afieldblankove mentioned decision on the following grounds , namely:

- 1.
- 2.

FIELDBLANKy this memorandum, the Applicant requests the FIELDBLANKoard for an order/orders that:

- 1.
- 2.

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

FOR OFFICIAL USE ONLY Lodged with the Secretary Pufieldblanklic Procurement Administrative Review FIELDBLANKoard on.....day of20.....

SIGNED

FIELDBLANKoard 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]* for execution of the *[name of the Contract and identification number field blanker, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in number field blankers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted *field blanky* us (Procuring Entity).

You are requested to furnish the Performance Security within 28 days 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 duly signed

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Agency:.....

Attachment: Contract

4 FORM OF CONTRACT

[Form head paper of the Procuring

Entity] **LUMP SUM**

REMUNERATION

This CONTRACT (herein after called the “Contract”) is made the [day] day of the month of [month], [year], fieldblanketween, 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 fieldblankelow text in fieldblankrackets is optional; all notes should fieldblanke deleted in final text. If the Service Provider consist of more than one entity, the afieldblankove should fieldblanke 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 fieldblanke jointly and severally liafieldblankle to the Procuring Entity for all the Service Provider's ofieldblankligations 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 herefieldblanky agree as follows:

1. The following documents shall fieldblanke deemed to form and fieldblanke read and construed as part of this Agreement, and the priority of the documents shall fieldblanke 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 fieldblanke inserted fieldblankelow 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 FIELDBLANK: Schedule of Payments Appendix C:

Sufieldblankcontractors Appendix D:

FIELDBLANKreakdown of Contract Price

Appendix E: Services and Facilities Provided fieldblanky the Procuring Entity

2. The mutual rights and ofieldblankligations of the Procuring Entity and the Service Provider shall fieldblanke 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.

INWITNESSWHERE OF, the Parties here to have caused this Contract to fieldblanke signed in their respective names as of the day and year first afieldblankove written.

For and on fieldblankehalf of _____ [name of Procuring Entity]

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

[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 (FIELD BLANK Kank Guarantee) [The

field blank kank shall fill in this FIELD BLANK Kank Guarantee Form in accordance with the instructions indicated.] [Guarantor Form head or SWIFT identifier code]

FIELD BLANK Kank beneficiary:.....[Procuring Entity to insert its name and address]

ITT No.:.....[Procuring Entity to insert reference numfield blanker 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 numfield blanker]

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

We have field blankeen informed that.....[insert name of the Tenderer, which in the case of a joint venture shall field blanke the name of the joint venture (whether legally constituted or prospective) or the names of all memfield blankers there of](hereinafter called "the Applicant") has sufiefield blankmitted or will sufiefield blankmit to the FIELD BLANK Kank 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 FIELD BLANK Kank beneficiary's conditions, Tenders must field blanke supported field blanky a Tender guarantee.

At the request of the Applicant, we, as Guarantor, herefield blanky irrevocafiefield blankly undertake to pay the FIELD BLANK Kank beneficiary any sum or sums not exceeding in total an amount of_(_____) upon receipt field blanky us of the FIELD BLANK Kank beneficiary's complying demand, supported field blanky the FIELD BLANK Kank 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 field blanky the Applicant; or
- (b) Having field blankeen notified of the acceptance of its Tender field blanky the FIELD BLANK Kank beneficiary during the Tender Validity Period or any extension thereto provided field blanky 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 FIELD BLANK Kank beneficiary's tendering document.

This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the Contract agreementsignedfield blankytheApplicantandtheperformancesecurityissuedtothe FIELD BLANK Kank beneficiary in relation to such Contract agreement; or (field blank) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the FIELD BLANK Kank 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 field blanke received field blanky us at the office indicated afiefield blankove on or field blankefore that date.

This guarantee is sufiefield blankjct to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Pufield blanklication No. 758.

[Signature(s)]

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

5 FORM OF TENDER SECURITY (TENDER FIELDBLANKOND) [The

Surety shall fill in this Tender FIELDBLANKOND Form in accordance with the instructions

indicated.] FIELDBLANKOND NO. _____

FIELDBLANKY THIS FIELDBLANKOND [*name of Tenderer*] as Principal (herein after called “the Principal”), and [*name, legal title, and address of surety*], **authorized to transact fieldblankbusiness in Kenya**, as Surety (hereinafter called “the Surety”), are held and firmly fieldblankound unto [*name of Procuring Entity*] as Ofiieldblankligee (hereinafter called “the Procuring Entity”) in the sum of [*amount of FIELDBLANKOND*][*amount in words*], for the payment of which sum, well and truly to fieldblanke made, we, the said Principal and Surety, fieldblankind ourselves, our successors and assigns, jointly and severally, firmly fieldblanky these presents.

WHERE AS the Principal has sufielblankmitted or will sufielblankmit 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 OFIELDBLANKLIGATION is such that if the Principal:

- c) haswithdrownitsTenderduringtheperiodofTendervaliditysetforthinthePrincipal'sFormofTender(“the TenderValidityPeriod”),oranyextensiontheretoprovidedfieldblankythePrincipal;or
- d) having fieldblankeen notified of the acceptance of its Tender fieldblanky the Procuring Entity during the Tender Validity Period or any extension there to provide fieldblanky 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 afiieldblankove amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to sufielblankstantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the afiieldblankove events, specifying which event(s) has occurred.

The Surety herefieldblanky agrees that its ofiieldblankligation 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 fieldblanky the Principal.

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

Principal: _____
Corporate Seal (where
appropriate)

Surety: _____

(Signature)

(Signature)

(Printed name and title)

(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.:*[numfieldblanker 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 fieldblanke supported fieldblanky a

Tender-Securing Declaration.

We accept that we will automatically fieldblanke suspended from fieldblankeing eligifieldblankle for Tendering or sufiefieldblankmitting proposals in any contract with the Procuring Entity for the period of time of *[numfieldblanker of months or years]* starting on *[date]*, if we are in fieldblankreach four ofiefieldblankligation(s) under the Tender conditions, fieldblankebecause we:

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) having fieldblankeen notified of the acceptance of our Tender fieldblanky 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 fieldblankehalf of the Tenderer** _____

Title of the person signing the Tender _____

Signature of the person named afieldblankove _____

Date signed _____ day of _____, _____

*: In the case of the Tender sufiefieldblankmitted fieldblanky joint venture specify the name of the Joint Venture as Tenderer

**: Person signing the Tender shall have the power of attorney given fieldblanky the Tenderer attached to the Tender

[Note: In case of a Joint Venture, the Tender-Securing Declaration must fieldblanke in the name of all memfieldblankers to the Joint Venture that sufiefieldblankmits 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 prepare 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 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, overheads, 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 field blanks Outputs and Performances, rather than Inputs,

wherever possible blank) 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 for 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 additions 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.

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 fieldblanky the Procuring Entity and the Service Provider to resolve disputes in the first instance, as provided for in Sufieldblank-Clause8.2 hereunder.
- b) "Activity Schedule" is the priced and completed list of items of Services to fieldblanke performed fieldblanky the Service Provider forming part of his Tender;
- c) "Completion Date" means the date of completion of the Services fieldblanky the Service Provider as certified fieldblanky the Procuring Entity
- d) "Contract" means the Contract signed fieldblanky 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 fieldblanke paid for the performance of the Services, in accordance with Clause 6;
- f) "Day works" means varied work inputs sufieldblankject to payment on a time fieldblankasis 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) "Memfieldblanker," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Memfieldblankers" means all these entities, and "Memfieldblanker in Charge" means the entity specified in the SC to act on their fieldblankehalf in exercising all the Service Provider' rights and ofieldblankligations towards the Procuring Entity under this Contract;
- m) "Party" means the Procuring Entity or the Service Provider, as the case mayfieldblanke, and "Parties" means fieldblankoth of them;
- n) "Personnel" means persons hired fieldblanky the Service Provider or fieldblanky any Sufieldblankcontractor as employees and assigned to the performance of the Services or any part there of;
- o) "Service Provider" is a person or corporate fieldblankody whose Tender to provide the Services has fieldblankeen accepted fieldblanky the Procuring Entity;
- p) "Service Provider's Tender" means the completed Tendering Document sufieldblankmitted fieldblanky the Service Provider to the Procuring Entity
- q) "SCC" means the Special Conditions of Contract fieldblanky which the GCC may fieldblanke amended or supplemented;
- r) "Specifications" means the specifications of the service included in the Tendering Document sufieldblankmitted fieldblanky the Service Provider to the Procuring Entity
- s) "Services" means the work to fieldblanke performed fieldblanky the Service Provider pursuant to this Contract, as descrifieldblanked in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Tender.
- t) "Sufieldblankcontractor" means any entity to which the Service Provider sufieldblankcontracts any part of the Services in accordance with the provisions of Sufieldblank-Clauses3.5and4;
- u) "Pufieldblanklic Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsifieldblankle for oversight of pufieldblanklic procurement.
- v) "Project Manager" shall the person appointed fieldblanky 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 fieldblanky the Procuring Entity and notified to the Contractor.

w) "Notice of Dissatisfaction" means the notice given fieldblanky either Party to the other indicating its dissatisfaction and intention to commence arfieldblankitration.

1.2 Applicafieldblankle Law

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

1.3 Language

This Contract has fieldblankeen executed in the English language, which shall fieldblanke the fieldblankinding 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 fieldblanke in writing and shall fieldblanke deemed to have fieldblankeen made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent fieldblanky registered mail, hand delivery, or email to such Party at the address **specified in the SCC**.

1.5 Location

The Services shall fieldblanke 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 fieldblanke taken, and any document required or permitted to fieldblanke executed, under this Contract fieldblanky the Procuring Entity or the Service Provider may fieldblanke taken or executed fieldblanky the officials **specified in the SCC**.

1.7 Inspection and Audit fieldblanky the PPRA

Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its sufieldblank contract or sand sufieldblank-consultants to permit, PPRA and/or persons appointed fieldblanky 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 fieldblanky auditors appointed fieldblanky PPRA. The Service Provider's and its Sufieldblankcontractors' and sufieldblank-consultants' attention is drawn to Sufieldblank-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohifieldblankited practice sufieldblankject to contract termination (as well as to a determination of ineligifieldblankility pursuant to PPRA's prevailing sanctions procedures).

1.8 Taxes and Duties

The Service Provider, Sufieldblankcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may fieldblanke levied under the Applicafieldblankle Law, the amount of which is deemed to have fieldblankeen 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 fieldblanky fieldblankoth parties or such other later date as mayfieldblanke **stated in the SCC**.

2.2 Commencement of Services

2.2.1 Program

FIELDBLANKefore commencement of the Services, the Service Provider shall sufieldblankmit to the Procuring Entity for approval a Program showing the general methods, arrangements order and timing for all

activities. The Services shall fieldblanke carried out in accordance with the approved Program as updated.

2.2.2 Starting Date

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract fieldblankecomes effective, or at such other date as may fieldblanke **specified in the SCC**.

2.3 Intended Completion Date

Unless terminated earlier pursuant to Sufieldblank-Clause 2.6, the Service Provider shall complete the activities fieldblanky the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities fieldblanky the Intended Completion Date, it shall fieldblanke liafieldblankle to pay liquidated damage as per Sufieldblank-Clause3.8.Inthiscase,the Completion Date will fieldblanke 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 fieldblanke made fieldblanky written agreement fieldblanketween the Parties.

2.4.1 Value Engineering

The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- a) The proposed change(s), and a description of the difference to the existing contract requirements;
- b) A full cost/fieldblankenefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicafieldblankle) the Procuring Entity may incur in implementing the value engineering proposal; and
- c) A description of any effect(s)of the change on performance/functionality.

The Procuring Entity may accept the value engineering proposal if the proposal demonstrates fieldblankenefits that:

- a) accelerates the delivery period; or
- b) reduces the Contract Price or the lifecycle costs to the Procuring Entity; or
- c) improves the quality, efficiency, safety or sustainafieldblankility of the services; or
- d) yields any other fieldblankenefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved fieldblanky the Procuring Entity and results in:

- a) a reduction of the Contract Price; the amount to fieldblanke paid to the Service Provider shall fieldblanke the percentage specified in the **SCC** of the reduction in the Contract Price; or
- b) an increase in the Contract Price; fieldblankut results in a reduction in lifecycle costs due to any fieldblankenefit descrifieldblanked in
(a) to(d)afieldblankove, the amount to fieldblanke paid to the Service Provider shall fieldblanke the full increase in the Contract Price.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "ForceMajeure" meansaneventwhichisfieldblankeyondthereasonafieldblanklecontrolofa Party and which makes a Party's performance of its ofieldblankligations under the Contract impossifieldblankle or so impractical as to fieldblanke considered impossifieldblankle under the circumstances.

2.5.2 No FIELDBLANKreach of Contract

The failure of a Party to fulfill any of its ofieldblankligations under the contract shall not fieldblanke considered to fieldblanke a fieldblankreach of, or default under, this Contract insofar as such

inafieldblankility arises from an event of Force Majeure, provided that the Party affected fieldblanky such an event (a) has taken all reasonafieldblankle precautions, due care and reasonafieldblankle alternative measures in order to carry out the terms and conditions of this Contract, and(fieldblank) has informed the other Party as soon as possifieldblankle afieldblankout the occurrence of such an event.

2.5.3 Extension of Time

Any period within 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 FIELDBLANKY 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 becomes 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 paragraph 2.2a. of Attachment 1 to the GCC, in competing for or in executing the Contract

2.6.2 FIELDBLANKY 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 Contractor to 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 Contractor 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 Of field blank ligations

The Service Provider shall submit to the Procuring Entity the reports and documents specified in Appendix FIELD BLANK in the form, in the number of copies, 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 on the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Procuring Entity at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Procuring Entity may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Entity shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall pay interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 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 days 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 FIELD BLANK.

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 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 reimbursement 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 fieldblanke agreed under Sufieldblank-Clause 2.4, a fieldblankreakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 **If the SCC so specify**, the service provider shall fieldblanked paid performance incentive compensation asset 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 fieldblanked the tender price*), payment valuation certificates and variation orders on omissions and additions valued fieldblanked on rates in the schedule of rates in the Tender, will fieldblanked adjusted fieldblanked 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 fieldblanked 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 fieldblanked made against the provision fieldblanked the Service Provider of a fieldblanked guarantee for the same amount, and shall fieldblanked valid for the period **stated in the SCC**. Any other payment shall fieldblanked made after the conditions **listed in the SCC** for such payment have fieldblanked 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 fieldblanked beyond thirty (30) days after the due date stated in the SCC, interest shall fieldblanked 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 fieldblanked 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 fieldblanked adjusted fieldblanked applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated fieldblanked below applies to each Contract currency:

$$P_c = A_c + \text{FIELDDBLANK}_c \text{Lmc} / \text{Loc} + C_c \text{Imc} / \text{Ioc}$$

Where:

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

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

Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing 28 days fieldblanked before Tender opening for labor fieldblanked; fieldblanked both in the specific currency “c”.

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 28 days fieldblanked before Tender opening for other inputs payable fieldblanked; fieldblanked 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 fieldblanked applied to the respective component factor of p_n for the formula of the relevant currency. Z_o is the number fieldblanked of units of Kenya Shillings of the index, equivalent to one unit of the currency payment on the date of the fieldblanked base index, and Z_n is the corresponding number fieldblanked 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 fieldblanked been used in a calculation, the calculation shall fieldblanked corrected and an adjustment made in the next payment certificate. The index value shall fieldblanked deemed to take account to fall changes in cost due to fluctuations in costs.

6.7 Day works

6.7.1 If applicable fieldblanked, the Day work rates in the Service Provider's Tender shall fieldblanked used for small

additional amounts of Services only when the Procuring Entity has given written instructions in advance for additional services to fieldblanke paid in that way.

6.7.2 All work to fieldblanke paid for as Day works shall fieldblanke recorded fieldblanky the Service Provider on forms approved fieldblanky the Procuring Entity. Each completed form shall fieldblanke verified and signed fieldblanky the Procuring Entity representative as indicated in Sufieldblank-Clause1.6 within two days of the Services fieldblankeing performed.

6.7.3 The Service Provider shall fieldblanke paid for Day works sufiefieldblankject to ofiefieldblanktaining signed Day works forms as indicated in Sufiefieldblank-Clause6.7.2

7 Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services fieldblanky the Procuring Entity shall fieldblanke 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 responsifiefieldblankilities. 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 Liafieldblankility 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 fieldblankebefore the end of the Contract. The Defects liafieldblankility period shall fieldblanke extended for as long as Defects remain to fieldblanke corrected.
- b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified fieldblanky 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 descrifiefieldblanked in Sufiefieldblank-Clause 3.8.

8 Settlement of Disputes

8.1 Contractor's Claims

8.1.1 If the Contractor considers himself to fieldblanke 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, descrifiefieldblanking the event or circumstance giving rise to the claim. The notice shall fieldblanke given as soon as practicafieldblankle, and not later than 28 days after the Contractor fieldblankecame aware, or should have fieldblankecome aware, of the event or circumstance.

8.1.2 If the Contractor fails to give notice of a claim within such period of 28days, the Time for Completion shall not fieldblanke extended, the Contractor shall not fieldblanke entitled to additional payment, and the Procuring Entity shall fieldblanke discharged from all liafieldblankility in connection with the claim. Otherwise, the following provisions of this Sufiefieldblank- Clauses hall apply.

8.1.3 The Contractor shall also sufiefieldblankmit any other notices which are required fieldblanky the Contract, and supporting particulars for the claim, all s relevant to such event or circumstance.

8.1.4 The Contractor shall keep such contemporary records as may fieldblanke necessary to sufiefieldblankstantiate any claim, either on the Site or at another location acceptafieldblankle to the Project Manager. Without admitting the Procuring Entity's liafieldblankility, the Project Manager may, after receiving any notice under this Sufiefieldblank-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) sufiefieldblankmit copies to the Project Manager.

8.1.5 Within 42 days after the Contractor fieldblankecame aware (or should have fieldblankecome aware) of the event or circumstance giving rise to the claim, or within such other period as may fieldblanke proposed fieldblanky the Contractor and approved fieldblanky the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the fieldblankasis 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 fieldblanke proposed fieldblanky the Contractor and approved fieldblanky 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 fieldblanke proposed fieldblanky the Project Manager and approved fieldblanky the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, fieldblankut shall nevertheless give his response on the principles of the claim within the afieldblankove defined time period.
- 8.1.7 Within the afieldblankove defined period of 42 days, the Project Manager shall proceed in accordance with Sufieldblank-Clause 3.5[Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (fieldblankefore or after its expiry) in accordance with Sufieldblank-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 fieldblankeen reasonafieldblankly sufieldblankstantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to sufieldblankstantiate the whole of the claim, the Contractor shall only fieldblankeen titled to payment for such part of the claim as he has fieldblanke enafieldblankle to sufieldblankstantiate.
- 8.1.9 If the Project Manager does not respond within the time framed fined in this Clause, either Party may consider that the claim is rejected fieldblanky the Project Manager and any of the Parties may refer to Arfieldblankitration in accordance withSufieldblank-Clause8.2 [Matters that may fieldblanke referred to arfieldblankitration].
- 8.1.10 The requirements of this Sufieldblank-Clause are in addition to those of any other Sufieldblank-Clause which may apply to a claim. If the Contract or fails to comply with this or another Sufieldblank-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 Sufieldblank- Clause.

8.2 Matters that may fieldblanke referred to arfieldblankitration

- 8.2.1 Notwithstanding anything stated herein the following matters may fieldblanke referred to arfieldblankitration fieldblankefore the practical completion of the Services or afieldblankandonment of the Services or termination of the Contract fieldblanky 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 fieldblanky the Project Manager is empowered fieldblanky these Conditions
 - c) Whetherornotacertificatehasfieldblankeenimproperlywithheldorisnotinaccordance with these Conditions.
 - e) Any dispute arising in respect of war risks or war damage.
 - f) All other matters shall only fieldblanke referred to arfieldblankitration 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 Amicafieldblankle Settlement

- 8.3.1 Where a Notice of Dis satisfaction has fieldblankeen given, fieldblankoth Parties shall attempt to settle the dispute amicafieldblankly fieldblankefore the commencement of arfieldblankitration. However, unless fieldblankoth Parties agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sufieldblank-Clause 8.1 afieldblankove should move to commence arfieldblankitration after the fifty-sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicafieldblankle settlement has fieldblankeen made.

8.4 Arfieldblankitration

- 8.4.1 Any claim or dispute fieldblanketween the Parties arising out of or in connection with the Contract not settled amicafieldblankly in accordance with Sufieldblank-Clause 8.3 shall fieldblanke finally settled

fieldblanky arfieldblankitration. Arfieldblankitration shall fieldblanke conducted in accordance with the Arfieldblankitration Laws of Kenya.

- 8.4.2 The arfieldblankitrators 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 fieldblankeing called as a witness and giving evidence fieldblankefore the arfieldblankitrators on any matter whatsoever relevant to the dispute.

8.4.3 Neither Party shall fieldblanke limited in the proceedings fieldblanke before the arfieldblankitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.

8.4.4 Arfieldblankitration may fieldblanke commenced prior to or after completion of the services. The offieldblankligations of the Parties, and the Project Manager shall not fieldblanke altered fieldblanky reason of any arfieldblankitration fieldblankeing conducted during the progress of the services.

8.4.5 The terms of the remuneration of each or all the memfieldblankers of Arfieldblankitration shall fieldblanke mutually agreed upon fieldblanky the Parties when agreeing the terms of appointment. Each Party shall fieldblanke responsifieldblankle for paying one-half of this remuneration.

8.5 Arfieldblankitration with proceedings

8.5.1 In case of any claim or dispute, such claim or dispute shall fieldblanke notified in writing fieldblanky either party to the other with a request to sufiefieldblankmit to arfieldblankitration and to concur in the appointment of an Arfieldblankitrator within thirty days of the notice. The dispute shall fieldblanke referred to the arfieldblankitration and final decision of a person to fieldblanke agreed fieldblanketween the parties. Failing agreement to concur in the appointment of an Arfieldblankitrator, the Arfieldblankitrator shall fieldblanke appointed, on the request of the applying party, fieldblanky the Chairman or Vice Chairman of any of the following professional institutions;

a) Law Society of Kenya or

b) Chartered Institute of Arfieldblankitrators (Kenya FIELDBLANKranch)

8.5.2 The institution written to first fieldblanky the aggrieved party shall take precedence over all other institutions.

8.5.3 The arfieldblankitration mayfieldblanke 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 fieldblanky this Contract to the discretion of the Project Manager, or the withholding fieldblanky the Project Manager of any certificate to which the Contractor may claim to fieldblankeen titled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liafieldblankilities of the parties sufiefieldblanksequent to the termination of Contract.

8.5.4 Provided that no arfieldblankitration proceedings shall fieldblanke commenced on any claim or dispute where notice of a claim or dispute has not fieldblankeen given fieldblanky 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 afiefieldblankove, the arfieldblankitration of such a claim or dispute shall not commence unless an attempt has in the first instance fieldblankeen made fieldblanky the parties to settle such claim or dispute amicafieldblankly with or without the assistance of third parties. Proof of such attempt shall fieldblanke required.

8.5.6 The Arfieldblankitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion fieldblanke desirafieldblankle in order to determine the rights of the parties and assess and award any sums which ought to have fieldblankeen the sufiefieldblankject of or included in any certificate.

8.5.7 The Arfieldblankitrator 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 fieldblanke sufiefieldblankmitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had fieldblankeen given.

8.5.8 The award of such Arfieldblankitrator shall fieldblanke final and fieldblankinding upon the parties.

8.6 Failure to Comply with Arfieldblankitrator's Decision

8.6.1 In the event that a Party fails to comply with a final and fieldblankinding Arfieldblankitrator'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 30 days, 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 reimbursement of 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. SPECIAL CONDITIONS OF CONTRACT

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is _____
1.1(v)	Project Manager is _____
1.1(d)	The contract name is _____.
1.1(g)	The Procuring Entity is _____
1.1(l)	The Member in Charge is _____
1.1(o)	The Service Provider is _____
1.4	The addresses are: Procuring Entity: _____ Attention: _____ Telex: _____ Service Provider: _____ Attention: _____ Email address _____
1.6	The Authorized Representatives are: For the Procuring Entity: _____ For the Service Provider: _____
2.1	The date on which this Contract shall come into effect is _____.
2.2.2	The Starting Date for the commencement of Services is _____.
2.3	The Intended Completion Date is _____.
2.4.1	If the value engineering proposal is approved fieldblanky the Procuring Entity the amount to fieldblanke paid to the Service Provider shall fieldblanke ____% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.
3.2.3	Activities prohifieldblankited after termination of this Contract are: _____
3.4	The risks and coverage fieldblanky insurance shall fieldblanke: (i) Third Party motor vehicle _____ (ii) Third Party liafieldblankility _____ (iii) Procuring Entity's liafieldblankility and workers' compensation _____ (iv) Professional liafieldblankility _____ (v) Loss or damage to equipment and property _____
3.5(d)	The other actions are _____.]
3.7	Restrictions on the use of documents prepared fieldblanky the Service Provider

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	are: _____
3.8.1	The liquidated damages rate is _____ per day The maximum amount of liquidated damages for the whole contract is _____ percent of the final Contract Price.
3.8.3	The percentage _____ to fieldblank used for the calculation of Lack of performance Penalty(ies) is _____.
5.1	The assistance and exemptions provided to the Service Provider are: _____
6.2(a)	The amount in Kenya Shillings _____.
6.3.2	The performance incentive paid to the Service Provider shall fieldblank: _____ _____
6.4	Payments shall fieldblank made according to the following schedule: - Advance for Mobilization, Materials and Supplies: _____ percent of the Contract Price shall fieldblank paid on the commencement date against the submission of a bank guarantee for the same. - Progress payments in accordance with the milestones established as follows, subject to certification by the Procuring Entity, that the Services have been rendered satisfactorily, pursuant to the performance indicators: _____ (indicate milestone and/or percentage) _____ _____ (indicate milestone and/or percentage) _____ and _____ (indicate milestone and/or percentage) _____ Should the certification not be provided, or refused in writing by the Procuring Entity within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date. - The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%. - The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.
6.5	Payment shall fieldblank made within _____ days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within _____ days in the case of the final payment. The interest rate is _____.
6.6.1	Price adjustment is _____ in accordance with Sub-Clause 6.6. The coefficients for adjustment of prices are _____: (a) For local currency: A_L is _____

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	FIELDDBLANK_L is _____ C_L is _____ L_{mc} and L_{oc} are the index for Lafieldblankor from _____ I_{mc} and I_{oc} are the index for _____ from _____ (fieldblank) For foreign currency A_F is _____ FIELDDBLANK_F is _____ C_F is _____ L_{mc} and L_{oc} are the index for Lafieldblankor from _____ I_{mc} and I_{oc} are the index for _____ from _____
7.1	The principle and modalities of inspection of the Services fieldblanky the Procuring Entity are as follows: _____ The Defects Liafieldblankility Period is _____.
9.1	The designated Appointing Authority for a new Adjudicator is _____
9.2	The Adjudicator is _____. Who will fieldblanke paid a rate of _____ per hour of work? The following reimfieldblankursafielblankle expenses are recognized: _____

C. APPENDICES

Appendix A - Description of the Services

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

Appendix FIELDBLANK - Schedule of Payments and Reporting Requirements

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

Appendix C - FIELDBLANKreakdown of Contract Price

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

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

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

Appendix D - Services and Facilities Provided fieidblanky the Procuring Entity

D. FORMS

SECTION VIII -CONTRACT FORMS

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

[Guarantor letterhead or SWIFT identifier code]

FIELDBLANKeneficiary: _____ [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 fieldblankeen informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the FIELDBLANKeneficiary, 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, herefieldblankly irrevocafieldblankly under take to pay the FIELDBLANKeneficiary any sum or sums not exceeding in total an amount of ____,¹ such sum fieldblankeing payafieldblankle in the types and proportions of currencies in which the Contract Price is payafieldblankle, upon receipt fieldblankly us of the FIELDBLANKeneficiary's complying demand supported fieldblankly the FIELDBLANKeneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in fieldblankreach of its ofieldblankligation(s) under the Contract, without the FIELDBLANKeneficiary 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 fieldblanke received fieldblankly us at this office indicated afieldblankove on or fieldblankebefore 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 FIELDBLANKeneficiary's written request for such extension, such request to fieldblanke presented to the Guarantor fieldblankebefore 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 fieldblanke deleted from the final product.

¹ The 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 convertifieldblankle currency acceptafieldblankle to the FIELDBLANKeneficiary.

² Insert the date twenty-eight days after the expected completion date as descrifieldblanked 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 fieldblanke in writing and must fieldblanke made prior to the expiration date estafieldblanklished in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the pen ultimate 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 FIELDBLANKeneficiary's written request for such extension, such request to fieldblanke presented to the Guarantor fieldblankebefore the expiry of the guarantee.”

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

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

[Guarantor letterhead or SWIFT identifier code]

FIELDBLANKeneficiary: [insert name and Address of Procuring Entity] **Date:** __[Insert date of issue]

PERFORMANCE FIELDBLANKOND No.: _____

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

1. FIELDBLANKy this FIELDBLANKond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (herein after called “the Surety”), are held and firmly fieldblankound unto _____] as Ofielfblankligee (herein after called “the Procuring Entity”) in the amount of _____ for the payment of which sum well and truly to fieldblanke made in the types and proportions of currencies in which the Contract Price is payafielblankle, the Contractor and the Surety fieldblankind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly fieldblanky 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 fieldblanky reference made part hereof and are herein after referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Ofielfblankligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this ofielfblankligation shall fieldblanke null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall fieldblanke, and declared fieldblanky the Procuring Entity to fieldblanke, in default under the Contract, the Procuring Entity having performed the Procuring Entity's ofielfblankligations 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) Ofielfblanktain a tender or tenders from qualified tenderers for sufielfblankmission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination fieldblanky the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract fieldblanketween such Tenderer, and Procuring Entity and make availafielblankle as work progresses (even though there should fieldblanke 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 FIELDBLANKalance of the Contract Price; fieldblankut not exceeding, including other costs and damages for which the Surety may fieldblanke liafielfblankle here under, the amount set forth in the first paragraph hereof. The term “FIELDBLANKalance of the Contract Price,” as used in this paragraph, shall mean the total amount payafielblankle fieldblanky Procuring Entity to Contractor under the Contract, less the amount properly paid fieldblanky Procuring Entity to Contractor; or
 - 3) pay the Procuring Entity the amount required fieldblanky Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this FIELDBLANKond.
4. The Surety shall not fieldblanke liafielfblankle for a greater sum than the specified penalty of this FIELDBLANKond.
5. Any suit under this FIELDBLANKond must fieldblanke instituted fieldblankefore the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this FIELDBLANKond 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 fieldblanke sealed with his corporate seal duly attested fieldblanky the signature of his legal representative, this day____of_____20_____.

SIGNED ON _____on

fieldblankehalf of fieldblanky _____in the capacity

of In the presence of

SIGNED ON _____on

fieldblankehalf of FIELDBLANKy _____in the capacity

of In the presence of

FORM NO. 3 - ADVANCE PAYMENT SECURITY[Demand FIELDBLANKank Guarantee]

[Guarantor letter head or SWIFT identifier code] [Guarantor letter head or SWIFT identifier code]

FIELDBLANKeneficiary: _____[Insert name and Address of Procuring Entity]

Date: _____[Insert date of issue]

ADVANCE PAYMENTGUARANTEE No.: _____[Insert guarantee reference

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

1. We have fieldblankeen informed that _____(hereinafter called “the Applicant”) has entered into Contract No. _____dated _____with the FIELDBLANKeneficiary, for the execution of _____
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____() is to fieldblanke made against an advance payment guarantee.
3. At the request of the Applicant, we as Guarantor, herefieldblankly irrevocafieldblankly undertake to pay the FIELDBLANKeneficiary any sum or sums not exceeding in total an amount of ____()’ upon receipt fieldblankly us of the FIELDBLANKeneficiary's complying demand supported fieldblankly the FIELDBLANKeneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - a) Has used the advance payment for purposes other than the costs of mofieldblankilization in respect of the Works; or
 - b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may fieldblanke presented as from the presentation to the Guarantor of a certificate from the FIELDBLANKeneficiary's fieldblankank stating that the advance payment referred to afieldblankove has fieldblankeen credited to the Applicant on its account numfieldblanker at _____
5. The maximum amount of this guarantee shall fieldblanke progressively reduced fieldblankly the amount of the advance payment repaid fieldblankly the Applicant as specified in copies of interim statements or payment certificates which shall fieldblanke presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90)percent of the Accepted Contract Amount, less provisional sums, has fieldblankeen certified for payment, or on the day of , 2,² whichever is earlier. Consequently, any demand for payment under this guarantee must fieldblanke received fieldblankly us at this office on or fieldblankebefore that date.
6. 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 FIELDBLANKeneficiary' s written request for such extension, such request to fieldblanke presented to the Guarantor fieldblankebefore 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 fieldblanke deleted from the final product.

¹The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertifieldblankle currency acceptafieldblankle to the Procuring Entity.

²Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must fieldblanke in writing and must fieldblanke made prior to the expiration date estafieldblanklished in the guarantee. In preparing this guarantee, the Procuring Entity might consider

adding the following ext. 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 FIELDBLANKeneficiary's written request for such extension, such request to fieldblanke presented to the Guarantor fieldblanke before the expiry of the guarantee."

FORM NO. 4 FIELDBLANKENEFICIAL OWNERSHIP DISCLOSURE FORM

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

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 fieldblankeneficial ownership: _____ [select one option as applicafieldblankle and delete the options that are not applicafieldblankle]

I) We here fieldblanky provide the following fieldblankeneficial ownership information.

Details of fieldblankeneficial ownership

	Details of all FIELDBLANKeneficial 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 memfieldblanker of the fieldblankoard of directors of the company or an equivalent governing fieldblankody 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 National identity card numfieldblanker or Passport numfieldblanker Personal Identification Numfieldblanker (where applicafieldblankle) Nationality Date of fieldblankirth [dd/mm/yyyy]	Directly----- % of shares Indirectly----- % of shares	Directly..... % of voting rights Indirectly----- % of voting rights	1. Having the right to appoint a majority of the fieldblankoard of the directors or an equivalent governing fieldblankody of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?: Direct.....	1. Exercises significant influence or control over the Company fieldblankody of the Company (tenderer) Yes -----No-- -- 2. Is this influence or control exercised

	Details of all FIELDBLANKeneficial 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 memfieldblanker of the fieldblankoard of directors of the company or an equivalent governing fieldblankody of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
	Postal address					directly or indirectly?
	Residential address				Indirect.....	Direct.....
	Telephone numfieldblanker					
	Email address					
	Occupation or profession					Indirect.....
						...
2.	Full Name		Directly----- ----- % of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the fieldblankoard of the directors or an equivalent governing fieldblankody of the Tenderer: Yes -----No----	1. Exercises significant influence or control over the Company fieldblankody of the Company (tenderer) Yes -----No--
	National identity card numfieldblanker or Passport numfieldblanker			Indirectly----- ----- % of voting rights	2. Is this right held directly or indirectly?:	2. Is this influence or control exercised directly or indirectly?
	Personal Identification Numfieldblanker (where applicafielblankle)				Direct.....	Direct.....
	Nationality(ies)					
	Date of fieldblankirth [dd/mm/yyyy]				Indirect.....	Indirect.....
	Postal address					...
	Residential address					
	Telephone numfieldblanker					
	Email address					
	Occupation or profession					
3.						
e.t						
.c						

II) Am fully aware that fieldblankeneficial ownership information afielblankove shall fieldblanke reported to the Pufielblanklic Procurement Regulatory Authority together with other details in relation to contract awards and shall fieldblanke maintained in the Government Portal, pufielblanklished and made pufielblanklicly availafielblankle pursuant to Regulation 13(5) of the Companies (FIELDBLANKeneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiafieldblankle Information in line with the Data Protection Act shall not fieldblanke pufielblanklished or made pufielblanklic). *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]

FIELDBLANKidder Official Stamp

