KENYA NATIONAL EXAMINATIONS COUNCIL

TENDER FOR REPAIR OF MOTOR VEHICLES ON A TWO-YEAR FRAMEWORK CONTRACT

TENDER NO. KNEC/ONT/2024-2025/32

ISSUED DATE: 17TH APRIL 2025

CLOSING DATE: 2ND MAY 2025

TENDER BOX LOCATION: GROUND FLOOR NEW MITIHANI HOUSE,

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INVITATION TO TENDER

DATE: 17TH APRIL, 2025

PROCURING ENTITY: KENYA NATIONAL EXAMINATIONS COUNCIL

CONTRACT NAME AND DESCRIPTION: TENDER FOR REPAIR OF MOTOR VEHICLES ON A TWO-YEAR FRAMEWORK CONTRACT

1.0 The Kenya National Examinations Council (KNEC) invites sealed bids from eligible candidates for the tender for tender for repair of motor vehicles on a two-year framework contract.

2.0 Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours from 8 am and 5 pm starting from the date of advert at the office of:

CHIEF EXECUTIVE OFFICER
KENYA NATIONAL EXAMINATIONS COUNCIL
NEW MITIHANI HOUSE
OFF MOMBASA ROAD, SOUTH C.
TEL NO: 0203317412
EMAIL: procurement@knec.ac.ke,

1. Tendering will be conducted under open competitive method National using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
2. A complete set of tender documents may be viewed and downloaded free of charge from the Council's website www@knec.ac.ke, www.supplier.tresury.go.ke and the PPIP (Public Procurement Information Portal) www.tenders.go.ke
3. Tenderers who download the tender document must forward their particulars immediately to facilitate any further clarification or addendum to:

CHIEF EXECUTIVE OFFICER
KENYA NATIONAL EXAMINATIONS COUNCIL
NEW MITIHANI HOUSE
OFF MOMBASA ROAD, SOUTH C.
P.O. BOX 73598-00200
TEL NO: 0203317412
EMAIL: procurement@knec.ac.ke,

4. All Tenders must be accompanied by a Tender Securing Declaration form as provided in the tender document.
5. Completed tenders must be delivered to the address below on or before **2nd May, 2025** at 10.00am. Electronic Tenders will not be permitted to reach the:

CHIEF EXECUTIVE OFFICER
KENYA NATIONAL EXAMINATIONS COUNCIL
P.O. BOX 73598-00200

NAIROBI
GROUND FLOOR, NEW MITIHANI HOUSE BUILDING
TENDER BOX AT THE GROUND FLOOR, RECEPTION AREA

On or before **2nd May, 2025 at 10.00 am**.

6. Bid prices quoted should be inclusive of all costs and taxes and shall remain valid for (150) one hundred and fifty days from the date of tender opening.

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

8. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.

6th Floor
Kenya National Examinations Council
New Mitihani House
Nairobi

9. Submission of late tenders will be rejected.

THE CHIEF EXECUTIVE OFFICER,

KENYA NATIONAL EXAMINATIONS COUNCIL.

Date 17th April, *2025*

PART 1 - TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

1.1 This tendering document is for Tender for tender for repair of motor vehicles on a two-year framework contract, as specified in Section V, Procuring Entity's Schedule of Requirements. The name of the Procuring Entity, name and identification and number of this tender are specified in the **TDS.**

2. Definitions

2.1 Throughout this tendering document:

a) The term "in writing" means communicated in written form (e.g. by mail, e-mail, 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 requires, "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 commence providing the Insurance Services by Date provided **in the TDS**. The insurance duration for each item will be one year or the period specified 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, Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

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

3.3 Unfair Competitive Advantage -Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **TDS** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

3.4 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

4. Eligible Tenderers

4.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 4.7 or any combination of such entities in the form of a joint venture (JV) under an existing agree mentor with the intent to enter into such an agreement supported by a letter of intent. Only Insurance service providers registered by Insurance Regulatory Authority are eligible to tender and sign contracts. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members

of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS.**

4.2 Public Officers of the Procuring Entity, their spouse, child, parent, brother, sister, child, parent or sister of a spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a 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 in directly 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 Schedules of requirements, Performance Specifications, etc.) for the Insurance services that are the subject of this Tender; or

f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity for the Contract implementation; or

g) would be providing goods, works, or services resulting from or directly related to the insurance services specified in the **TDS** ITT 1.1 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 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 conflict stemming 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 shall not participate in more than one Tender, except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved.

4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.

4.6 A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRAwww.ppra.go.ke.

4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) if they can establish that they are registered as insurance businesses.

4.8 A tenderer under suspension from tendering as the result of the operation of a Tender-Securing Declaration or Proposal-Securing Declaration shall not be eligible to tender.

4.9 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken 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.

4.10Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in "SECTION III - EVALUATION AND QUALIFICATION CRITERIA, Item 9".

4.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if it is registered in Kenya, has less than 51 percent ownership by nationals of Kenya and if it does not subcontract foreign contractors more than 10 percent of the contract price, excluding provisional sums. JVs are considered as foreign tenderers if the individual member firms are registered in Kenya have less 51 percent ownership by nationals of Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

4.12 The Procuring Entity may require tenderers to be registered with certain authorities in Kenya. Such registration shall be defined in the TDS, but care must be taken to ensure such registration requirement does not discourage competition, nor exclude competent tenderers. Registration shall not be a condition for tender, but where a selected tenderer is not so registered, the tenderer shall be given opportunity to register before signature of contract.

4.13 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke

4.14 A Tenderer may be considered ineligible if he/she offers goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

5.0 ***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 prequalification of Tenderers has been undertaken as stated in ITT 18.4, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. Contents of Tendering Document

6.0 Sections of Tendering Document

6.1 The tendering document consists of Parts1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 9.

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–Schedule of Requirements

PART 3: Contract

vi) Section VI-General Conditions of Contract (GCC)
vii) Section VII-Special Conditions of Contract (SCC)
viii) Appendix to the Contract–Insurance Policy

6.2 The Invitation to Tender (ITT) or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.

6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 9. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

6.4 The Tenderer is expected to examine all instructions, forms, terms of reference, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

E. *Clarification of Tender Document, Site Visit, Pre-Tender Meeting*

7.1 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 if provided for in accordance with ITT 7.2. 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 D documents in accordance with ITT 7.4, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page 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 following the procedure under ITT 8 and ITT 22.2.

7.2 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the site(s) and items of the required contracts and obtain all information that may be necessary for preparing a tender. The costs of visiting the Sites shall be at the Tenderer's own expense. The Procuring Entity shall specify in the **TDS** if a pre-arranged Site visit and or a pre-tender meeting will be held, when and where. The Tenderer's designated representative is invited to attend a pre-arranged site visit and a pre-tender meeting, as the case may be. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.3 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.

7.4 Minutes of a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source

of the questions asked.

7.5 The Procuring Entity shall also promptly publish anonymized (no names) Minutes of the pre-arranged site visit and those of the pre-tender meeting at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-arranged site visit and the pre- tender meeting will not be a cause ford is qualification of a Tenderer.

F. *Clarification of Tendering Document*

8.1 A Tenderer requiring any clarification of the tendering document shall contact the Procuring Entity in writing at the Procuring Entity's address specified **in the TDS**. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders within a period specified **in the TDS**. The Procuring Entity shall forward copies of its response to all Tenderers who have acquired the tendering document in accordance with ITT 6.3, including description of the inquiry but without identifying its source. If so specified **in the TDS**, the Procuring Entity shall also promptly publish its response at the web page identified **in the TDS**. Should the clarification result in changes to the essential elements of the tendering document, the Procuring Entity shall amend the tendering document following the procedure under ITT 9 and ITT 23.2.

G. *Amendment of Tendering Document*

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

9.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.1.

9.3 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 23.2 below.

C. Preparation of Tenders

H. *Cost of Tendering*

10.1 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.

I. *Language of Tender*

9.1 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 maybe in another language provided they are accompanied by an accurate translation of the relevant passages in to the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

J. *Documents Comprising the Tender*

12.1 The Tender shall comprise the following:

- **Form of Tender** prepared in accordance with ITT 13;
- **Schedules:** priced Activity Schedule completed in accordance with ITT 13 and ITT 15;
- **Tender Security or Tender-Securing Declaration** in accordance with ITT 20.1;

- **Alternative Tender**: if permissible in accordance with ITT 14;
- **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 21.3;
- **Qualifications:** documentary evidence in accordance with ITT 18 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- **Tenderer's Eligibility**: documentary evidence in accordance with ITT 18 establishing the Tenderer's eligibility to Tender;
- **Conformity**: documentary evidence in accordance with ITT 17, that the Services con form to the tendering document; and
- Any other document required **in the TDS.**

12.2 The Tenderer shall furnish in the Tender Information Form on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to the is Tender.

K. *Form of Tender and Schedule of Requirements*

13.1 The Form of Tender and priced Schedule of Requirements shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 21.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize pages of all tender documents submitted.

L. *Alternative Tenders*

14.1 Unless otherwise indicated **in the TDS**, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the best Evaluated Tenderer shall be considered by the Procuring Entity.

M. *Tender Prices and Discounts*

15.1 The prices (or premiums) and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Schedule of Requirements shall conform to the requirements specified below.

15.2 The Contract shall be for the Insurance Services of the items described in the Schedule of Requirements submitted by the Tenderer.

15.3 The Tenderer shall quote any discounts in the Form of Tender in accordance with ITT 13.1.

15.4 All duties, taxes, and other levies pay able by the Insurance Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.

15.5 If provided for in the **TDS**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

N. *Currencies of Tender and Payment*

16.1 The currency of the Tender and the currency of payments shall be Kenya Shillings, unless specified otherwise in the **TDS.**

O. *Documents Establishing Conformity of Services*

17.1 To establish the conformity of the Insurance Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services

provided conform to the Procurement Entity's requirements specified in Section VII, Schedule of Requirements.

17.2 Standards for provision of the Insurance Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section V, Schedule of Requirements.

17.3 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and / or contract management processes, or a possibility of collusion between tenderers, and there by help to prevent any corrupt influence in relation to the procurement process or contract management.

17.4 The purpose of the information described in ITT 6.2 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

17.5 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3.The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

17.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

17.7 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

17.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,

ii) if the contract has been awarded to that tenderer, the contract award will be set aside,

iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

17.9 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine err or which was not at tribute able to the intentional act, negligence or recklessness of the tenderer.

P. *Documents Establishing the Eligibility and Qualifications of the Tenderer*

18.1 To establish Tenderer's their eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, and all Tendering Forms included in Section IV.

18.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18.3 In the event that pre-qualification of Tenderers has been under taken as stated **in the TDS**, only Tenders from pre- qualified 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.

18.4 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

Q. *Period of Validity of Tenders*

19.1 Tenders shall remain valid for the Tender Validity period specified **in the TDS.** The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 23.1). A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

19.2 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 ac or responding 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, except as provided in ITT 19.3.

R. *Tender Security*

20.1 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**.

20.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

20.3 If a Tender Security is specified pursuant to ITT 20.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:

i) cash;

ii) a bank guarantee;

iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or

iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

20.4 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.

20.5 If a Tender Security is specified pursuant to ITT 20.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the

procurement proceedings are terminated, all tenders were determined non responsive or a bidder declines to extend tender validity period.

20.6 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.

20.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or

b) If the successful Tenderer fails to:

i) Sign the Contract in accordance with ITT 45; or

ii) Furnish a performance security in accordance with ITT 46.

20.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.

20.9 A tenderer shall not issue a tender security to guarantee itself.

S. *Format and Signing of Tender*

21.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 12, bound with the volume containing the Form of Tender, and clearly marked "Original." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS**, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.

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

21.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

21.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

T. *Sealing and Marking of Tenders*

22.1 The Tenderer shall deliver the Tender in a single, sealed envelope. Within the single envelope the Tenderer shall place the following separate, sealed envelopes:

- In an envelope marked "ORIGINAL", all documents comprising the Tender, as described in ITT 12; and
- in an envelope marked "COPIES", all required copies of the Tender; and
- if alternative Tenders are permitted in accordance with ITT14, and if relevant:

i) in an envelope marked "ORIGINAL-ALTERNATIVE TENDER", the alternative Tender; and

ii) in the envelope marked "COPIES –ALTERNATIVE TENDER" all required copies of the alternative Tender.

22.2 The inner envelopes shall:

a) Bear the name and address of the Tenderer;

b) Be addressed to the Procuring Entity in accordance with ITT 23.1;

c) Bear the specific identification of this Tendering process specified in accordance with **TDS** 1.1; and

d) Bear a warning not to open before the time and date for Tender opening.

22.3 The outer-envelopes shall:

a) Be addressed to the Procuring Entity in accordance with ITT 23.1;

b) bear the specific identification of this Tendering process specified in accordance with **TDS** 1.1; and

(c) Bear a warning not to open before the time and date for Tender opening.

22.4 I fall envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that were misplaced or opened prematurely will be not be accepted.

23 Deadline for Submission of Tenders

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

23.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT 9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Tenders

24.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 23. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

25 Withdrawal, Substitution and Modification of Tenders

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

a) Prepared and submitted in accordance with ITT 21 and ITT 22 (except that with draw all notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

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

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

26. *Tender Opening*

26.1 Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified in the **TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1, shall be as specified **in the TDS.**

26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

26.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

26.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

26.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.

26.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified in the **TDS**.

26.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 24.1).

26.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:

a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;

b) the Tender Price, per lot (contract) if applicable, including any discounts; and

c) any alternative Tenders;

d) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.

e) Number of pages of each tender document submitted.

26.9 The Tenderers' representatives who a represent shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a tenderer upon request.

E. Evaluation and Comparison of Tenders

27. *Confidentiality*

27.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.

27.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.

27.3 Notwithstanding ITT 27.2, 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.

28 *Clarification of Tenders*

28.1 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 breakdowns of the prices in the Activity Schedule, and other information that the Procuring Entity may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT 32.

28.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

29 *Deviations, Reservations, and Omissions*

29.1 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.

30. *Determination of Responsiveness*

30.1 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.

30.2 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 Insurance 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.

30.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 17 and ITT 18, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation,

or omission.

31. *Non-conformities, Errors and Omissions*

31.1 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. Non-conformities, Errors and Omissions

31.2 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.

31.3 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-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.

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 a rising from am is calculation of unit price, quantity, sub-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 award

33. *Comparison of Tenders and Conversion to Single Currency*

33.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 31.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost prices for each security service offered.

33.2 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency as specified **in the TDS.** The source of exchange rate and the date of such exchange rate shall also be specified in the **TDS.**

34 *Margin of Preference and Reservations*

34.1 A margin of preference on local insurance providers may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/threshold specified in the Regulations.

34.2 A margin of preference shall not be allowed unless it is specified so in the **TDS**.

34.3 Contractsprocuredonbasisofinternationalcompetitivetenderingshallnotbesubjecttoreservations exclusive tospecificgroupsasprovidedinITT33.4.

34.4 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and

Enterprises of persons living with disability, as the case maybe), and who are appropriately registered as such by a competent authority, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested 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 Lowest 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 Price by adjusting the Tender price as follows:

a) Prices offered by the Tenderer, corrected appropriately in accordance with ITT 32;

b) Price adjustment due to discounts offered in accordance with ITT 15.4;

c) converting the amount resulting from applying (a) and (b) above, if allowed, to a single currency in accordance with ITT 33.2;

d) the additional evaluation factors are specified in 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 taken in to account in Tender evaluation.

35.4 Where the tender involves multiple items, the tenderer will be allowed to tender for one or more items. Each item will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers will be base done each item and not a combination of items.

36. *Comparison of Tenders*

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

37. *Abnormally Low Tenders and Abnormally high tenders*

Abnormally Low Tenders

37.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns as to the capability of the Tenderer to perform the Contract for the offered Tender price or that genuine competition between Tenderers is compromised.

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

37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines

that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally High Tenders

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

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

i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.

ii) If specifications, cope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

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

38. *Qualification of the Tenderer*

38.1 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.

38.2 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 in to consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.

38.3 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.

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

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

F. *Award of Contract*

40. *Award Criteria*

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

41. *Notice of Intention to enter in to a Contract*

41.1 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 in to 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) above already reveals the reason;

d) the expiry date of the Standstill Period; and

e) instructionsonhowtorequestadebriefingand/orsubmitacomplaintduringthestandstillperiod;

42. *Standstill Period*

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

42.2 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.

43. *Debriefing by the Procuring Entity*

43.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, 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.

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

44. *Negotiations*

44.1 The negotiations shall be held at the place indicated in the **TDS** with the Tenderer's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Tenderer. The Procuring Entity will constitute a team to negotiate a contract and the terms of the Insurance Policy to be provided.

44.2 The negotiations shall start with discussions of the scope of the terms and conditions of the Policy, its conformity to the Procuring Entity's requirements, the conditions and circumstances under which the insured will be financially compensated, and the items that would need to be attended to before the contract is signed and an Insurance Policy issued. These discussions shall not substantially alter the original scope of the Procuring Entity's requirements. The items that would need to be attended to by the Procuring Entity before the contract is signed and an Insurance Policy issued should not be so extended as to render the scope of the required service and its price different from the Procuring Entity's requirements.

44.3 The Procuring Entity shall prepare minutes of negotiations that are signed by the

Procuring Entity and the Tenderers' authorized representative.

45. *Letter of Award*

45.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, 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 21days 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 Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.

47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the **TDS** or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

47.3 Performance security shall not be required for contracts estimated to cost less than the amount specified in the Regulations.

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 websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

a) Name and address of the Procuring Entity;
b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
c) The name of the successful Tenderer, the final total contract price, the contract duration.
d) Dates of signature, commencement and completion of contract;
e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

49. *Procurement Related Complaint and Administrative Review*

49.1 The procedures for making Procurement-related Complaints are as specified in the **TDS.**

49.2 A request for administrative review shall be made in the form provided under contract forms.

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

[Where an e-procurement system is used, modify the relevant parts of the TDS accordingly to reflect the e-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 Tender reference number (ITT) is: ***KNEC/ONT/2024-2025/32*** The Procuring Entity is: ***THE KENYA NATIONAL EXAMINATIONS COUNCIL*** The name of the ITT is: **TENDER *FOR REPAIR OF MOTOR VEHICLES ON A TWO-YEAR FRAMEWORK CONTRACT.***
ITT 2.1(a)	[*delete if not applicable*] **Electronic –Procurement System** The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process: **N/A** The electronic-procurement system shall be used to manage the following aspects of the Tendering process: **N/A**
ITT 2.2	The Intended date commencing providing the repair Services is **1st July, 2025** The contract period shall be for an initial **two years** and may be extended as may be subsequently agreed upon by the parties in writing.
ITT 3.3	The Information made available on competing firms is as follows: ***NOT APPLICABLE***
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: _____***[insert a number].*** ***NOT APPLICABLE***
	B. Contents of Tendering Document
ITT 7.1 **8.1**	i) The Tenderer will submit any request for clarifications in writing at the Address procurement@knec.ac.ke to reach the Procuring Entity not later than **three (3) days before tender opening** ii) The Procuring Entity shall circulate the response through the email addresses used by the bidders for registration and a copy on the KNEC Website www.knec.ac.ke on **24th April, 2025**
ITT 7.2	(A) A pre-arranged pretender site visit *[insert "shall" or "shall not"]* take place at the following date, time and place: ***NOT APPLICABLE*** (B) Pre-Tender meeting *[insert "shall" or "shall not"]* take place at the following date, time and place: ***NOT APPLICABLE***
ITT 7.3	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than _____before the meeting. ***NOT APPLICABLE***
ITT 7.5	The Procuring Entity's website where Minutes of the pre-Tender meeting and the pre-

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	arranged pretender will be published is _____ ***NOT APPLICABLE***
ITT 12.1 (j)	The Tenderer shall submit the following additional documents in its Tender: ***[list any additional document not already listed in ITT 13.1 that must be submitted with the Tender] – SEE EVALUATION CRITERIA***
	Other documents required are ***SEE EVALUTION CRITERIA***_____
ITT 14.1	Alternative Tenders ***[insert "shall be" or "shall not be"]*** considered. ***[If alternatives shall be considered, the methodology shall be defined in Section III, Evaluation and Qualification Criteria. See Section III for further details]*** ***NOT APPLICABLE***
ITT 15.5	The prices quoted by the Tenderer ***SHALL NOT*** be subject to adjustment during the performance of the Contract.
ITT 16.1	The currency of the Tender and the currency of payments shall be ***KENYA SHILLINGS***
ITT 18.3	Prequalification ***HAS NOT been*** undertaken.
ITT 19.1	The Tender validity period shall be ***180 DAYS.***
ITT 20.1	A tender Securing Declaration Form ***SHALL NOT BE REQUIRED.***
ITT 21.1	In addition to the original of the Tender, the number of copies is**: *ONE***
ITT 21.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of**: *POWER OF ATTORNEY***
	D. Submission and Opening of Tenders
ITT 23.1	For **Tender submission purposes** only, the Procuring Entity's address is: THE CHIEF EXECUTIVE OFFICER KENYA NATIONAL EXAMINATIONS COUNCIL P.O.BOX 73598-00200 NAIROBI Tenders MUST be deposited in the Tender Box on the Ground Floor Reception Area at the New Mitihani House, South C so as to be received on or before **2nd May, 2025** at 10.00AM. **Tenderers shall NOT have an option of submitting the tenders electronically.**
ITT 23.1	The deadline for Tender submission is: **2nd May, 2025 at 10.00AM** Tenderers ***NOT*** have the option of submitting their Tenders electronically. The electronic Tender submission procedures shall be: ***NOT APPLICABLE***
ITT 26.1	The Tender opening shall take place at: The tender opening shall take place immediately after closure in the presence of the candidate's representatives who choose to attend. Physical Address: *THE NEW MITIHANI HOUSE SOUTH C,* *MEETING ROOM ON 6TH FLOOR*
ITT 26.1	The electronic Tender opening procedures shall be: ***[insert a description of the***

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	electronic Tender opening procedures] ***NOT APPLICABLE***
ITT 26.6	The Form of Tender and priced Schedule of requirements shall be initialed by **at least THREE** representatives.
E. Evaluation and Comparison of Tenders	
ITT 33.2	The currency shall be **Kes.** and the source of exchange rate shall be ***N/A*** as on **N/A** (*usually the Central Bank of Kenya is the source*)**.**
ITT 34.2	Margin of preference shall be **allowed or not allowed.**
	F. Award of Contract
ITT 44.1	The negotiations will be held at ***THE NEW MITIHANI HOUSE, SOUTH C***
ITT 47	Performance Security equivalent to 10% of the Awarded Contract Sum will be required.
ITT 49.1	The procedures for making a Procurement-related Complaint are available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to: For the attention: ***DR. DAVID NJENGERE, MBS*** Title/position: ***CHIEF EXECUTIVE OFFICER*** Procuring Entity: ***KENYA NATIONAL EXAMINATIONS COUNCIL*** Email address*:* ***CEO@KNEC.AC.KE*** 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

Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

a) For business turn over 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 is to be converted) was originally established.

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

c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

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.

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 requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of *"Part2–Procuring Entity's Insurance Requirements"*, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are incomplete. The Standard Tender Evaluation Report for Goods and Works for evaluating Tenders provides clear guidelines on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

[The Procuring Entity will provide the preliminary evaluation criteria. To facilitate, a temp late may be attached or clearly described all information and list of documentation to be submitted by Tenderers to enable preliminary evaluation of the Tender]. ***SEE UNDER PARAGRAPH 8.0 below***

3. **Tender Evaluation (ITT 35) Price evaluation**: in addition to the criteria listed in ITT 35.2

(a) – (c) the following criteria shall apply: **Other Criteria, i**f permitted under ITT 35.2 (d):

……

4. *Multiple Contracts*

Multiple contracts will be not permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of items and the lowest evaluated tenderer identified for each item.

5. *Alternative Tenders (ITT14.1)*

An alternative if permitted under ITT 14.1, will be 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 Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

6. MARGIN OF PREFERENCE

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

If the **TDS** so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of the foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).

Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies fora margin of preference.

After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:

i) *Group A:* tenders offered by Kenyan insurers and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).

ii) *Group B:* tenders offered by foreign insurers and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).

All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, at tender from Group A is the lowest, it shall be selected for the award. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 5.1(c) of the respective tender price, including unconditional discounts, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

7. *Post Qualification Criteria (ITT 38) Post qualification and Contract award (ITT39), more specifically,*

a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.

b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.

   i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, un encumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the services cash flow of Kenya Shillings
   .

   ii) Minimum average annual 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 number)* of contract (s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime insurer, or joint vent u remember or sub-contractor each of minimum value Kenya shillings
   _____equivalent.

   iv) Other conditions depending on their seriousness.

a) *History of non-performing contracts**:***

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non- performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last___(*specify years*). The required information shall be furnished in the appropriate form.

b) *Pending Litigation*

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above i fall pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c) *Litigation History*

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last _____(*specify years*). All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

8.0 Evaluation Criteria

The evaluation shall be carried out in three (3) stages i.e. Mandatory Requirements, Technical and Financial evaluation.
Technical shall carry 100%, Financial shall be based on price competitiveness and provision of required documents.

Only firms meeting ALL the mandatory requirements shall proceed for Technical evaluation. Only those who score 70 out of 100 on technical evaluation shall proceed to the financial evaluation.

The successful bidder shall be the lowest responsive evaluated bid.

8.1 Stage 1: Mandatory Evaluation

Eligible tenderers MUST provide the following mandatory requirements (preliminary evaluation). Non- provision of the below will lead to the tenderer being disqualified from the tender evaluation proceedings:

Table 1: **Mandatory Requirements**

No	Mandatory Requirement	Requirement	Tenderer's response Yes/No
1.	Must submit a copy of the Incorporation/Registration Certificate of the Company/Business	Mandatory	
2.	Must submit a copy of the Valid Tax Compliance Certificate as per the date of tender opening	Mandatory	
3.	Must submit a valid copy of business permit from the respective	Mandatory	

	County Government		
4	Must submit a duly filled a Tender's eligibility: Confidential Business Questionnaire Form in the format provided (See attached).	Mandatory	
5	Must submit duly filled Declaration and Commitment to the code of ethics form in the format provided	Mandatory	
6	Must submit duly filled Form of tender in the format provided (See attached) in your letter head.	Mandatory	
7	Must submit duly filled Certificate of Independent Tender Determination Form in the format provided (See attached).	Mandatory	
8	Must submit duly filled self-declaration that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015 - FORM SD1 (See attached).	Mandatory	
9	Tenderers MUST provide duly filled and signed Self Declaration that the Person/Tenderer will not engage in any corrupt or Fraudulent practice - FORM SD2 (See attached).	Mandatory	
10	Serialization of all pages of the tender document by the bidder from page one up to the last including attachments/appendixes	Mandatory	
11	Attach Power of Power of attorney/ Authorization Letter, Giving the name person who should be signing the Bid, authorizing him submit/execute this agreement as a binding document	Mandatory	
12	Original Bid Bond of One Hundred Thousand Kenya Shillings (Kshs 100,000.00) and valid for 180 days from date of tender opening (should be denominated in Kenya Shillings, and in the form of a bank guarantee issued by a reputable bank located in Kenya, or a guarantee issued by a reputable insurance company approved by PPRA	Mandatory	
N=Responsive/ NR=Nonresponsive			

NB: Bidders who meet all the Mandatory requirements set out in stage 1 will proceed to the next stage of technical evaluation.

Stage 2. Qualification criteria

	TECHNICAL CRITERIA	Maximum Scores
1	Evidence of physical address. Attached copies of title, lease, rental Agreement or a business permit	5
2	Evidence of certified copies of an Audited Financial Statement / Accounts for the Last **three years** (2023, 2022, 2021) and 2024, if available	15
3	Evidence of at least **three** references for similar servicing, Repairs and Maintenance services done in the past five years- Prepare a schedule indicating the following: - Name of the client - Contract value - Contract period (attach certified copies of agreements/contracts or LPOS/LSOS or reference letters as evidence to score)	30
4	List at least one qualified automotive mechanic (10 points) with relevant training (Minimum of a Diploma/Certificate in the relevant field) who will be in charge of the contract implementation if awarded the contract **Motor Mechanics:** Provide at least two (2) Cvs and certificates for technical staff with certification in motor vehicle mechanics. (10 Marks) **Motor Electrician:** Provide at least four (2) Cvs and certificates for technical staff with certification in Motor Electrical'(10 Marks)	30

5	Methodology – work plan and methodology of contract execution if awarded Deployment of staff, …… 5 points Repair and maintenance as per our service requirements ……5 points	10
6	Physical Facilities with fully equipped Garage; Possession of equipped garage (attach a photo of the workshop) – 5 marks Must submit evidence of Perimeter Wall, Security guards, CCTV, Alarm system and fire-fighting equipment – 5 marks Information under this item may be confirmed during due diligence	10
	GRAND TOTAL	100

NOTE:
Evaluation of tenders will be conducted based on the tenders' response to the mandatory requirements and their compliance to the evaluation criteria. Tenders scoring 70% and above on technical evaluation will be subjected to financial evaluation based on their price schedule.

Financial Evaluation Criteria	Financial Evaluation Criteria This will be based on the compliance to the following criteria by tenderers. 1. The lowest evaluated unit price summation per full lot schedule for the three service categories. 2. Incomplete Price Schedule for each lot shall be rejected. 3. No correction of arithmetic errors - 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 4. Quoted prices Must include VAT and other statutory taxes and duty. No alternative offer will be accepted by the Council
Due Diligence	**Due diligence (Mandatory)** Due diligence will be conducted for the lowest evaluated bidder [**will be Mandatory].** The exercise will involve verification of the bidder's qualification information submitted in compliance with the mandatory and technical requirements on capacity to deliver the contract.

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 business 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) below.

Date of this Tender submission:.....*[insert date (as day, month and year) of Tender submission]* **Tender Name and Identification**:.....*[insert identification]* **Alternative No.**:.....*[insert identification No if this is a Tender for an alternative]*

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

a) ***No reservations:*** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT 9;

b) ***Eligibility****:* We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;

c) ***Tender-Securing Declaration:*** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT 21;

d) ***Conformity:*** We offer to provide the Insurance Services in conformity with the tendering document of the following: [*insert the list of items tendered for and a brief description of the Insurance Services*];

SCHEDULE OF TENDERED ITEMS AND PRICES

1	2	3	4	5	6	7
No of item	**Brief description of item**	**Value of item**	**Project Duration**	**(Tender Price)**	**Price discount (if any)**	**Total Tender Price for Security Service per annum**
No 1						
No 2						
No 3						

e) ***Discounts:*** The discounts offered and the methodology for their application are:

i) The discounts offered are: [*Specify in detail each discount offered.*]

ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

f) ***Tender Validity Period:*** Our Tender shall be valid for the period specified in TDS 19.1(as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1(as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

g) ***Performance Security:*** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;

h) ***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 14;

i) ***Suspension and Debarment****:* We, along with any of our subcontractors, suppliers, consultants, manufacturers, or insurance 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 in eligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;

j) ***State-owned enterprise or institution****:* [*select the appropriate option and delete the other*] [*We are not a state- owned enterprise or institution*]/ [*We are a state-owned enterprise or institution but meet the requirements of ITT 4.6*];

k) ***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, including Insurance Brokers, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity,]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")
[Delete if not appropriate, or amend to suit] We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.

(m) ***Binding Contract:*** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(n) ***Not Bound to Accept:*** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive;

(o) ***Fraud and Corruption:*** We here by 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 here by 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; and

(q) ***Code of Ethical Conduct:*** We under take to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from (specify website) during the procurement process and the execution of any resulting contract.

(r) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.

(s) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:

(i) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.

(ii) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.

(iii) 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

Instructions 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 (*postal and physical addresses, email, and telephone number*) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (*postal and physical addresses, email, and telephone number*) of state which stock exchange	

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full_____Age_____

Nationality_____Country of Origin_____

Citizenship _____

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

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

i) Private or public Company _____

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

Nominal Kenya Shillings (Equivalent)_____

Issued Kenya Shillings (Equivalent)_____

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

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

ii) **Conflict of interest disclosure**

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

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

f) Certification

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

Full Name_____

Title or Designation_____

_____ _____

(Signature) *(Date)*

ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

I certify, on behalf of_____[Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;

2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;

4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:

   a) Has been requested to submit a Tender in response to this request for tenders;

   b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;

5. The Tenderer discloses that [check one of the following, as applicable]:

   a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;

   b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

6. In particular, without limiting the generality of paragraphs (5) (a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   a) prices;

   b) methods, factors or formulas used to calculate prices;

   c) the intention or decision to submit, or not to submit, a tender; or

   d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5) (b) above;

8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, 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 SD 1

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

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

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of

   …..*(insert name of the Company)* who is a Bidder in respect of **Tender No. ……..** for.....*(insert tender title/description)* for..... *(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

FORM SD2

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of.....

   .....*(insert name of the Company)* who is a Bidder in respect of **Tender No**..... for …….. *(insert tender title/description)* for..... *(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of.....*(insert name of the Procuring entity)* which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents/subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....*(name of the procuring entity).*

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized
signatory…….....…….

Sign…….....

Position…….....……
……

Office address…….....…….

Telephone…….

Email…….....

Name of the
Firm/Company…….....……

Date…….....……

(Company Seal/ Rubber Stamp where applicable)

Witness

Name…….....……

……..

Sign…….....
……

Date…….....

D. ***APPENDIX 1-FRAUD AND CORRUPTION***

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents(whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs1.1above.

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

i) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;

ii) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;

iii) Without limiting the generality of the subsection (1) and (2), the person shall be: -

   a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or

   b) if a contract has already been entered into with the person, the contract shall be voidable;

iv) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;

v) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—

   a) Shall not take part in the procurement proceedings;

   b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and

   c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers of whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

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

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

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

a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:

i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

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

v) “obstructive practice” is:

- Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspectionandauditrightsprovidedforunderparagraph2.3e. below.

b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

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

c) Rejects a proposal for award[1] of a contract if PPR A determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (I e s) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;

e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring(i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub- consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect[2] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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

[2]*Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.*

TENDERER INFORMATION FORM

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

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

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

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

1. Tenderer's Name *[insert Tenderer's legal name]*
3. Tenderer's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Tenderer's year of registration: *[insert Tenderer's year of registration]*
5. Tenderer's Address in country of registration: *[insert Tenderer's legal address in country of registration]*
6. Tenderer's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4. ☐ A current tax clearance certificate or tax exemption certificate issued by the the Kenya Revenue Authority, if tender is a Kenyan tenderer, in accordance with ITT 4.15. ☐ 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 agency of the Procuring Entity 2. Included are the organizational chart and a list of Board of Directors

QUALIFICATION INFORMATION

1.1 Constitution or legal status of Tenderer ..... [*attach copy]*

Place of registration:.....[*insert]*

Principal place of business ..... [*insert]*

Power of attorney of signatory of Tender.....[*attach]*

1.2 Total annual volume of services performed in five years, in the internationally traded currency specified **in the TDS .....**[*insert]*

1.3 Services performed as prime Insurance Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services underway or committed, including expected completion date.

Item Insured and name of country	**Name of Procuring Entity and contact person**	**Type of Services provided and year of completion**	**Value of contract**
(a) (b)			

1.4 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List and attach copies.

1.5 Name, address, and telephone, and facsimile numbers of banks that may provide references if contacted by the Procuring Entity.

1.6 Information regarding any litigation, current or within the last five years, in which the Tenderer is or has been involved.

Other party(ies) Cause of dispute Details of litigation award Amount involved

a) _____

b) _____

1.7 Statement of compliance with the requirements of ITT 4.2.

1.8 Any additional information required_____

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*]*

1) For the attention of Tenderer's Authorized Representative Name: .....
[insert Authorized Representative's name]
Address:..... *[insert Authorized Representative's Address]*
Telephone numbers: .....*[insert Authorized Representative's telephone/fax numbers]*
Email Address: ..... *[insert Authorized Representative's email address]*

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

DATE OF TRANSMISSION: This Notification is sent by: [*email/fax*] on [*date*](local time)
ProcuringEntity .....*[insertthenameoftheProcuringEntity]*
Contract title..... *[insert the name of the contract]*
ITT No:..... *[insert ITT reference number from Procurement Plan]*
This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

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

The successful Tenderers are listed below.

1	2	3	3
No of item to be insured	**Description of Item**	**Name of Tenderer**	**Tender Price**
No 1			
No 2			
No 3			

2) 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.]

1	2	3	3
No of item to be insured	**Description of Item**	**Name of Tenderer**	**Tender Price**
No 1			
No 2			
No 3			

3) How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).
You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

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

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

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

Agency ..... [*insert name of Procuring Entity*]

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

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

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

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

4) How to make a complaint

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

Providethecontractname,referencenumber,nameoftheTenderer,contactdetails; and address the Procurement-related Complaint as follows:
Attention.....[*insert full name of person, if applicable*]
Title/position ..... [*insert title/position*]
Agency ..... [*insert name of Procuring Entity*]
Email address.....[*insert email address*]

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

In summary, there are four essential requirements:

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

5) Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time). The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

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

On behalf of the Procuring Entity:

*Signature:*_____ *Name:*_ *Title/position:*_____

*Telephone:*_____ *Email:*_____

2 REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…….OF……..….20……...

BETWEEN

….....APPLICANT

AND

….....RESPONDENT (Procuring Entity)

Request for review of the decision of the…… (Name of the Procuring Entity of ……dated the…day of …….20…….in the matter of Tender No……..…of ……..20….. for.....(Tender description).

REQUEST FOR REVIEW

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

1.

2.

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

1.

2.

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

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of ……....20….……

SIGNED

Board Secretary

3. LETTER OF AWARD

[Form head paper of the Procuring Entity]

..... *[date]*

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

This is to notify you that your Tender dated.....*[date]* for execution of the .....*[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of.....*[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is here by accepted by 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 X, Contract Forms, of the tender document.

Please return the attached Contract dully 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 (here in after called the "Contract") is made the *[day]* day of the month of *[month], [year],* between, on the one hand, *[name of Procuring Entity]* (here in after called the "Procuring Entity") and, on the other hand, *[name of Insurance Provider]*(here in after called the" Insurance Provider").

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

WHEREAS

a) the Procuring Entity has requested the Insurance Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (here in after called the "Services");

b) the Insurance Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
   a) The Form of Acceptance;
   b) The Insurance Provider's Tender
   c) The General Conditions of Contract;
   d) The Special Conditions of Contract;
   e) The Priced Schedule of Requirements; and
   f) The following Appendices: Appendix: Negotiated and Signed Insurance Policy (I e s)

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

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

For and on behalf of..... *[name of Procuring Entity] [Authorized Representative]*

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

[***Note**: If the Insurance 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 Insurance Provider..... *[name of member] [Authorized Representative]*

[name of member] [Authorized Representative]

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

*Beneficiary:*_____

Request for Tenders No:

_____

*Date:*_____

*TENDER GUARANTEE No.:*_____

Guarantor: _____

1. We have been informed that_____(here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of_____ under Request for Tenders No._____(“the ITT”).

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

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

(a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Applicant; or

b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.

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

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

_____

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be 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 by these presents that WE …… of ..... [**Name of Insurance Company**] having our registered office at …… (hereinafter called "the Guarantor"), are bound unto …….. [*Name of Procuring Entity*] (hereinafter called "the Procuring Entity") in the sum of …… (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ___day of _____20 __.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:

   a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Principal; or

   b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers ("ITT") of the Procuring Entity's Tendering document.

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

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

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

_____	_____
[Date]	*[Signature of the Guarantor]*
_____	_____
[Witness]	*[Seal]*

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

FORM OF TENDER-SECURING DECLARATION

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

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

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

To: ..... *[insert complete name of Purchaser]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.

2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we– (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.

3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon the earlier of:

   a) Our receipt of a copy of your notification of the name of the successful Tenderer; or

   b) Thirty days after the expiration of our Tender.

4. I/We understand that if I am/we are/ in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

   Signed:……...…..……..

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

   Name ..... Duly

   authorized to sign the bid for and on behalf of..... *[insert complete name of Tenderer]*

   Dated on…….day of ..... *[Insert date of signing]*

   Seal or stamp

PARTII – SCHEDULE OF SECURITY REQUIREMENTS

SECTION V – SCHEDULE OF REQUIREMENTS

Notes for Preparing the Schedule of Requirements

1. Objectives

The objectives of the Schedule of Requirements are:

a) To provide sufficient information on the repair Services to be performed to enable Tenders to be prepared efficiently and accurately; and

b) When a Contract has been entered into, to provide a priced Schedule of Requirements for use in preparing *The contract.*

The Schedule of Requirements shall be included in the Tendering Document by the Procuring Entity, and shall cover, at a minimum, a description of the cleaning services required. In particular, Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract.

2. *List of areas to be cleaned*

The Procuring Entity shall list and number each required repair Service and provide full descriptions of the main features of the items to be cleaned, including the timing of contract. These features shall include physical location (of where the areas to bed cleaned, as the case may be) and full descriptions of the areas contingencies to be covered, etc. Care should be taken not to be too restrictive as to limit competition and or availability. The list of the Items to be insured is then summarized on the Table below (Schedule of Requirements). *The Examples given on the Schedule of Requirements below should not be in the final Tender Document.*

E.g.

1. Repair of motor vehicles (*Give full Descriptions of the services) and contingencies to be covered.*

Name and location of the vehicles_____

Estimated no of_____

Complete with_____

Constructed of_____

Estimated value_____

Contingencies to becovered _____ ***(no of floors.) Etc.***

2. **Areas to be covered.Goods on transit** (*GivefullDescriptionsoftherequired*).

Description of Good_____

_____

Value of the Goods_____

Location where they are_____

Final destination_____

Mode of transport_____

Duration of transport_____

Percentage of value of Goods to be covered_____

Contingencies to becovered _____ ***(no of vehicles, etc.) Etc.***

1.0 TERMS OF REFERENCE FOR REPAIR AND MAINTENANCE OF KNEC MOTOR VEHICLES

DESCRIPTION OF SERVICES

1.1. The objective of this contract is to ensure that the Motor Vehicles belonging to KNEC are properly maintained and in good working condition all the times;

1.2. The scope for each vehicle, the service will include changing engine, diff and Gearbox oils, greasing all moving parts, changing oil filters, fuel filters, cleaning the engines, checking and making good wheel alignments, balancing wheels, changing plugs or servicing injectors etc.

1.3. The scope shall cover service labour, Replacement of parts as and when necessary and attendance of an emergency nature as may arise from time to time. This may include calls outside the normal working hours. The vendor commits to attend to any emergency call from any of the KNEC premises around Nairobi within Two (2) hours of receiving the call.

1.4. The rates quoted for the service & for parts shall include basic costs, the service provider's profits, overheads, and 16% VAT

1.5 The service shall include replacement of parts as and when necessary. The parts used thereof must be genuine parts of reputable brands with a warranty of at least six months and subject to approval by the client;

1.6 The Kenya National Examination Council has forty two vehicles of varied models as illustrated below;

a) Toyota saloons
b) Nissan saloons
c) Nissan urvans
d) Nissans Double cab
e) Toyota Double cabs
f) Ford ranger double cabs
g) Isuzu both buses and lorries
h) Mitsubishi minitruck

i) Volkswagen saloon

j) Toyota Prado

k) All powered by either petrol or diesel.

2.0. SCOPE OF WORK

- Provision of standard preventive maintenance services and ad-hoc repairs for a fleet of 42 vehicles as detailed and summarized above
- To carry out quality and comprehensive body work repairs, that may include panel beating, body alignment & spray painting of accident vehicles and minor dents. (if part of the service delivery agreed upon)
- Respond to KNEC's service requests in a timely manner. Provide quality control checks to ensure that the mechanical services unit delivers satisfactory services in a prompt and optimal time.
- Quick responses to motor vehicles rescue operations as a result of mechanical breakdowns, towing/recovery services and accident related incidences within and outside the operational area. (if part of the service delivery agreed upon)

2.1 Expected services.

1. **Service A and B**
   - Service A includes inspections, checks, changes of oils and fluids, and the replacement of normal wearing parts due to accumulated time or distance.
   - Service B consists of all tasks of Service A plus the following tasks; Clean fuel tank, Drain and renew oil in hub reduction gears, Drain and renew oil in gearboxes, Drain and renew oil in differentials, Clean and repack front wheel bearings, Tyres and tubes rotation.
2. **Minor repairs**
   - Involves the repair or replacement of specific parts and components that fails or wear out and that can be replaced in a relatively short time and may need some special tools and equipment. Examples are batteries, tires, electrical system components, brake system components starters, and alternators.
3. **Major repairs**
   - Usually includes component or system repair needing more special tools or equipment and typically requiring more time and training. Examples are replacement of large truck tires, suspension repair and alignment, brake system overhaul, hydraulics repairs, and electrical systems, as well as accident repair and heavy bodywork.

4. **Overhaul and rehabilitation** include extensive renewals of power train, chassis, and body systems.
5. **On-road repair** includes mobile road-call response, with on-site repairs or vehicle recovery.
6. **Inspection and handing over**: The final inspection or quality control should be carried out to ensure that repairs are done according to the workshop standards and to the satisfaction of KNEC. KNEC through an authorized person must sign on vehicle hand over form when collecting a vehicle.

2.2 Maintenance Records

1. All vehicle repairs and maintenance must be recorded on a work order/job card and filed accordingly.

2. Every vehicle must have a vehicle file for archiving systematic documents and compiled service records, referring to a detailed job card, specified works carried out, spare parts supplied and all related service and maintenance records for the respective vehicles.

3. Periodic Fleet Maintenance records for each vehicle serviced and maintained routinely to be submitted to KNEC relevantly in a manner mutually acceptable to both parties (Electronically or Manually).

4. Old records and documents can only be destroyed/disposed-off upon, after an agreed duration deemed sufficient by the two parties

Minimum requirements for Maintenance and Repair facility.

1. Location, accessibility and coverage: Availability of purpose-built workshop buildings;

• Preferably, wide operational range with abilities to mitigate risks and challenges related to geography, climate and security.

• Located near main road, with convenient access.

2. Maintenance equipment and tools (Tools and equipment needed for routine maintenance and repairs): A workshop facility will have basic garage equipment, tools and facilities:

• Pit Tools such as; complete sets of spanners, screw drivers, Allan keys set, wrenches, hammers, etc.

• Wheel spanners for various kinds of vehicles,

• compressor unit,

• Auto AC tools

• Normal & heavy-duty lift Jacks and stands,

• Gear box oil (CC) dispenser,

• Inspection trolley;

• Grease dispenser;

• Tyre change tools; Wheel balancing and wheel alignment machines,

• Engine tune- up sets;

• Electrical inspection set; i.e. meters & gauges.

• Working facilities including several covered inspection areas, service bays, washing bays and at least 2 inspection pits, 1 vehicle lift and 1 ramp per workshop.

3. Reliable electrical Installations and water supply; such as generators, solar panels and water supply able to support workshop activities in case of disconnection from public electrical grid or water supply.

4. Enough courtyard: turning space for vehicles entering and leaving, turning and parking, preferably without having to back up.

5. Insurance, Safety and Security: The Maintenance facilities must;

- Be insured against fire,
- Not be liable to flooding and dust problems;
- Be fenced with night-time lighting, CCTV Cameras and security guards.

C. Minimum requirements for Maintenance and Repair management.

1. **Availability of Technical expertise:** (Trained and skilled mechanics that complement experienced, trained and competent maintenance managers, supervisors),
2. **Availability of genuine parts:** Suitable for all makes and models in this document;

- Availability of a designated staff with a good command of English language able to maintain a flow of information (incoming and outgoing), prepare and share monthly vehicle Repair Status reports- specifying completed repairs and vehicles under repair.
- Availability of a mechanism and a designated staff able to maintain Vehicle Maintenance Files for each repaired KNEC vehicle (The file is useful to monitor the frequency and nature of individual vehicle servicing and spare parts consumption trend)
- Personal protective equipment's (PPEs),
- Fire protection and emergency management,
- Provision of electric safety,
- General workshop safety,
- Housekeeping and chemical exposure,
- Manual handling and tool safety

3.0 SCOPE OF THE ROUTINE SERVICES

SERVICE A

1. Drain and refill engine oil
2. Replace oil filter
3. Check and clean air cleaner element
4. Check gear box oil and top up if necessary
5. Check differential oil and top-up if necessary
6. Check battery level and specific gravity – top up if necessary
7. Clean battery terminal
8. Check and adjust tyre pressure including spare tyre
9. Check operation of headlight, parking lights, indicators, hazards and all lights
10. Check operation of power windows, side mirrors and central locking
11. Check operation of blower fan, air conditioning, audio

12. Check operation of instrument cluster and cigarette lighter
13. Check operation of all windows, door locks and lubricate
14. Check operation of all wipers, windscreen washers and horn
15. Fill windscreen washer bottle
16. Check coolant level, radiator condition and V-belts
17. Check operation of all seat slides and adjusters
18. Check condition of brakes
19. Check condition of all tyres
20. Check condition of shock absorbers
21. Check idling revolution per minute (rpm) and adjust as necessary
22. Issue defect report

SERVICE B
(ALL THE ACTIVITIES IN SERVICE A INCLUDING THE FOLLOWING)

1. Replace fuel filter*
2. Replace spark plugs*
3. Replace air cleaner element
4. Drain and refill gear box and differential oils*
5. Inspect for oil and brake fluid leaks
6. Check steering and CV dust covers for damage or leaks
7. Check all brakes including removal of drums and disc pads
8. Cleaning brake linings and disc pads
9. Adjust all brakes
10. Check and top-up steering fluid if necessary
11. Inspect wheel bearing, grease and adjust if necessary
12. Check and adjust wheel alignment
13. Check and adjust ignition timing*
14. Check diesel injector pumps for leaks
15. Check exhaust system
16. Clean engine
17. Road test vehicles
18. Replacement of FR/FL Shock absorbers

* Only to applicable models as per manufacture's specifications

SERVICE C –

SERVICE (ALL THE ACTIVITIES IN A AND B INCLUDING THE FOLLOWING)

1. Supply injector nozzle cleaner (gasoline engines)/ Check Diesel nozzles
2. Drain and refill brake fluid if necessary

3. Drain and refill power steering fluid if necessary
4. Replace wheel bearing grease
5. Check condition of tyres including spare tyre, adjust pressures and rotate tyres
6. Check diagnostic trouble code
7. Check and adjust wheel alignment
8. check and focus headlights
9. Road test vehicle
10. Defect report

SUPERVISION OF WORK

The firm (s) will be contracted under the KNEC's terms and supervised by the Administration Department under the instruction of the Deputy Director GA&FM relevantly, solely for the purpose of delivering the above out puts, within the agreed time frame.

KNEC as the Client, shall provide necessary support to the firm in order to execute the assignment during the duration of the work.

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 KNEC will be requested to authorize items needing replacement by issuing a purchase order.

Repairs required will be identified during routine servicing for which KNEC will be requested to raise a purchase order.

ACCIDENT AND INCIDENTAL REPAIRS

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

1. Provide defect reports before commencement of service.
2. Submit a quotation for approval before commencement of work based on the contract rates.
3. Perform the task as per the quotation and approved LPO/LSO.
4. Issue a monthly statement together with supporting invoices for all the works/ service done during the respective month.
5. Provide a defect report for the motor vehicle after service

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 KNEC will be requested to authorize items needing replacement by issuing a purchase order.

SCHEDULE OF PARTS REPLACEMENT AND OTHER SERVICES – CATALOGUE

Schedule of parts to be replaced are as per the table below. Bidders are expected to quote for the following parts for the vehicle model

No	**Make and Model**	VW Passat	Toyota Corolla	Nissan Sunny	Nissan Tiida	Isuzu Mini-Bus	Isuzu Bus	Nissan D/Cab	T- Land Cruiser	Toyota D/Cab	Nissan Urvan	Isuzu Truck	Toyota Closed Pick Up	Land Rover	Grand Suzuki	Ford Ranger D/Cab	Toyota Prado	Toyota Fortuner	Mistubishi FH
	Number of Vehicles	1	13	1	1	1	2	1	2	1	2	2	1	3	2	2	2	1	2
1	Complete body respray painting,																		
2	Dent removal																		
3	Seats and upholstery repairs(quote per one seat)																		
4	Floor body repairs Front cabin floor repairs																		
5	Rear floor repairs																		
6	Interior side body repairs(quote per one side																		
7	Door covers replacement																		

No	Make and Model	VW Passat	Toyota Corolla	Nissan Sunny	Nissan Tiida	Isuzu Mini-Bus	Isuzu Bus	Nissan D/Cab	T- Land Cruiser	Toyota D/Cab	Nissan Urvan	Isuzu Truck	Toyota Closed Pick Up	Land Rover	Grand Suzuki	Ford Ranger D/Cab	Toyota Prado	Toyota Fortuner	Mistubishi FH
	Number of Vehicles	1	13	1	1	1	2	1	2	1	2	2	1	3	2	2	2	1	2
	(quote per one door																		
8	Interior roof repairs : Front cabin roof repairs																		
9	Rear roof repairs																		
10	Complete Engine Overhaul (Excluding Replacement of Engine block & Cylinder head)																		
11	Comprehensive Top Engine Overhaul (Excluding Cylinder Replacement)																		
12	Comprehensive Bottom Engine Overhaul																		

No	Make and Model	VW Passat	Toyota Corolla	Nissan Sunny	Nissan Tiida	Isuzu Mini-Bus	Isuzu Bus	Nissan D/Cab	T- Land Cruiser	Toyota D/Cab	Nissan Urvan	Isuzu Truck	Toyota Closed Pick Up	Land Rover	Grand Suzuki	Ford Ranger D/Cab	Toyota Prado	Toyota Fortuner	Mistubishi FH
	Number of Vehicles	1	13	1	1	1	2	1	2	1	2	2	1	3	2	2	2	1	2
	(Excluding Engine block & Crank shaft Replacement)																		
13	Cylinder head Replacement (Complete with accessories)																		
14	Gearbox Assembly Replacement																		
15	Replace Timing belt/Chain / gears complete with accessories																		
16	Fitting and replacement of glasses and wind screen: window glass(per one window)																		

No	Make and Model	VW Passat	Toyota Corolla	Nissan Sunny	Nissan Tiida	Isuzu Mini-Bus	Isuzu Bus	Nissan D/Cab	T- Land Cruiser	Toyota D/Cab	Nissan Urvan	Isuzu Truck	Toyota Closed Pick Up	Land Rover	Grand Suzuki	Ford Ranger D/Cab	Toyota Prado	Toyota Fortuner	Mistubishi FH
	Number of Vehicles	1	13	1	1	1	2	1	2	1	2	2	1	3	2	2	2	1	2
17	Rear wind/window shield glass																		
18	Front wind screen																		
19	Brake pads front (set)																		
20	Brake shoes																		
21	Steering dumper																		
22	Shock mounting(set)																		
23	Alternator belt 1pc																		
24	Stabilizer bushes(set)																		
25	Headlamp assembly(set)																		
26	Rear tail lamp assembly(set)																		

No	Make and Model	VW Passat	Toyota Corolla	Nissan Sunny	Nissan Tiida	Isuzu Mini-Bus	Isuzu Bus	Nissan D/Cab	T- Land Cruiser	Toyota D/Cab	Nissan Urvan	Isuzu Truck	Toyota Closed Pick Up	Land Rover	Grand Suzuki	Ford Ranger D/Cab	Toyota Prado	Toyota Fortuner	Mistubishi FH
	Number of Vehicles	1	13	1	1	1	2	1	2	1	2	2	1	3	2	2	2	1	2
27	Headlight bulbs 1pc																		
28	Spring bushes Rear (set)																		
29	Indicator bulbs 1pc																		
30	Reverse light bulbs 1pc																		
31	Tie rod ends (set)																		
32	Gearbox mounting 1pc																		
33	Wiper blade (set)																		
34	Brake discs 1pc																		
35	Brake pads rear(set)																		
36	Clutch plate 1pc																		
37	Pressure plate 1pc																		

No	Make and Model	VW Passat	Toyota Corolla	Nissan Sunny	Nissan Tiida	Isuzu Mini-Bus	Isuzu Bus	Nissan D/Cab	T- Land Cruiser	Toyota D/Cab	Nissan Urvan	Isuzu Truck	Toyota Closed Pick Up	Land Rover	Grand Suzuki	Ford Ranger D/Cab	Toyota Prado	Toyota Fortuner	Mistubishi FH
	Number of Vehicles	1	13	1	1	1	2	1	2	1	2	2	1	3	2	2	2	1	2
38	Release bearing 1pc																		
39	Shock absorbers front(set)																		
40	Shock absorbers rear(set)																		
41	Ball joints (upper)																		
42	Ball joints (lower)																		
43	Timing chain																		
44	Tensioner 1pc																		
45	Lower control arm assembly																		
46	Front wheel bearings(set)																		
47	Rear wheel bearings(set)																		

No	Make and Model	VW Passat	Toyota Corolla	Nissan Sunny	Nissan Tiida	Isuzu Mini-Bus	Isuzu Bus	Nissan D/Cab	T- Land Cruiser	Toyota D/Cab	Nissan Urvan	Isuzu Truck	Toyota Closed Pick Up	Land Rover	Grand Suzuki	Ford Ranger D/Cab	Toyota Prado	Toyota Fortuner	Mistubishi FH
	Number of Vehicles	1	13	1	1	1	2	1	2	1	2	2	1	3	2	2	2	1	2
48	Alloy wheel rims 1pc																		
49	Clutch master cylinder 1pc																		
50	Brake master cylinder 1pc																		
51	Brake booster 1pc																		
52	Clutch slave cylinder 1pc																		
53	Cap, tank reserve 1pc																		
54	Crankshaft oil seal 1pc																		
55	Gearbox seal 1pc																		
56	Exhaust mounting 1pc																		
57	Exhaust pipe assembly 1pc																		
58	Fuse box 1pc																		

No	Make and Model	VW Passat	Toyota Corolla	Nissan Sunny	Nissan Tiida	Isuzu Mini-Bus	Isuzu Bus	Nissan D/Cab	T- Land Cruiser	Toyota D/Cab	Nissan Urvan	Isuzu Truck	Toyota Closed Pick Up	Land Rover	Grand Suzuki	Ford Ranger D/Cab	Toyota Prado	Toyota Fortuner	Mistubishi FH
	Number of Vehicles	1	13	1	1	1	2	1	2	1	2	2	1	3	2	2	2	1	2
59	Alternator assembly 1pc																		
60	Starter motor assembly 1pc																		
61	Steering rack assembly (set)																		
62	Suspension coil springs (set)																		
63	Radiator assembly 1pc																		
64	Radiator cap 1pc																		
65	Radiator hose upper 1pc																		
66	Differential assembly 1pc																		
67	Suspension arms(set)																		
68	U-joints rear 1pc																		

No	Make and Model	VW Passat	Toyota Corolla	Nissan Sunny	Nissan Tiida	Isuzu Mini-Bus	Isuzu Bus	Nissan D/Cab	T- Land Cruiser	Toyota D/Cab	Nissan Urvan	Isuzu Truck	Toyota Closed Pick Up	Land Rover	Grand Suzuki	Ford Ranger D/Cab	Toyota Prado	Toyota Fortuner	Mistubishi FH
	Number of Vehicles	1	13	1	1	1	2	1	2	1	2	2	1	3	2	2	2	1	2
69	Wheel alignment and balancing																		
70	Drive shafts(set)																		
71	Heater plugs(set)																		
72	Spark plugs(set)																		
73	Fog lights (set)																		
74	Temperature gauge 1pc																		
74	Speedometer clock assembly 1pc																		
75	Pedal sensor 1pc																		
76	Throttle sensor assembly 1pc																		
77	Turbo charger assembly 1pc																		

No	Make and Model	VW Passat	Toyota Corolla	Nissan Sunny	Nissan Tiida	Isuzu Mini-Bus	Isuzu Bus	Nissan D/Cab	T- Land Cruiser	Toyota D/Cab	Nissan Urvan	Isuzu Truck	Toyota Closed Pick Up	Land Rover	Grand Suzuki	Ford Ranger D/Cab	Toyota Prado	Toyota Fortuner	Mistubishi FH
	Number of Vehicles	1	13	1	1	1	2	1	2	1	2	2	1	3	2	2	2	1	2
78	Ignition switch 1pc																		
79	Door handles(set)																		
80	Front bumper assembly 1pc																		
81	Rear bumper assembly 1pc																		
82	Air conditioner gas Refilling																		
83	Brake drum 1pc																		
84	Brake disc skimming																		
85	Water pump assembly 1pc																		
86	Wheel stud and nut 1pc																		
87	Oil pump assembly 1pc																		

No	Make and Model	VW Passat	Toyota Corolla	Nissan Sunny	Nissan Tiida	Isuzu Mini-Bus	Isuzu Bus	Nissan D/Cab	T- Land Cruiser	Toyota D/Cab	Nissan Urvan	Isuzu Truck	Toyota Closed Pick Up	Land Rover	Grand Suzuki	Ford Ranger D/Cab	Toyota Prado	Toyota Fortuner	Mistubishi FH
	Number of Vehicles	1	13	1	1	1	2	1	2	1	2	2	1	3	2	2	2	1	2
88	Stabilizer link assembly																		
89	Steering shaft assembly																		
90	Battery 1pc																		
91	Thermostat 1pc																		
92	Fender(wing, mudguard)																		
93	Central locking 1pc																		
94	Side mirror 1pc																		
95	Cooling fan motor																		
96	Cv joint (set)																		
97	Inner and outer drive shaft boots (set)																		

No	Make and Model	VW Passat	Toyota Corolla	Nissan Sunny	Nissan Tiida	Isuzu Mini-Bus	Isuzu Bus	Nissan D/Cab	T- Land Cruiser	Toyota D/Cab	Nissan Urvan	Isuzu Truck	Toyota Closed Pick Up	Land Rover	Grand Suzuki	Ford Ranger D/Cab	Toyota Prado	Toyota Fortuner	Mistubishi FH
	Number of Vehicles	1	13	1	1	1	2	1	2	1	2	2	1	3	2	2	2	1	2
98	Speedometer cable 1pc																		
99	Electrical wiring																		
100	Power steering pump assembly 1pc																		
101	Alternator belt 1pc																		
102	Wheel hub bearing assembly 1pc																		

1. **Labour Rates**
    a. Mechanical, electrical and other related repairs

2. **Body shop repairs**
    a. Complete respraying

3. **Vehicle service**
    a. Minor service
    b. Medium service
    c. Major service

4. **Vehicle Maintenance**
    All vehicle maintenance that shall be diagnosed and defect report prepared

NB:

1. **Should KNEC acquire more vehicles within the contract period, the vehicles will be brought on board on the same terms and conditions.**
2. **All service, repairs and maintenance will commence with a signed Purchase Order issued by the Commission**

1. THE SPECIFICATIONS AND PRICED ACTIVITY SCHEDULES

No	Model/Make	Number of Motor vehicles	Service "A" (Minor)		Service "B" (Medium)		Service "C" (Major)	
			Duration (Hrs)	Unit Cost Per Vehicle per Service (Kes)	Duration (Hrs)	Unit Cost Per Vehicle per Service (Kes)	Duration (Hrs)	Unit Cost Per Vehicle per Service (Kes)
	LOT 1 Make: Volkswagen Vehicles							
1	VW Passat	1						
	LOT 2 Make: Toyota							
1	Toyota Corolla	13						
2	Toyota Pick Up closed	1						
3	Toyota Fortuner	1						
4	Toyota Land Cruiser	2						
5	Toyota Prado	2						
	LOT 3 Make: Nissan Vehicles							

No	Model/Make	Number of Motor vehicles	Service "A" (Minor)		Service "B" (Medium)		Service "C" (Major)	
			Duration (Hrs)	Unit Cost Per Vehicle per Service (Kes)	Duration (Hrs)	Unit Cost Per Vehicle per Service (Kes)	Duration (Hrs)	Unit Cost Per Vehicle per Service (Kes)
1	Nissan Sunny	1						
2	Nissan Tiida	1						
3	Nissan Urvan	2						
4	Nissan Double Cab	1						
	LOT 4 Make: Isuzu							
1	Isuzu Mini-Bus	1						
2	Isuzu Bus	1						
3	Isuzu Truck	1						
	LOT 5 Make: FORD							
1	Ford Ranger D/Cab	2						
	LOT 6 Make: Suzuki							
1	Grand Suzuki	2						
	LOT 7 Make: LAND ROVER							
1	Land Rover Defender	3						
	LOT 8 Make: Mitsubishi Vehicles							
3	Mitsubishi FH	2						
TOTAL UNIT PRICE FOR SERVICE A, B & C								
	NB. **All Service prices shall be inclusive of labour, parts, consumables, lubricants and 16% VAT.** **KNEC shall only accept the use of genuine parts only**							

2 - PRICE SCHEDULE SUMMARY FOR EVALUATION

LOTS	TOTAL UNIT PRICE FOR SERVICE A	TOTAL UNIT PRICE FOR SERVICE B	TOTAL UNIT PRICE FOR SERVICE C	GRAND TOTAL UNIT PRICE FOR SERVICE A, B C
1				
2				
3				
4				
5				
6				
7				
8				
	GRAND TOTAL Carried forward to Form of Tender			

Note:

1. The cost of service quoted should be for comprehensive service that includes replacement of parts and consumables. Bidders are free to quote for one or more than one lot.
2. Prices comparison shall be done based on the unit prices hence bidders are advised to quote in unit prices.
3. Incomplete price schedule shall be rejected
4. The lowest evaluated bidder shall be per Lot and based on the Grand total unit price.

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

Signature of tenderer/Person _____

Date _____

Official Stamp/ Seal _____

PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1.1 Definitions

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

a) "Schedule of Requirements" is the priced and completed list of items of Services to be performed by the Insurance Provider forming part of his Tender;
b) "Completion Date" means the date of completion of the Services by the service Provider as certified by the Procuring Entity
c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause1 of such signed Contract;
d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
e) "Procuring Entity" means the Procuring Entity or party who employs the Insurance Provider
f) "Foreign Currency" means any currency other than the currency of Kenya;
g) "GCC" means these General Conditions of Contract;
h) "Government" means the Government of Kenya;
i) "Local Currency" means Kenya shilling;
j) "Party" means the Procuring Entity or the Insurance Provider, as the case may be, and "Parties" means both of them;
k) "Personnel" means persons hired by the Insurance Provider;
l) "Insurance Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
m) "Insurance Provider's Tender" means the completed Tendering Document submitted by the Insurance Provider to the Procuring Entity
n) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
o) "Services" means the work to be performed by the Insurance Provider pursuant to this Contract, as described in Schedule of Requirements included in the Insurance Provider's Tender.
p) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.

1.2Applicable Law

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

1.3Language

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

1.4Notices

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

1.5Location

The Services shall be performed at such locations as are specified 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.

1.6Authorized Representatives

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

1.7 Inspection and Audit by the PPRA

Pursuant to paragraph 2.2e. of Attachment1 to the General Conditions, the Insurance Provider shall permit and shall cause its subcontractors and sub-consultants to permit, PPRA and/ or persons appointed by PPRA to inspect the Site and/ or the accounts and records relating to the procurement process, selection and/ or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Insurance Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

1.8 Taxes and Duties, e t c

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

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

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

2.2 Duration and Commencement of Services the Commencement date and duration of the insurance cover shall be **specified in the SCC.**

2.3. Modification

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

2.4 Force Majeure

2.4.1 Definition

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

2.4.2 No Breach of Contract

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

2.4.3 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.

2.4.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Insurance Provider shall been titled 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.

2.5. Termination

2.5.1 By the Procuring Entity

The Procuring Entity may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Insurance Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through of this Sub-Clause 2.5.1:

a) If the Insurance 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 Insurance Provider become in solvent or bankrupt;

c) if, as the result of Force Majeure, the Insurance 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 Insurance Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of Attachment1 to the GCC, in competing for or in executing the Contract

2.5.2 By the Insurance Provider

The Insurance 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 2.5.2:

a) If the Procuring Entity fails to pay any monies due to the Insurance 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 Insurance Provider that such payment is overdue; or

b) if, as the result of Force Majeure, the Insurance Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.5.3 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.5.1 or 2.5.2, the Procuring Entity shall make the following payments to the Insurance Provider:

a) remuneration pursuant to Clause 5 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 2.5.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

c) The Insurance provider shall pay or refund to the Procuring Entity any moneys paid but for which no consume rate services were provided.

3. Obligations of the Insurance Provider

3.1 General

The Insurance Provider shall perform the Services in accordance with the terms of the signed Insurance Policy and the Schedule of Requirements, 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 Insurance Provider shall always act, in respect of any matter

relating to this Contract or 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 Insurance Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Insurance Provider pursuant to Clause 6 shall constitute the Insurance Provider's sole remuneration in connection with this Contract or the Services, and the Insurance Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Insurance 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 Insurance Provider and Affiliates Not to be Otherwise Interested in Services other than the insurance Services

The Insurance Provider agree that, during the term of this Contract and after its termination, the Insurance 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 insurance Services and any continuation thereof) for any contingency resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Insurance 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 as signed to them under this Contract;
b) during the term of this Contract, neither the Insurance Provider nor their Subcontractors shall hire public employees in active 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 Insurance 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 Reporting Obligations

The Insurance Provider shall submit to the Procuring Entity there ports and documents specified in Appendix B in the form, in the numbers, and within the periods set for thin the said Appendix.

3.5 Documents Prepared by the Insurance Provider to Be the Property of the Procuring Entity.

All reports, and other documents and software submitted by the Insurance Provider in accordance with Sub- Clause 3.4 shall become and remain the property of the Procuring Entity, and the Insurance 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 Insurance Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC.**

3.6 Liquidated Damages

3.6.1 Payments of Liquidated Damages

The Insurance Provider shall pay liquidated damages to the Procuring Entity at the rate per day

stated in the SCC for each day that the Insurance Provider fails to pay the agreed compensation costs beyond or later the agreed date when such compensation should be made. The date by when the compensation costs should be made is specified in **the SCC**. 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 Insurance Provider. Payment of liquidated damages shall not affect the Insurance Provider's liabilities.

3.6.2 Correction for Over-payment

3.7 Performance Security

The Insurance Provider shall not be required to provide any Performance Security to the Procuring Entity.

3.8 Fraud and Corruption

The Procuring Entity requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Procuring Entity requires the Insurance 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.

4. Insurance Provider's Personnel

TheContractshallnotobligatetheInsuranceProvidertoprovideanyspecificpersonnelforcarryingoutofthe Services.

5. Obligations of the Procuring Entity

5.1 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 Insurance Provider, then the remuneration and reimbursable expenses otherwise payable to the Insurance 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.

6. Payments to the Insurance Provider

6.1 Lump-Sum Remuneration

The Insurance Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum. Except as provided in Sub-Clause 5.1, 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 2.3 and 6.3.

6.2 Contract Price

The price payable is **set forth in the SCC.**

6.3 Terms and Conditions of Payment

Payments will be made to the Insurance Provider according to the payment schedule **stated in the SCC.**

6.4 Interest on Delayed Payments

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

7. Quality Control

The contract shall not have any quality control modalities as this is not envisaged in the industry

8. Settlement of Disputes

8.1 Amicable Settlement

Any party with dispute against the other party shall give notice to the other party, requesting the party to make

Good the matters of the dispute. The Parties shall attempt to settle the dispute amicably. If the dispute cannot be settled amicably, the complaining party should move to commence arbitration after thirty days from the day on which a notice was given, even if no attempt at an amicable settlement has been made.

8.2 Arbitration if the Insurance Provider is a Kenyan firm

8.2.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.1 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.

8.2.2 The arbitrators shall have full power to open up, review all matters relevant to the dispute. Nothing shall disqualify representatives of the Parties from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

8.2.3 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the services.

8.2.4 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon bythe Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

8.2.5 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following institutions the:

i) Law Society of Kenya, or

ii) Chartered Institute of Arbitrators (Kenya Branch), or

iii) Insurance Institute of Kenya, or

iv) The Actuarial Society of Kenya.

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

8.2.7 The award of such Arbitrator shall be final and binding upon the parties.

8.3 Failure to Comply with Arbitrator's Decision

8.3.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other right sit may have, refer the matter to a competent Court of law.

8.4 Arbitration if the Insurance Provider is a foreign firm

8.4.1 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the

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(w)	Project Manager is _____
1.1(e)	The contract name is _____.
1.1(h)	The Procuring Entity is _____
1.1(m)	The Member in Charge is _____
1.1(p)	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 _____.
2.5.3	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Service Provider shall be __% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.
3.2.3	Activities prohibited after termination of this Contract are: _____ _____
3.4	The risks and coverage by insurance shall be: (i) Third Party motor vehicle _____ (ii) Third Party liability _____ (iii) Procuring Entity's liability and workers' compensation _ (iv) Loss or damage to equipment and property _____

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.5(d)	The other actions are _____.]
3.7	Restrictions on the use of documents prepared by the Service Provider 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 be 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 be: _____ _____
6.4	Payments shall be made according to the following schedule: • Advance for Mobilization, Materials and Supplies: ____ percent of the Contract Price shall be 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 be 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:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	A_L is _____ B_L is _____ C_L is _____ L_{mc} and L_{oc} are the index for Labor from _____ I_{mc} and I_{oc} are the index for _____from _____ (b) For foreign currency A_F is _____ B_F is _____ C_F is _____ L_{mc} and L_{oc} are the index for Labor from _____ I_{mc} and I_{oc} are the index for _____from _____
7.1	The principle and modalities of inspection of the Services by the Procuring Entity are as follows: _____ The Defects Liability Period is _____.
9.1	The designated Appointing Authority for a new Adjudicator is _____
9.2	The Adjudicator is _____. Who will be paid a rate of _____per hour of work. The following reimbursable expenses are recognized: _____

BENEFICIAL OWNERSHIP DISCLOSURE FORM

FORM NO. 4 BENEFICIAL OWNERSHIP DISCLOSURE FORM

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. 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 Tenderer by meeting one or more of the following conditions:

- *Directly or indirectly holding 25% or more of the shares.*
- *Directly or in directly holding 25% or more of the voting rights.*
- *Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

Tender Reference No.:_____[*insert identification no*] Name of the Assignment:_____*[insert name of the assignment]*

to:_____*[insert complete name of Procuring Entity]*

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

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

Details of beneficial ownership

Identity of Beneficial Owner	**Directly or indirectly holding 25% or more of the shares (Yes / No)**	**Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)**	**Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)**
[include full name (last, middle, first), nationality, country of residence]			

OR

ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.

OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]"

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]*

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]