



**REPUBLIC OF KENYA  
THE NATIONAL TREASURY  
STATE DEPARTMENT FOR PUBLIC INVESTMENTS AND ASSETS MANAGEMENT  
KENYA PROCUREMENT AND DISPOSAL AGENCY  
(FORMERLY SUPPLIES BRANCH)  
P. O. BOX 30001 - 00100, NAIROBI**

**TENDER DOCUMENT FOR FRAME WORK CONTRACTS**

**FOR**

**SUPPLY AND DELIVERY OF BUILDING MATERIALS AS AND WHEN REQUIRED,  
FOR ONE YEAR.**

**TENDER NUMBER: TNT/KEPDA/004/2026-2027**

**CLOSING DATE: 20<sup>TH</sup> MAY, 2026 AT 10:30 A.M.**



**THE NATIONAL TREASURY**  
**STATE DEPARTMENT FOR PUBLIC INVESTMENTS AND ASSETS MANAGEMENT**  
**KENYA PROCUREMENT AND DISPOSAL AGENCY**  
**(KEPDA - formerly Supplies Branch)**

**INVITATION TO TENDER**

**FRAME WORK CONTRACTS FOR SUPPLY AND DELIVERY OF BUILDING MATERIALS  
AS AND WHEN REQUIRED, FOR ONE YEAR**

1. The **Principal Secretary, The National Treasury and Economic Planning** invites sealed tenders for the **SUPPLY AND DELIVERY OF BUILDING MATERIALS TO MDAs AND STATE CORPORATIONS ON AS AND WHEN REQUIRED BASIS, FOR A PERIOD OF ONE YEAR**  
**TENDER NUMBER: TNT/KEPDA/004/2026-2027**
2. Tendering will be conducted under Open Tendering Method (National) using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours, from the KEPDA Procurement Office on 2<sup>nd</sup> floor, KEPDA, Likoni Road, Industrial Area, Nairobi.
4. A complete set of tender documents may be obtained by interested tenderers electronically from the KEPDA Website [www.treasury.go.ke](http://www.treasury.go.ke). Tender documents obtained electronically will be free of charge.
5. Tender documents may be viewed and downloaded for free from the website [www.treasury.go.ke](http://www.treasury.go.ke). Tenderers who download the tender document must forward their particulars immediately to [kenyaprocdisposalagency@gmail.com](mailto:kenyaprocdisposalagency@gmail.com), for registration.

**And Address it to:**

**The Head of (Kenya Procurement and Disposal Agency) KEPDA,  
Likoni Road, Industrial Area,  
P. O. Box 30007 - 00100, Nairobi**

to facilitate any further clarification or addendum.

6. All Tenders must be accompanied by a **Tender Security of Kshs. 500,000.00**. in the form of banker's cheque to the Head- Kenya Procurement and Disposal Agency (KEPDA) or a guarantee issued by a reputable bank/ Insurance company. The **tender security** shall remain **valid for 240 days** after the date of tender opening.
7. Prices quoted should be net inclusive of all taxes, delivery costs and must be expressed in Kenya Shillings and shall remain valid for **Two Hundred and Ten (210) days** from the closing/opening date of the tender.
8. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
9. Completed tenders must be delivered to the address below on or before **20TH May, 2026 at 10:30 a.m.**  
Electronic Tenders will not be permitted.
10. 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 **Kenya Procurement and Disposal Agency (KEPDA - formerly Supplies Branch), Likoni Road, Industrial Area, Nairobi.**

9. Late tenders will be rejected.

10. The address for Submission / Opening of Tenders:

1) **The National Treasury, State Department for Public Investments and Assets Management, Kenya Procurement and Disposal Agency (KEPDA)**

2) **The Head of Kenya Procurement and Disposal Agency (KEPDA),  
Kenya Procurement and Disposal Agency (KEPDA),  
Likoni Road, Industrial Area,  
P. O. Box 30007 - 00100, Nairobi.**

11. Complete Tender Documents shall be dropped in the tender box located at KEPDA (*formerly Supplies Branch*) Headquarters Likoni Road, Industrial Area, Nairobi Ground Floor reception.

**Head of Procurement/ Kenya Procurement and Disposal Agency (KEPDA)  
FOR: PRINCIPAL SECRETARY**

Signature

Date

# PART 1 - TENDERING PROCEDURES

## SECTION I -INSTRUCTIONS TO TENDERERS

### A. General

#### 1. Scope of Tender

1.1 This tendering document is for the Supply and delivery of BUILDING MATERIALS as and when required for a period of two years, as specified in Section V, Procuring Entity's Requirements. The name, identification and number of this tender are specified in the **TDS**.

#### 2. Throughout this tendering document:

The terms:

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

2.2 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date provided **in the TDS**.

### 3. Fraud and Corruption

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

### 4. Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned entity or institution subject to ITT 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a sub contract or in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.
- 4.2 Public Officers, of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse in which they have a substantial or controlling interest shall not be eligible to tender or be awarded contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or b
  - Receives or has received any direct or indirect subsidy from another Tenderer; or
  - c has the same legal representative as another Tenderer; or
  - d has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
  - e or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Tender; or
  - f or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring

Entity for the Contract implementation; or

g would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2. 1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

h has a close business or family relationship with a professional staff of the Procuring Entity or of the project implementing agency, who:

- i. are directly or in directly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or
- ii. Would be involved in the implementation or supervision of such contract unless the conflicts teeming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.

4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member may participate as a sub-contractor in more than one Tender.

4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4 .9.

4.6 A Tenderer that has been sanctioned by PPRA or are under a temporary suspension or a debarment imposed by any other entity of the Government of Kenya shall be ineligible to be pre-qualified for, initially selected for, tender for, propose for, or be awarded a contract during such period of sanctioning. The list of debarred firms and individuals is available at the PPRA Website [www.ppra.go.ke](http://www.ppra.go.ke)

4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they: (i) are legally and financially autonomous; (ii) operate under Commercial law; and (iii) are not under supervision of the Procuring Entity.

4.8 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council take under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person or entity in that country.

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

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

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

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

- 4.13 A Tenderer may be considered ineligible if he/she offers goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.
- 4.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate is sued by the Kenya Revenue Authority.

## **5 Qualification of the Tenderer**

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

## **B. Contents of Tendering Document**

### **6 Sections of Tendering Document**

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

#### **PART 1: Tendering Procedures**

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

#### **PART 2: Procuring Entity's Requirements**

- v) Section V-Procuring Entity's Requirements

#### **PART 3: Contract**

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

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

### **1. Site Visit**

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

### **8 Pre-Tender Meeting**

- 8.1 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender site visit will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the

works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

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

## **9 Clarification of Tender Documents**

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

## **10 Amendment of Tender Documents**

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

## **C. Preparation of Tenders**

### **11 Cost of Tendering**

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

### **12 Language of Tender**

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

### **13 Documents Comprising the Tender**

13.1 The Tender shall comprise the following:

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

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

13.2 In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

13.3 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

#### **14 Form of Tender and Activity Schedule**

14.1 The Form of Tender and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 22.3. All blank spaces shall be filled in with the information requested.

14.2 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

#### **15 Alternative Tenders**

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

15.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the TDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.

15.3 When specified **in the TDS**, Tenderers are reemitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the TDS**, as will the method for their evaluating, and described in Section VII, Procuring Entity's Requirements.

#### **16. Tender Prices and Discounts**

16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Activity Schedule (s) shall conform to the requirements specified below.

16.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).

16.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Tenderer.

- 16.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender in accordance with ITT 16.1.
- 16.5 The Tenderer shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Procuring Entity's Requirements. Items for which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 16.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.
- 16.7 If provided for **in the TDS**, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and / or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 16.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Tenderer in the form of Appendices D and E to the Contract.

### **17 Currencies of Tender and Payment**

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

### **18 Documents Establishing Conformity of Services**

- 18.1 To establish the conformity of the Non-Consulting Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Procuring Entity's Requirements.
- 18.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Procuring Entity's Requirements.
- 18.3 Tender to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers, qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement processor contract management.
- 18.4 The purpose of the information described in ITT 18.3 above, overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 18.4 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT18.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 18.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

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

## **19 Documents Establishing the Eligibility and Qualifications of the Tenderer**

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

## **20 Period of Validity of Tenders**

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

## **21 Tender Security**

- 21.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.
- 21.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

- 21.3 If a Tender Security is specified pursuant to ITT 21.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:
- i) cash;
  - ii) a bank guarantee;
  - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
  - iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,
- 21.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.
- 21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.
- 21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- a. If a Tenderer withdraws Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension there to provide by the Tenderer; or
  - b. if the successful Tenderer fails to:
  - c. sign the Contract in accordance with ITT 46; or
  - d. Furnish a performance security in accordance with ITT 47.
- 21.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debar the Tenderer from participating in public procurement as provided in the law.
- 21.9 The Tender Security or Tender-Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender security or Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 13.2.
- 21.10A tenderer shall not issue a tender security to guarantee itself.

## **22 Format and Signing of Tender**

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

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

## **D. Submission and Opening of Tenders**

### **23 Sealing and Marking of Tenders**

23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

- a. in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT13; and
- b. in an envelope or package or container marked "COPIES", all required copies of the Tender; and
- c. if alternative Tenders are permitted in accordance with ITT15, and if relevant:
  - i. in an envelope or package or container marked "ORIGINAL-ALTERNATIVE TENDER", the alternative Tender; and
  - ii. in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

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

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

### **24 Deadline for Submission of Tenders**

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

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

### **25 Late Tenders**

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

### **26 Withdrawal, Substitution and Modification of Tenders**

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

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

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

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

## **27 Tender Opening**

27.1 Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. 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**.

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

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

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

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

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

27.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT25.1).

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

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

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

c) any alternative Tenders;

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

e) Number of pages of each tender document submitted

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

## **E. Evaluation and Comparison of Tenders**

### **28 Confidentiality**

28.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 42.

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

28.3 Notwithstanding ITT 28.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

## **29 Clarification of Tenders**

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

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

## **30 Deviations, Reservations, and Omissions**

30.1 During the evaluation of Tenders, the following definitions apply:

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

## **31 Determination of Responsiveness**

31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.

31.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) If accepted, would:
  - i. affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or
  - ii. limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

31.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 18 and ITT 19, in particular, to confirm that all requirements of Section VII, Procuring Entity's Requirements have been met without any material deviation or reservation, or omission.

31.4 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

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

31.6 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities or omissions in the Tender related to documentation requirements. Requesting information or

documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

31.7 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**.

### **32 Arithmetical Errors**

32.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

32.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive .and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail

32.3 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

### **33 Conversion to Single Currency**

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

### **34 Margin of Preference and Reservations**

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

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

### **35 Evaluation of Tenders**

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

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

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

- a) Price adjustment due to discounts offered in accordance with ITT 16.4;
- b) price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3;
- c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT33; and
- d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period

of execution of the Contract, shall not be considered in Tender evaluation.

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

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

### **36 Comparison of Tenders**

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

### **37 Abnormally Low Tenders and Abnormally High**

#### **Tenders Abnormally Low Tenders**

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

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

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

#### **Abnormally High Tenders**

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

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

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

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

### **38 Unbalanced and/or Front-Loaded Tenders**

38.1 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, the Procuring Entity may require the Tenderer to provide written

clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.

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

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

### **39 Qualification of the Tenderer**

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

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

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

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

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

## **F. Award of Contract**

### **43 Award Criteria**

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

### **42 Notice of Intention to enter in to a Contract**

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

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

### **43 Stand still Period**

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

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

#### **44 Debriefing by the Procuring Entity**

44.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 42, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

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

#### **45 Letter of Award**

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 43.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

#### **46 Signing of Contract**

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

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

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

#### **47 Performance Security**

47.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.

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

#### **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 Adjudicator**

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

## 50 Procurement Related Complaint

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

### SECTION II - TENDER DATA SHEET (TDS)

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

ITT Reference	A. General
ITT 1.1	<p>The reference number of the Invitation for Tenders is: <b>TENDER NUMBER: TNT/KEPDA/004/2026-2027</b></p> <p>The Procuring Entity is: <b>STATE DEPARTMENT FOR PUBLIC INVESTMENTS AND ASSETS MANAGEMNET -Kenya Procurement and Disposal Agency (KEPDA)</b></p> <p>The name of the Contract is: <b>SUPPLY AND DELIVERY OF BUILDING MATERIALS AS AND WHEN REQUIRED BASIS, FOR ONE YEAR</b></p> <p>The number and identification of lots (contracts) comprising this Invitation for Tenders is: <b>N/A</b></p>
ITT 2.3	The Information made available on competing firms is as follows: <b>N/A</b>
ITT 2.4	The firms that provided consulting services for the contract being tendered for are: <b>N/A</b>
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: <b>N/A</b>
ITT3.7	A list of debarred firms and individuals is available on the PPRA's website: <a href="http://www.ppra.go.ke">www.ppra.go.ke</a>
ITT 3.11	Tenderers shall be required to be to be registered with <b>N/A</b>
	<b>B. Contents of Tendering Document</b>
ITT 6.1	<p>(a) Address where to send enquiries is:  <b>Email: <a href="mailto:kenyaprocdisposalagency@gmail.com">kenyaprocdisposalagency@gmail.com</a></b></p> <p><b>Addressed to: The Head of Kenya Procurement and Disposal Agency (KEPDA),            Likoni Road, Industrial Area,            P. O. Box 30007-00100, Nairobi</b></p> <p>to reach the Procuring Entity not later than <b>3 days before submission</b>. (b) The Procuring Entity publish its response at the website <a href="http://www.treasury.go.ke">www.treasury.go.ke</a></p>
	<b>C. Preparation of Tenders</b>

<b>ITT 13.5</b>	The prices quoted by the Tenderer <b>shall not</b> be subject to adjustment during the performance of the Contract.
<b>ITT 13.8 (a) (i) and (iii)</b>	Place of final destination: <b>Point of use or as advised by End User Procuring Entity</b>
<b>ITT 13.8 (a) (iii)</b>	Final Destination (Project Site): <b>Point of use or as advised by End User Procuring Entity</b>

<b>ITT 13.8 (b) (i)</b>	Named place of destination, in Kenya is <b>Point of use or as advised by End User Procuring Entity</b>
<b>13.8 (c) (iv)</b>	The place of final destination is <b>Point of use or as advised by Procuring Entity</b>
<b>ITT 14.2</b>	Foreign currency requirements <b>not allowed</b> .
<b>ITT 15.4</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): N/A
<b>ITT 16.2 (a)</b>	Manufacturer's authorization is: <b>Not Required</b>
<b>ITT 16.2 (b)</b>	After sales service is: <b>Not Required</b>
<b>ITT 17.1</b>	The Tender validity period shall be <b>210</b> days.
<b>ITT 18.1</b>	<i>A Tender Security</i> <b>Shall be</b> required.  Tender Security shall be required and the amount and currency of the Tender Security shall be <b>Kshs. 500,000.00</b>
<b>ITT 19.1</b>	In addition to the original of the Tender, the number of copies is: <b>One (1) copy</b>
<b>ITT 19.3</b>	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <b>POWER OF ATTORNEY</b> <i>[insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Tender].</i>
	<b>D. Submission and Opening of Tenders</b>
<b>ITT 20.3</b>	A tender document that cannot fit in the tender box shall be received as follows: <b>Physically and recorded in a register in the office of the Head of Supply Chain Management Services on 2<sup>nd</sup> Floor, Rm No. 205.</b>

<p><b>ITT 21.1</b></p>	<p>For <b><u>Tender submission purposes</u></b> only, the Procuring Entity's address is:</p> <p>Attention: <b>The Head of Kenya Procurement and Disposal Agency (KEPDA)</b>, Postal Address: <b>P. O. Box 30007-00100, Nairobi, Kenya</b>  Physical Address: <b>KEPDA, Likoni Road, Industrial Area</b>  Telephone: +254 (0) 20 2140020/ +254 (0) 20 2150020</p> <p>Electronic mail address: <a href="mailto:kenyaprocdisposalagency@gmail.com">kenyaprocdisposalagency@gmail.com</a></p> <p><b>The deadline for Tender submission is:</b>  Date: <b>20<sup>th</sup> May, 2026</b> Time: <b>10:30 a.m.</b></p> <p>tenderers <b><i>Shall not</i></b> have the option of submitting their Tenders electronically.</p>
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<p><b>ITT 24.1</b></p>	<p>The Tender opening shall take place at:</p> <p>Attention: <b>The Head of Kenya Procurement and Disposal Agency (KEPDA)</b>, <b>Likoni Road, Industrial Area</b>  Postal Address: <b>P. O. Box 30007 - 00100, Nairobi, Kenya</b>  Physical Address: <b>Kenya Procurement and Disposal Agency (KEPDA), Likoni Road, Industrial Area.</b>  <b>Date: 20<sup>th</sup> May, 2026</b>  <b>Time: 10:30 a.m.</b></p>
<p><b>ITT 24.6</b></p>	<p>The number of representatives of the Procuring Entity to sign is: As per the Tender Opening Committee; whereby, each Tender shall be initialed by all representatives and shall be numbered.</p>
<p><b>E. Evaluation and Comparison of Tenders</b></p>	
<p><b>ITT 33.1</b></p>	<p>The Procuring Entity shall recommend more than one bid as per the provisions of Section 86 (1) and 141 of the Public Procurement Amendment Act, 2022.</p>
<p><b>ITT 32.3</b></p>	<p>A margin of preference and/or reservation "<b><i>shall not</i></b>" apply.</p>
<p><b>ITT 32.5</b></p>	<p>The invitation to tender is extended to the following group that qualify for Reservations  N/A</p>
<p><b>ITT 33.2</b></p>	<p>Price evaluation will be done for; <b>Items quoted for - Supply and Delivery of Building Materials As and When Required, for one Year</b></p>
<p><b>ITT 33.2 (d)</b></p>	<p>Additional evaluation factors are <b>See Evaluation Criteria</b></p>

<p><b>ITT 33.6</b></p>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: N/A</p> <p>(a) Deviation in Delivery schedule: <i>No.</i></p> <p>(b) Deviation in payment schedule: <i>No.</i></p> <p>(c) the cost of major replacement component, mandatory spare parts, and service: N/A (d) the availability in Kenya of spare parts and after-sales services for the equipment offered in the Tender N/A</p> <p>(e) Life cycle costs: the costs during the life of the goods or equipment N/A (f) the performance and productivity of the equipment offered; N/A</p>
	<p><b>F. Award of Contract</b></p>
<p><b>ITT 46.3</b></p>	<p>Performance security if so required shall be in the sum of: <b>as advised by End User Procuring Entity</b></p>

<p><b>ITT 47</b></p>	<p>The procedures for making a Procurement-related Complaint are detailed in the "Notice of Intention to Award the Contract" herein and are also available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a>.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p style="text-align: center;">For the attention: <b>The Head of Kenya Procurement and Disposal Agency (KEPDA)</b>, Title/position: <b>The Head of Kenya Procurement and Disposal Agency (KEPDA)</b> Procuring Entity: <b>Kenya Procurement and Disposal Agency (KEPDA)</b>  <b>Likoni Road, Industrial Area</b>  <b>P. O. Box 30007-00100, Nairobi, Kenya</b></p> <p>Email address: <a href="mailto:kenyaprocdisposalagency@gmail.com">kenyaprocdisposalagency@gmail.com</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of the Tendering Documents; and</li> <li>2. the Procuring Entity's decision to award the contract.</li> </ol>
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## **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 turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year 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 14.3**. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

**1.2** This section contains the criteria that the Procuring Entity shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than those 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.

## 2. Evaluation of Tenders (ITT 33)

### 2.1 Successful Tender or Tenders

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate Tenders. By applying these criteria and methodologies, the Procuring Entity shall determine the successful Tender or Tenders which has/have been determined to: a) be substantially responsive to the tender documents;

b) offer the lowest evaluated cost to the Procuring Entity for all items of Goods to be procured based on either a single Contract or all multiple Contracts combined, as the case may be, in accordance with the ITT 13.6 inviting Tender prices and discounts, and provisions made of the Tender Document for evaluation of tenders and award of contract (s); and

c) be offered by Tenderer or Tenderers that substantially meet the qualification criteria applicable for Contract or combined Contracts for which they are selected.

### 2.2 Evaluation of Tenders

#### ***Preliminary examination for Determination of Responsiveness***

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

	<b>MANDATORY EVALUATION CRITERIA</b>
	<p>The following under- listed documents MUST be submitted in the following order:</p> <ol style="list-style-type: none"><li>1. Certificate of Incorporation or Registration.</li><li>2. CR 12 where applicable produced in the last 6 months.</li><li>3. Power of Attorney of individual authorized to sign documents on behalf of directors. <i>(Not Applicable to a Sole Proprietor firm)</i></li><li>4. Valid Tax Compliance Certificate.</li><li>5. Valid Single Business Permit.</li><li>6. Duly filled, signed and stamped Confidential Business Questionnaire Form - to establish that the bidder is not in any conflict of interest.</li><li>7. Duly filled, signed and stamped Form of Tender.</li><li>8. Duly filled, signed and stamped Certificate of Independent Tender Determination – to declare that the bidder has completed the tender without colluding with other tenderers.</li></ol>

	<p>9. Duly filled, signed and stamped SD 1 and SD 2 forms (attached).</p> <p>10. Duly filled, signed and stamped - Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.</p> <p>11. Fill, Signed and Stamped Commitment to Provide Beneficial Ownership Information form</p> <p>12. Original bid bond of <b>Kshs. 500,000</b> from a reputable bank or a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority addressed to the Head/ Kenya Procurement and Disposal Agency (KEPDA) and to remain in force for a period of <b><u>Two Hundred and Forty (240) days</u></b> from the closing date of the tender.</p> <p>13. Detailed Company profile.</p> <p>14. Bidders must provide evidence of having supplied similar items in the last 3 years by providing copies of orders and / or award letters from the current major clients.</p> <p>15. Submit audited accounts for last 3years to demonstrate the current soundness of the bidder's financial position and its prospective long-term profitability. 16. Submission of detailed bank account information including a reference letter from your bank indicating the lines of credit that can be extended to the bidder including bank overdrafts facilities.</p> <p>17. Original <b>Manufacturers' Brochures</b> containing technical data must accompany all products quoted. Web site down load will not be acceptable unless they are original manufacturer's PDF format.</p> <p>18. All pages of both original and copy of the tender documents submitted <b>MUST</b> be sequentially serialized by the tenderers.</p> <p>19. Registration on Electronic Government Procurement portal(EGP-System)</p> <p><b>N/B: - Full compliance by the tenderers shall be required to proceed to the next stage of evaluation. Failure to provide any of the listed requirements shall lead to disqualification.</b></p>
	<p><b>FINANCIAL EVALUATION CRITERIA</b></p> <p>Bids that meet all preliminary evaluation requirements shall be compared on the basis of unit prices quoted. Prevailing market prices will be used to determine the lowest evaluated bids. The evaluation committee may recommend one or more bids whose prices are within the market rates for award as per section 141 of the Procurement Act 2015.</p>

## PRICE EVALUATION

Consistent with and in addition to the criteria listed in ITT 33.3 and ITT 29.3; and ITT 34 and its subparagraphs the following criteria shall apply:

### *2.2.1 Evaluation of Technical aspects of the Tender*

The Procuring Entity shall evaluate the Technical aspects of the Tender to determine compliance with the Procuring Entity's requirements under Section V 'Schedule of Requirement' and whether the Tenders are substantially responsive to the Technical Specifications and other Requirements.

## **3. MARGIN OF PREFERENCE**

**3.1** If the TDS so specifies, the Procuring Entity will grant a margin of preference of 15% (fifteen percent) to Tenderers offering goods manufactured, mined, extracted, grown, assembled or semi processed in Kenya. Goods assembled or semi-processed in Kenya shall have a local content of not less than 40%.

**3.2** The margin of preference will be applied in accordance with, and subject to, the following provisions: **a)** Tenderers applying for such preference on goods offered shall provide, as part of the data for qualification, such

information, including details of the goods produced in Kenya, so as to determine whether, according to the classification established by the Procuring Entity, a particular category of goods or group of goods qualifies for a margin of preference.

- b) After Tenders have been received and reviewed by the Procuring Entity, goods offered in the responsive Tenders shall be assessed to ascertain they are manufactured, mined, extracted, grown, assembled or semi- processed in Kenya. Responsive tenders shall be classified into the following groups:
- i) **Group A:** Tenders offering goods manufactured in Kenya, for which (a) labour, raw materials, and components from within Kenya account for more than forty (40) percent of the Ex-Works price; and the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of Tender submission date;
  - ii) **Group B:** All other Tenders offering Goods manufactured in Kenya;
  - iii) **Group C:** Tenders offering Goods manufactured outside Kenya that have been already imported or that will be imported.
- c) To facilitate this classification by the Procuring Entity, the Tenderer shall complete whichever version of the Price Schedule furnished in the Tender Documents is appropriate. Incorrect classification may render the Tender non-responsive as no reclassification will be permitted after Tender opening. Tenderers shall provide correct information especially with respect to duties, taxes etc. paid on previously imported Goods and percentage of local labour, materials and components for Goods manufactured in Kenya as any false information which cannot be supported by documentation may render the Tender non-responsive besides other sanctions for providing falsified information.
- d) The Procuring Entity will first review the Tenders to confirm the appropriateness of the Tender group classification to which Tenderers assigned their Tenders in preparing their Tender Forms and Price Schedules.
- e) All evaluated Tenders in each group will then be compared to determine the lowest evaluated Tender of each group. Such lowest evaluated Tenders shall be compared with each other and if as a result of this comparison a Tender from Group A or Group B is the lowest, it shall be selected for the award.
- f) If as a result of the preceding comparison, the lowest evaluated Tender is a Tender from Group C, all Tenders from Group C shall be further compared with the lowest evaluated Tender from Group A after adding to the evaluated price of goods offered in each Tender from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP Tender price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the Tender from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated Tender from Group C shall be selected as per paragraph (e) above.”

#### **4. Post Qualification of Tenderers (ITT 37)**

##### ***a) Experience and Technical Capacity***

The Tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s) using the form provided in Section IV. In case the Tenderer is a JV, experience and demonstrated technical capacity of only the JV shall be taken into account and not of individual members nor their individual experience/capacity will be aggregated unless all members of the JV have been manufacturing and supplying Goods offered in the Tender to the same technology, processing, design, materials, specifications, model number, etc. in all respects such that Goods manufactured have the same functional characteristics, performance parameters, outputs and other guarantees and fully interchangeable which shall be documented along with other required documents demonstrating capacity to the satisfaction of the Procuring Entity in case individual members claim experience. Otherwise, documents evidencing experience and technical capacity shall be in the name of the JV that submitted the Tender. Wherever the Words “Similar Goods” have been used it includes upgrades, latest and improved versions or models of similar specifications and technology. Refer to Form Exp-1 to provide the required information.

#### **4.2 History of non-performing contracts:**

Tenderer (Supplier or/and manufacturer, and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur as a result of the default of the Tenderer, manufacturer or the member of JV as the case may be, in the last *(specify years)*. The required information shall be furnished as per form CON-2].

#### **4.3 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 (i) above assuming that all pending litigation will be resolved

against the Tenderer. Tenderer shall provide information on pending litigations as per Form CON-2.

#### 4.6. 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 on the related Form (CON-2) 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.

#### SECTION IV - TENDERING FORMS

➤ Form of Tender

➤ Tenderer Information Form

➤ Tenderer JV Members Information Form ➤ Price

Schedule: Goods Manufactured In Kenya, ➤ Form of

Tender Security – Demand Guarantee ➤ Form of

Tender Security (Tender Bond) ➤ Form of

Tender-Securing Declaration

➤ Manufacturer's Authorization Form

#### SECTION IV - TENDERING FORMS

### 1. FORM OF TENDER

#### ***INSTRUCTIONS TO TENDERERS***

*i) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*

*ii) All italicized text is to help Tenderer in preparing this form.*

*iii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*

*iv) The Form of Tender shall include the following Forms duly completed and signed by the Tenderer:*

*a) Tenderer's Eligibility-Confidential Business Questionnaire*

*b) Certificate of Independent Tender Determination*

*c) Self-Declaration of the Tenderer*

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

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

**Alternative No.:** *[insert identification No if this is a Tender f or an*

*alternative] To: [insert complete name of Procuring Entity]*

a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT9;

b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT4;

c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT21;

d) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the tendering document of the following: *[insert a brief description of the Non-Consulting Services]*;

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

Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating*

the various amounts and the respective currencies].

Or

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

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

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

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

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

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

i) **One Tender Per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT4.3, other than alternative Tenders submitted in accordance with ITT14;

j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;

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

g) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: [insert complete name of each Recipient, its full address, r gratuity].

Name of Recipient	Address	Reason	

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

a) [Delete if not appropriate, or amend to suit] We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.

l) **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;

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

o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us

or on our behalf engages in any type of Fraud and Corruption.

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

**Instruction to Tenderer**

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

**a) Tenderer's details**

	<input type="text"/>	<input type="text"/>
	<input type="text"/>	
<input type="checkbox"/>	<input type="text"/>	
	<input type="text"/>	
<input type="checkbox"/>	Name of the Tenderer	

	<p>Full Address and Contact Details of the Tenderer.</p>	<div style="border: 1px solid gray; width: 100px; height: 15px; margin-bottom: 5px;"></div>  <p>Country</p> <p>2 City</p> <p>Location</p> <p>4 Building</p> <div style="border: 1px solid gray; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="border: 1px solid gray; width: 100px; height: 15px;"></div>
<input type="checkbox"/>	<div style="border: 1px solid gray; width: 100%; height: 25px;"></div>	
<input type="checkbox"/>	<div style="border: 1px solid gray; width: 100%; height: 40px; display: flex; align-items: center; justify-content: center;">  </div>	
	<div style="border: 1px solid gray; width: 100%; height: 15px;"></div>	
<input type="checkbox"/>	<div style="border: 1px solid gray; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="border: 1px solid gray; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="border: 1px solid gray; width: 100%; height: 15px; margin-bottom: 5px;"></div>	
<input type="checkbox"/>	<div style="border: 1px solid gray; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="border: 1px solid gray; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="border: 1px solid gray; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="border: 1px solid gray; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="border: 1px solid gray; width: 100%; height: 15px;"></div>	

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**General and Specific Details**

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

- Name in full\_Age
- Nationality\_Country of Origin
- Citizenship

© **Partnership**, provide the following details.


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.


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.



**ii) Conflict of interest disclosure**

	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		

	<input type="text"/>	<input type="text"/>	<input type="text"/>
			
			
			
			
			

			
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**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)*

**COMMITMENT TO PROVIDE BENEFICIAL OWNERSHIP INFORMATION**

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

1. THAT I am the Chief Executive Officer/Managing Director/Principal Officer/Director/ Authorized Officer of..... *(Insert name of the Company)* who is a Bidder in respect of **Tender No.....** for ..... *(Insert tender title/description)* advertised by ..... *(Insert name of the Procuring entity)* ( the **Procuring Entity**) and duly authorized and competent to make this statement.

2. THAT I do hereby commit to provide Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form to the procuring entity upon receipt of notification of award in the event we are the successful tenderer in this subject procurement proceeding. I fully understand that failure to furnish the procuring entity with the Beneficial Ownership Information within the period provided for in the letter of award shall invalidate my award and may considered as refusal to enter into a written contract which is punishable under Section 41(1) (e) of the Public Procurement and Asset Disposal Act, 2015.

Name of the Firm/Company.....

Registered Physical Address of the Company.....

Posta Address.....

Telephone No..... Mobile Number .....

Email Address .....

Name of Authorized Signatory.....

Designation .....

Signatory.....

Date.....

Witnessed by .....

Signature of Witness.....

Date.....

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

*This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 4 of the Companies (Beneficial Ownership Information) (Amendment) Regulations, 2022. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

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

**BENEFICIAL OWNERSHIP DISCLOSURE FORM**

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

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

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

**Details of beneficial ownership**

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	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)	directly or indirectly exercises significant influence or control over the tenderer /company (Yes / No)
1.	Full Name		Directly----- ---- % of shares	Directly..... .% of voting rights		
	National identity card number or Passport number		Indirectly----- ---- - % of shares	Indirectly-----% of voting rights		

	Personal Identification Number (where applicable)					
	Nationality					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					

	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	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)	directly or indirectly exercises significant influence or control over the tenderer /company (Yes / No)
2.	Full Name	Directly----- -	Directly..... %		

National identity card number or Passport number		Nationality		Occupation or profession	
		Date of birth [dd/mm/yyyy]			
Personal Identification Number (where applicable)		Postal address		shares % of of voting rights	
		Residential address			
		Telephone number		Indirectly-----% of voting rights	
		Email address			

Indirectly-----  
- % of  
shares

3.						
e.t.c						



**Price Schedule Forms**

*[The tenderer shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Procuring Entity in the Schedule of Requirements.]*

**PRICE SCHEDULE FOR GOODS**

**SUPPLY AND DELIVERY OF BUILDING MATERIALS**

Name of tenderer Tender Number

**TNT/KEPDA/004/2026-2027- SUPPLY AND DELIVERY OF BUILDING MATERIALS**

S/N°	ITEM DESCRIPTION	UNIT OF ISSUE	QUANTITY	BRAND / ORIGIN	UNIT PRICE (KSHS.)
1.	Board, Block, Chip (8'×4'×1'')	SHEET			
2.	Board, Block, Chip (8'×4'×3/4'')	SHEET			
3.	Board, Block, hard (8'×4'×1'')	SHEET			
4.	Board, Block, hard (8'×4'×3/4'')	SHEET			
5.	Board, Block, Soft (8'×4'×1'')	SHEET			
6.	Board, Block, Soft (8'×4'×3/4'')	SHEET			
7.	Glue, Conta, 1 Ltrs	TIN			
8.	Glue, Conta, 5 Ltrs	TIN			
9.	Cover, Ridge, 2½m×28 gauge	NO.			
10.	Cover, Ridge, 2½m×30 gauge	NO.			
11.	Cover, Ridge, 3m×28 gauge	NO.			
12.	Cover, Ridge, 3m×30 gauge	NO.			

13.	Cover, Ridge, 3m×30 gauge	TIN			
14.	Glue, Wood, Professional, 5 Kg	TIN			
15.	Nails, Roofing	KG			
16.	Nails, U, Barded Wire	KG			
17.	Nails, Wire, 2"	KG			

<b>S/N°</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>QUANTITY</b>	<b>BRAND / ORIGIN</b>	<b>UNIT PRICE (KSHS.)</b>
18.	Nails, Wire, 3"	KG			
19.	Nails, wire, 4"	KG			
20.	Nails, Wire, 5"	KG			
21.	Nails, Wire, 6"	KG			
22.	Sheet, Flat 2×1×22 gauge	SHEET			
23.	Sheet, Roofing , 2m (gauge 30)	SHEET			
24.	Sheet, Roofing , 3m (gauge28)	SHEET			
25.	Sheet, Roofing , 3m (gauge30)	SHEET			
26.	Sheet, Roofing ,2½ m (gauge 28)	SHEET			
27.	Sheet, Roofing ,2½ m (gauge 30 )	SHEET			
28.	Sheet, Roofing ,2m (gauge 28)	SHEET			
29.	Sheet, roofing G.C.I., 2.0 mtrs ×28 gauge	SHEET			
30.	Sheet, roofing G.C.I., 2.5 mtrs × 28 gauge	SHEET			
31.	Sheet, roofing G.C.I., 2.5 mtrs × 30 gauge	SHEET			
32.	Sheet, roofing G.C.I., 3 m × 28 gauge	SHEET			
33.	Sheet, roofing G.C.I., 3 m × 30 gauge	SHEET			
34.	Sheet, roofing, IT4, 2½ m × 28 gauge, Assorted Colours	SHEET			
35.	Sheet, roofing, IT4, 2½ m × 30 gauge, Assorted Colours	SHEET			

36.	Sheet, roofing, IT4, 3 m × 28 gauge, Assorted Colours	SHEET			
37.	Sheet, roofing, IT4, 3 m × 30 gauge, Assorted Colours	SHEET			
38.	Sheet, roofing, IT5, 2½ m × 28 gauge, Assorted Colours	SHEET			
39.	Sheet, roofing, IT5, 2½ m × 30 gauge, Assorted Colours	SHEET			
40.	Sheet, roofing, IT5, 3 m × 28 gauge, Assorted Colours	SHEET			
41.	Sheet, roofing, IT5, 3 m × 30 gauge, Assorted Colours	SHEET			
42.	Sheet, roofing, Sand Coated, 16 ½" x 52 ¾" (420mm x 1340mm)	SHEET			

<b>S/N°</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>QUANTITY</b>	<b>BRAND / ORIGIN</b>	<b>UNIT PRICE (KSHS.)</b>
43.	Sheet, roofing, Sand Coated, 14 ½" x 52 ½" (420mm x 1350mm)	SHEET			
44.	Sheet, roofing, Sand Coated, 17" x 52 ¾" (430mm x 1350mm)	SHEET			
45.	Wire, Barbed Galvanized 20 kg 160mtrs 12.5 gauge	NO.			
46.	Wire, Barbed Galvanized 20 kg 200mtrs, 12.5 gauge	ROLL			
47.	Wire, Barbed Galvanized, 610 mtrs, 12.5 gauge	ROLL			
48.	Wire, Steel mesh, 8'×4', 8 Gauge	ROLL			
49.	Wood, 3 Ply, 8'×4'	SHEET			
50.	Wood, 6 Ply, 8'×4'	SHEET			
51.	Wood Preservatives	20 LTR			
52.	Wood Preservatives	5 LTR			
53.	Hack saw Blade (standard)	NO.			
54.	Paving Slabs (600x450x50mm)	NO.			
55.	Paving Slabs (600x 600x50mm)	NO.			

56.	colored paving blocks (50mm,60mm,80mm)	NO			
57.	Cement (42.5) 50kg Bag	BAG			
58.	Cement,50kgs	BAG			
59.	Steel metal pipe Culvert,600mm	NO.			
60.	Steel metal pipe Culvert,900mm	NO.			
61.	Steel metal pipe Culvert,1200mm	NO.			
62.	Steel metal pipe Culvert,1500mm	NO.			
63.	Steel metal pipe Culvert,1800mm	NO.			
64.	Steel metal pipe Culvert,2500mm	NO.			
65.	Reinforced Concrete pipe,1200mm diameter	NO.			
66.	Reinforced Concrete pipe,900mm diameter	NO.			
67.	Reinforced Concrete pipe,600mm diameter	NO.			

<b>S/N°</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>QUANTITY</b>	<b>BRAND / ORIGIN</b>	<b>UNIT PRICE (KSHS.)</b>
68.	Reinforced Concrete pipe,450mm diameter	NO.			
69.	Reinforced Concrete pipe,300mm diameter	NO.			
70.	¼” Ballast	TON			
71.	½” Ballast	TON			
72.	¾ “ Ballast	TON			
73.	3/8” Ballast	TON			
74.	BRC (A142)	NO.			
75.	Hardcore	TON			
76.	Murram	TON			
77.	Colas K-160 (200 Kg Drums)	DRUM			

78.	K1-60 Bitumen	DRUM			
79.	Bridge Expansion Joint	NO.			
80.	Hot Applied Rubberized Asphalt Waterproofing Membrane	NO.			
81.	Loop Detector Sealant	NO.			
82.	Hot Applied Colorized Sealant	NO.			
83.	Anti-Vanolal Surfacing Concrete QC6	NO.			
84.	Cold Joint Sealer and Track Coat Spray SCJ	NO.			
85.	Fast Set Repair Strength Concrete QC10	NO.			
86.	Rapid Hardening Post Fix Concrete	NO.			
87.	High Flow Precision Grout HF	NO.			
88.	Flowable Fast Set Rapid Strenght Concrete QC10F	NO.			
89.	Cationic Stable Grade 60%-CSS 60	KG			
90.	Anionic Stabilisation Grade 60%-SS 60	KG			
91.	Colprime E	KG			
92.	MSP 1	KG			

<b>S/N°</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>QUANTITY</b>	<b>BRAND / ORIGIN</b>	<b>UNIT PRICE (KSHS.)</b>
93.	MC 30	Kg			
94.	Anionic Stabilisation Grade 60%-SS 60	KG			
95.	Anionic Stable Grade 60%-SS 60	Kg			
96.	Coltack L	Kg			
97.	Coltack HL	Kg			
98.	Cationic Spray Grade 60%-CRS 60	Kg			
99.	Cationic Spray Grade 65%-CRS 65	Kg			
100.	Anionic Stable Grade 60%-SS 60	Kg			

101.	Anionic Stabilisation Grade 60%-SS 60	Kg			
102.	RMB 3-S-E1	Kg			
103.	Colflex S-S-E1/S-E2	Kg			
104.	Colrub S-S-R1	Kg			
105.	Gravseal	Kg			
106.	70/100 Penetration Grade Bitumen 70/100	Kg			
107.	Cationic Spray Grade 60%-CRS 60	Kg			
108.	Cationic Spray Grade 65%-CRS 65	Kg			
109.	Cationic Spray Grade 70%-CRS 70	Kg			
110.	Rubspray 65/3-SC-E1	Kg			
111.	Rubspray 65/5-SC-E2	Kg			
112.	Rubspray 70/3-SC-E1	Kg			
113.	Rubspray 70/5-SC-E2	Kg			
114.	Colflex A-A-E1/A-E2	Kg			
115.	Colwax-A-H2	Kg			
116.	Colrub A-A-R1	Kg			
117.	Polymod M-A-P1	Kg			

<b>S/N°</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>QUANTITY</b>	<b>BRAND / ORIGIN</b>	<b>UNIT PRICE (KSHS.)</b>
118.	50/70 Penetration Grade Bitumen-50/70	Kg			
119.	BituPatch (25 Kg Bag)	Kg			
120.	ColGrave PreMix	Kg			
121.	Colpave-AC-E1	Kg			
122.	Colrut-AC-E2	Kg			
123.	Colmat L-AC-E1	Kg			
124.	Anionic Stable Grade 60% + 3% Latex SS 60/3	Kg			

125.	Cationic Stable Grade 60%-CSS 60	Kg			
126.	Anionic Stable Grade 60%-SS 60	Kg			
127.	3M Type Petroleum Sorbent Pillow 5''x 14''x 25''	NO.			
128.	3M Type Petroleum Sorbent High Capacity 38''x72'' Roll	ROLL.			
129.	3M Type Maintenance Sorbent High Capacity 15''x75'' Roll	ROLL.			
130.	3M Type Petroleum Sorbent Pad 17''x19''	NO.			
131.	<b>Wheel Barrows</b> - Height 510mm - Tray 630mmX815mm - Handle ends 1220mm to wheel axle - wheel axle to front end of chassis 220mm - Tray thickness 0.8mm - Axle diameter 16mm - Legs width 40mm - Thickness 4mm - Diameter wheel 310mm - Brace width 27mm - Main pipe 32mmdiameter X 1.5mm - Plastic grip 100mmlength - Capacity 60 litres	NO.			
132.	Quarry Stones	NO.			
133.	River Sand	TON			
134.	Rock Sand	TON			
135.	Graded Crushed Stone	TON			
136.	Gabion Boxes	NO.			
137.	Cladding Sheets	NO.			
138.	D10 Reinforcement Bars	NO.			

S/N°	ITEM DESCRIPTION	UNIT OF ISSUE	QUANTITY	BRAND / ORIGIN	UNIT PRICE (KSHS.)
139.	Y6 Reinforcement Bars	NO.			
140.	Y8 Reinforcement Bars	NO.			
141.	Y10 Reinforcement Bars	NO.			
142.	Y12 Reinforcement Bars	NO.			

143.	Y20 Reinforcement Bars	NO.			
144.	Gasket Type A-B-C 1310043801A	NO.			
145.	Gasket Type DO-6-DE	NO.			
146.	Socket Bowl 09300089	NO.			
147.	Threaded Socket T25-140	NO.			
148.	Rail Bushing T20	NO.			
149.	Bussola Filettata M12	NO.			
150.	Guiding Rod Size 35-400	NO.			
151.	Collanti Concored ISOBOND PK	NO.			
152.	Porous Pipe	Mtr			
153.	P.V.A. Glue	Ltr.			
154.	P.V.C. Glue	Ltr.			
155.	Hot Melt Glue-Rotary	Kg			
156.	Tesa Print Adhesive	Roll			
157.	Tesa Print Adhesive	Roll			
158.	Tesa Print Adhesive	Roll			
159.	Binding screws 2.5"	Pkt			
160.	Water filter elements for damping system				
161.	Ink Knives	Set			
162.	Photopolymer plates size A2	Pkt			
163.	Lithographic Masking Tapes 1" x 50 m	Roll			

<b>S/N°</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>QUANTITY</b>	<b>BRAND / ORIGIN</b>	<b>UNIT PRICE (KSHS.)</b>
164.	Synthetic tying Tapes 8mm x 500m	Roll			
165.	Binding tapes 3" x 50m (self-adhesive)	Roll			
166.	Binding Tapes 4" x 50 m (self-adhesive)	Roll			

167.	Stitching wire G.24,200m	Roll			
168.	Stitching wire G.18/19, 200m	Roll			
169.	Stitching wire G.20,200m	Roll			
170.	Stitching wire G.18, 200m	Roll			
171.	Stitching wire G.22,200m	Roll			
172.	Adhesive Packaging Tapes 4"x50m	Roll			
173.	Polyplene Straps 1" x 200m	Roll			
174.	Anti-setoff spray powder	Kg.			
175.	Industrial dust coats	No.			
176.	Damper washing brushes	No.			
177.	Self-raising Sponges	No.			
178.	Deleting fluid (positive) 100ml	Bottle			
179.	Shrink wrapper	Roll			
180.	Paper drills 4"	No.			
181.	Paper drills 6"	No.			
182.	Ribbons (assorted)	Roll			
183.	Deleting fluid (negative) 100 ml	Bottle			
184.	Isopropenol alcohol	Ltr.			
185.	Plate cleaner	Ltr.			
186.	Blanket raiser 250ml	Bottle			
187.	Embossing powder (Neutral) Grade I	Kg.			
188.	Embossing powder (Gold) Grade I	Kg			

<b>S/N°</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>QUANTITY</b>	<b>BRAND / ORIGIN</b>	<b>UNIT PRICE (KSHS.)</b>
189.	Embossing powder (Silver) Grade I	Kg.			
190.	Rubber Suckers (assorted)	No.			

191.	Trailing wheels	No.			
192.	Gold Foils (Low density) 6 x 122m	Roll			
193.	Gold Foils (High density) 6 x 122m	Roll			
194.	Silver Foils (High density) 6 x 122m	Roll			
195.	Blocking foils(assorted) 6"x122m	Roll			
196.	Silicon rubber for Guilt edging machine	No.			
197.	Thimbles 00	Pkt			
198.	Thimbles 001	Pkt			
199.	Thimbles 003	Pkt			
200.	Bone folder	No.			
201.	Cutting sticks (assorted)	No.			
202.	Coldset web offset High speed ink (Magenta )	Kg			
203.	Coldset web offset High speed ink (Black)	Kg			
204.	Coldset web offset High speed ink (Yellow)	Kg			
205.	Packing carton boxes sizes (652 x 332 x 204) mm printed on it Republic of Kenya	No.			
206.	Gum Arabic solutions aluminum plates	Ltr			
207.	Gum Arabic solutions thermal plates	Ltr			
208.	Gum Arabic solutions violet plates	Ltr			
209.	Fountain Solutions	Ltr			
210.	Packing Sheets Size 749mm x 520mm	No.			
211.	Roller Wash solution for all machines	Ltr			
212.	Rubber Wash up Blades for Speed master	No.			
213.	Oiled Typan Manilla 1320mm x 0.4mm x 50m	Roll			

<b>S/N°</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>QUANTITY</b>	<b>BRAND / ORIGIN</b>	<b>UNIT PRICE (KSHS.)</b>
214.	Oiled Typan Manilla 1320mm x 0.6mm x 50m	Roll			
215.	Rubber Suckers (Large)	No.			
216.	Rubber Suckers (Small)	No.			
217.	Ink Duct foil	No.			
218.	Duct Insulating Strip	No.			
219.	Protective Film	No.			
220.	Distilled Water	Ltr			
221.	Thermal Plates Size 720x930x0.30mm	No.			
222.	Developer Thermal Plates Size 749x978x0.30mm	Ltr.			
223.	Violet Plates Size 749x978x0.30mm	No.			
224.	Developer Violet Plates Size 749x978x0.30mm	Ltr.			
225.	Thermal Plates Size 610x740x0.30mm	No.			
226.	Developer Thermal Plates Size 610x740x0.30mm	Ltr.			
227.	Violet Plates Size 610x740x0.30mm	No.			
228.	Developer Violet Plates Size 610x740x0.30mm	Ltr.			
229.	Replenisher Violet Plates Size 610x740x0.30mm	Ltr.			
230.	Thermal Plates Size 605x745x0.30mm	No.			
231.	Developer Thermal Plates Size 605x745x0.30mm	Ltr.			
232.	Violet Plates Size 605x745x0.30mm	No.			
233.	Developer Violet Plates Size 605x745x0.30mm	Ltr.			
234.	Replenisher Violet Plates Size 605x745x0.30mm	Ltr.			
235.	Thermal Plates Size 660x800x0.30mm	No.			

236.	Developer Thermal Plates Size 660x880x0.30mm	Ltr.			
237.	Violet Plates Size 660x800x0.30mm	No.			
238.	Developer Violet Plates Size 660x800x0.30mm	Ltr.			

<b>S/N°</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>QUANTITY</b>	<b>BRAND / ORIGIN</b>	<b>UNIT PRICE (KSHS.)</b>
239.	Replenisher Violet Plates Size 660x800x0.30mm	Ltr.			
240.	Thermal Plates Size 508x622x0.15mm	No.			
241.	Developer Violet Plates Size 508x686x0.15mm	Ltr.			
242.	Replenisher Violet Plates Size 508x686x0.15mm	Ltr.			
243.	Thermal Plates Size 508x622x0.15mm	No.			
244.	Thermal Plates Size 508x686x0.15mm	No.			
245.	Developer Thermal Plates Size 508x686x0.15mm	Ltr.			
246.	Violet Plates Size 508x686x0.15mm	No.			
247.	Developer Violet Plates Size 508x686x0.15mm	Ltr.			
248.	Violet Plates Size 441x505x0.30mm	No.			
249.	Developer Violet Plates Size 441x505zx0.30mm	Ltr.			
250.	Replenisher Violet Plates Size 441x505x0.30m	Ltr.			
251.	Thermal Plates Size 405x483x0.15mm	No.			
252.	Developer Thermal Plates Size 405x483x0.15mm	Ltr.			
253.	Violet Plates Size 405x483x0.15mm	No.			
254.	Developer Violet Plates Size 405x483x0.15mm	Ltr.			
255.	Replenisher Violet Plates Size 405x483x0.15mm	Ltr.			

256.	Thermal Plates Size 400x505x0.30mm	No.			
257.	Developer Thermal Plates Size 400x505x0.30mm	Ltr.			
258.	Violet Plates Size 400x505x0.30mm	No.			
259.	Developer for Violet Plates Size 400x505x0.30mm	Ltr.			
260.	Replenisher Violet Plates Size 400x500x0.30mm	Ltr.			
261.	Thermal Plates Size 324x473x0.15mm	No.			
262.	Developer Thermal Plates Size 324x473x0.15mm	Ltr.			
263.	Violet Plates Size 324x473x0.15mm	No.			

<b>S/N°</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>QUANTITY</b>	<b>BRAND / ORIGIN</b>	<b>UNIT PRICE (KSHS.)</b>
264.	Developer Violet Plates Size 324x473x0.15mm	Ltr.			
265.	Thermal Plates Size 415x515x0.15mm	No.			
266.	Developer Thermal Plates Size 415x515x0.15mm	Ltr.			
267.	Violet Plates Size 415x515x0.15mm	No.			
268.	Developer Violet Plates Size 415x515x0.15mm	Ltr.			
269.	Easy Drill Polymer	Can			
270.	Telpolymer HG T	Bag			
271.	Telfoamer 23L	Ltr			
272.	Caustic Soda	Kg.			
273.	Calcium Chloride	Ltr			
274.	Drilling Foam	Ltr			
275.	20" Spiral Welded Steel Pipes	No.			
276.	5" OD Drill Pipe	No.			
277.	5" OD Heavy Weight Drill Pipes	No.			

278.	6½" OD Drill Collar	No.			
279.	8" OD Drill Collar	No.			
280.	Drilling Detergent	Drum			
281.	Metallic Boxes (Black & Blue)	No.			
282.	Incubator	No.			
283.	Curing Bath	No.			
284.	Vibrator	No.			
285.	Polishing Lathe	No.			
286.	Bench Press	No.			
287.	Complete Dental Chair and unit	No.			
288.	Curing Flask	No.			

<b>S/N°</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>QUANTITY</b>	<b>BRAND / ORIGIN</b>	<b>UNIT PRICE (KSHS.)</b>
289.	Model Trimmer	No.			
290.	Crimping Plier	No.			
291.	Micro Motor	No.			
292.	Stadium Seats	No.			
293.	Complete Set of Standard Wheel Clamp with Chain and Padlock	No.			
294.	450mm Diameter Inflatable Leather Culvert Balloon with 5.5Hp Gasoline Air Compressor	No.			
295.	600mm inflatable leather culvert balloon with 6.5HP gasoline air compressor	No.			
296.	900mm inflatable leather culvert balloon with 8.5HP gasoline air compressor	No.			
297.	Consumer Water Meters (DN 15mm)	No.			
298.	Consumer Water Meters (DN 20mm)	No.			
299.	Consumer Water Meters (DN 25mm)	No.			

300.	Consumer Water Meters (DN 32mm)	No.			
301.	Consumer Water Meters (DN 40mm)	No.			
302.	Above Ground Water Meter Boxes	No.			
303.	1000 Litre Water Tank	No.			
304.	1500 Litre Water Tank	No.			
305.	2000 Litre Water Tank	No.			
306.	2300 Litre Water Tank	No.			
307.	2500 Litre Water Tank	No.			
308.	3000 Litre Water Tank	No.			
309.	4000 Litre Water Tank	No.			
310.	5000 Litre Water Tank	No.			
311.	6000 Litre Water Tank	No.			
312.	8000 Litre Water Tank	No.			

<b>S/N°</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>QUANTITY</b>	<b>BRAND / ORIGIN</b>	<b>UNIT PRICE (KSHS.)</b>
313.	10000 Litre Water Tank	No.			
314.	16000 Litre Water Tank	No.			
315.	20000 Litre Water Tank	No.			
316.	24000 Litre Water Tank	No.			
317.	Silk (sheen) emulsion paint for interior use - Specification	LTR			
318.	Matt emulsion paint for interior and exterior use -Specification	LTR			
319.	Specification for super-gloss solvent borne paints for interior and exterior use	LTR			
320.	Solvent-based universal undercoat – Specification	LTR			
321.	Water-based universal undercoat – Specification	LTR			
322.	Matt solvent-borne paint for interior and exterior use -Specification	LTR			

323.	Auto-refinishing paint – Specification Part 1: Synthetic resin based -Specification	LTR			
324.	Auto-refinishing paint-Specification-Part 2:Nitrocellulose resin based	LTR			

Name of tenderer.....

Signature of tenderer..... Date.....

Company Stamp/Seal.....

**FORM OF TENDER SECURITY - DEMAND BANK GUARANTEE**

**Beneficiary:**

**ITT No:**

**Date:**

**TENDER GUARANTEE No.:**

**Guarantor:**

1. We have been informed that\_(hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of under Request for Tenders No. ("the ITT").
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 thereto 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) 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.

*[signature(s)]*

**FORM OF TENDER SECURITY (TENDER BOND)**

*[The Surety shall fill in this Tender Bond Form in accordance with the instructions indicated.]* BOND

NO.

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

2. WHEREAS the Principal has submitted or will submit a written Tender to the Procuring Entity dated the day of, 20, for the supply of *[name of Contract]* (hereinafter called the “Tender”).

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

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

4. The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 30 days after the date of expiration of the Tender Validity Period set forth in the Principal's Letter of Tender or any extension thereto provided by the Principal.

5. IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this day of 20 .

Principal: Corporate Seal (where appropriate) Surety:

*(Signature) (Signature) (Printed name and title) (Printed name and title)*

<sup>1</sup>The amount of the Bond shall be denominated in the currency Kenya shillings or the equivalent amount in a freely convertible currency.

**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.

**MANUFACTURER'S AUTHORIZATION FORM**

*[The tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The tenderer shall include it in its Tender, if so indicated in the TDS.]*

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

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

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

To:.....[insert complete name of Procuring  
Entity] WHEREAS

We..... [insert complete name of Manufacturer], who are official manufacturers  
of.....[insert type of goods manufactured], having factories at [insert full address of  
Manufacturer's factories], do hereby authorize [insert complete name of tenderer] to submit a Tender the  
purpose of which is to provide the following Goods, manufactured by us..... [insert name and or  
brief description of the Goods], and to subsequently negotiate and sign the Contract. We hereby extend our  
full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with  
respect to the Goods offered by the above firm.

Signed:.....[insert signature(s) of authorized representative(s) of the Manufacturer]

Name:.....[insert complete name(s) of authorized representative(s) of the Manufacturer]

Title:.....[insert title]

Dated on day of , [insert date of signing]

## **PART 2: SUPPLY REQUIREMENTS**

### **Section V - Schedule of Requirements**

#### ***Notes for Preparing the Schedule of Requirements***

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 goods and services to be supplied and the delivery schedule. The objective of the Schedule of Requirements is to provide sufficient information to enable tenderers to prepare their Tenders efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the 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 pursuant to ITT 42.1.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to tenderers pursuant to the *Incoterms* rules that “delivery” takes place when goods are delivered **to the final place of delivery**, and (b) the date prescribed herein from which the Procuring Entity's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

## 1. Technical Specifications

1.1 The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Procuring Entity. The Procuring Entity shall prepare the detailed TS consider that:

i) The TS constitute the benchmarks against which the Procuring Entity will verify the technical responsiveness of Tenders and subsequently evaluate the Tenders. Therefore, well-defined TS will facilitate preparation of responsive Tenders by tenderers, as well as examination, evaluation, and comparison of the Tenders by the Procuring Entity.

ii) The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.

iii) The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.

iv) The PPRA encourages the use of metric units.

v) Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.

vi) Standards for equipment, materials, and workmanship specified in the Tendering document shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.” When other particular standards or codes of practice are referred to in the TS, whether from the Procuring Entity's or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.

vii) Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words “or at least equivalent” shall always follow such references.

viii) Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:

a) Standards of materials and workmanship required for the production and manufacturing of the Goods.

b) Any sustainable procurement technical requirements shall be clearly specified.

1.2 To encourage tenderers' innovation in addressing sustainable procurement requirements, as long as the Tender evaluation criteria specify the mechanism for monetary adjustments for the purpose of Tender comparisons, tenderers may be invited to offer Goods that exceeds the specified minimum sustainable procurement requirements.

i) Detailed tests required (type and number).

ii) Other additional work and/or Related Services required to achieve full delivery/completion. iii) Detailed activities to be performed by the Supplier, and participation of the Procuring Entity thereon.

iv) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.

1.3 The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Procuring Entity shall include an additional ad-hoc Tendering form (to be an Attachment to the Letter of Tender), where the tenderer shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.

1.4 When the Procuring Entity requests that the tenderer provides in its Tender a part or all of the Technical Specifications, technical schedules, or other technical information, the Procuring Entity shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the tenderer in its Tender.

1.5 If a summary of the Technical Specifications(TS) has to be provided, the Procuring Entity shall insert information in the table below. The tenderer shall prepare a similar table to justify compliance with the requirements.

**Summary of Technical Specifications:** The Goods and Related Services shall comply with following Technical Specifications and Standards:


### Detailed Technical Specifications and Standards

## TECHNICAL SPECIFICATIONS PARTICULARS

Tenderer's Signature Official stamp.  Date: 

## TECHNICAL EVALUATION CRITERIA



1. In this stage, specifications of ..... offered by the bidders will be examined and compared with the requirement's specifications provided.

2. Full compliance will be required in this stage and bidder will proceed to the next stage of evaluation.

3. Minor technical deviations may be accommodated.

4. Major technical deviations however, will lead to disqualification and tenderer will not proceed to financial evaluation.
5. Bidders will be required to use the forms below to make their response. The response should be comprehensive and manufacturer's brochures highlighted as appropriate.

## SCHEDULE OF REQUIREMENTS

Tenderer's Signature Official stamp.  Date: 

### 2. Drawings

This Tendering document includes.... **no** drawings.

### 3. Inspections and Tests

The following inspections and tests shall be performed: **As per Technical / Evaluation Criteria**  
**ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying Letter of Tender to the

\_\_\_\_\_ [*Name of Procuring Entity*] for: \_\_\_\_\_ [*Name and number of tender*] in response to the request for

tenders made by: [*Name of Tenderer*] do hereby make the following statements that I certify to be true and complete in every respect:

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) Has been requested to submit a Tender in response to this request for tenders;
  - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
  - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

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

- a) prices;
- b) methods, factors or formulas used to calculate prices;
- c) the intention or decision to submit, or not to submit, a tender; or
- d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;

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

8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name\_Title\_Date\_[Name, title and signature of authorized agent of Tenderer and Date]

### iii) SELF-DECLARATION FORMS

#### FORM SD1

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

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

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

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

Bidder Official Stamp

#### FORM SD2

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

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

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

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

Bidder's Official Stamp

## **DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**

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

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

Name of Authorized

signatory.....

Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

**(Company Seal/ Rubber Stamp where applicable)**

Witness

Name.....

Sign.....

Date.....

**iv) APPENDIX 1-FRAUD AND CORRUPTION**

*(Appendix 1 shall not be modified)*

**1. Purpose**

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

**2. Requirements**

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

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

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

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

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

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

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

In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity: a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:

- i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v) "obstructive practice" is:
  - a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - b) acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
  - c) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
 

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
  - c) Rejects a proposal for award of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Act and Regulations;
  - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit

the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup>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.

<sup>1</sup> For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in

A consultancy, and rendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

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

## **2. TENDERER INFORMATION FORM**

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

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

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

Alternative No:..... *[insert identification No if this is a Tender for an alternative] 1.*

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

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

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

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

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

### **6. Tenderer's Authorized Representative Information**

Name: .....*[insert Authorized Representative's name]*

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

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

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

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

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

In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. In

case of state-owned enterprise or institution, in accordance with ITT4.6 documents

establishing:

- i) Legal and financial autonomy
- ii) Operation under commercial law
- iii) Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity

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

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

**OTHER FORMS**

**3. TENDERER'S JV MEMBERS INFORMATION FORM**

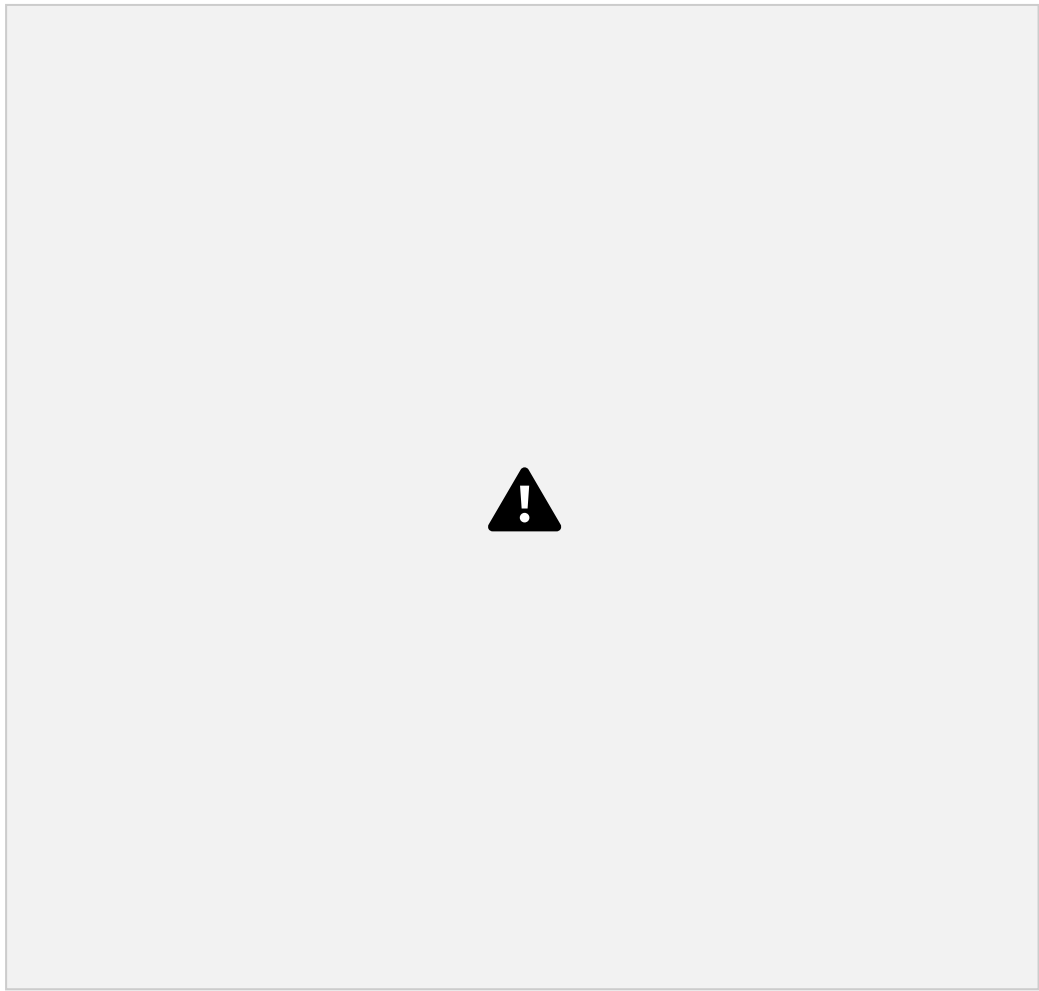
*[The Tenderers shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Tenderer and for each member of a Joint Venture].*

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

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

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

<input type="text"/>
<input type="checkbox"/> <input type="text"/>
<input type="text"/>
<input type="checkbox"/> <input type="text"/>
<input type="text"/>
<input type="text"/>



[Redacted text block]

[Redacted text block]

[Redacted text block]

**4. FORM OF TENDER SECURITY - DEMAND BANK GUARANTEE**

**Beneficiary:**

**Request for Tenders No:**

**Date:**

**TENDER GUARANTEE No.:**

**Guarantor:**

1. We have been informed that (hereinafter called" the Applicant") has submitted or will submit to the Beneficiary

its Tender (herein after 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 there to provide by the Applicant; or
  - b) Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

*[signature(s)]*

## **5. FORM OF TENDER SECURITY (TENDER BOND)**

*[The Surety shall fill in this Tender Bond Form in accordance with the instructions indicated.]*

BOND NO.

1. BY THIS BOND..... *[name of tenderer]* as Principal (herein after called "the Principal"), and..... *[name, legal title, and address of surety]*, **authorized to transact business in**.....*[name of country of Purchaser]*, as Surety (herein after called "the Surety"), are held and firmly bound unto..... *[name of Purchaser]* as Oblige (herein after called "the Purchaser") in the sum of.....*[amount of Bond] [amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Principal has submitted or will submit a written Tender to the Purchaser dated the day of, 20 , for the supply of, *[name of Contract]* (herein after called the "Tender").
3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:
  - 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 there to provide by the Principal; or
  - b) having been notified of the acceptance of its Tender by the Purchaser during the Tender Validity Period or any extension there to provide by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers ("ITT") of the Purchaser's Tendering document.

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

4. The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 30 days after the date of expiration of the Tender Validity Period set forth in the Principal's Letter of Tender or

any extension there to provide by the Principal.

5. IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this\_day of\_20 .

Corporate Seal (where appropriate)  
Surety:

Principal:

*(Signature) (Signature) (Printed name and title) (Printed name and title)*

**TENDER-SECURING DECLARATION FORM**

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

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

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

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

I/We, the undersigned, declare that:

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

Signed:.....

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

Name: ..... Duly

authorized to sign the bid for and on behalf of: .....[insert complete name of

Tenderer] Dated on ..... day of..... [Insert

date of signing]

Seal or stamp



# PART 3

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## CONDITIONS OF CONTRACT AND

## CONTRACT FORMS

### SECTION VI - GENERAL CONDITIONS OF CONTRACT

#### 1. Definitions

In the Conditions of Contract (“these Conditions”), which include Special Conditions, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

- a) “Contract” means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

- b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- d) “Day” means calendar day.
- e) “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- f) “GCC” means the General Conditions of Contract.
- g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.
- h) “Procuring Entity” means the Procuring Entity purchasing the Goods and Related Services, as specified in the SCC.**
- i) “Related Services” means the services incidental to the supply of the goods, such as insurance, delivery, installation, commissioning, training and initial maintenance and other such obligations of the Supplier under the Contract.
- j) “SCC” means the Special Conditions of Contract.
- k) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- l) “Supplier” means the person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.
- m) “**Base Date**” means a date 30 day prior to the submission of tenders.
- n) “**Laws**” means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.
- o) “**Letter of Acceptance**” means the letter of formal acceptance, signed by the contractor. Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.
- p) “**Procuring Entity**” means the Entity named in the Special Conditions of Contract. **2.**

## Interpretation

2.1. If the context so requires it, singular means plural and vice versa.

2.2. Incoterms

- a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.
- b) The terms EXW and CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

## 3. Contract Documents

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. The documents forming the Contract shall be interpreted in the following order of priority:

- a) the Contract Agreement,
- b) the Letter of Acceptance,
- c) the General Conditions of Contract
- d) Special Conditions of Contract
- e) the Form of Tender,
- f) the Specifications and Schedules of the Drawings (if any), and
- g) the Schedules of Requirements, Price Schedule and any other documents forming part of the Contract.

#### **4. Fraud and Corruption**

- 3.1 The supplier shall comply with anti-corruption laws and guidelines and the prevailing sanctions, policies and procedures as set forth in the Laws of Kenya.
- 3.2 The Supplier shall disclose any commissions, gratuity or fees that may have been paid or are to be paid to agents or any other person 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.

#### **4.1 Entire Agreement**

- 4.3.1 The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

#### **4.2 Amendment**

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

#### **4.3 Non-waiver**

- a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### **4.4 Severability**

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

#### **5. Language**

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the **English Language**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate and certified translation of the relevant passages in the **English Language**, in which case, for purposes of interpretation of the Contract, the English language is translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

#### **6. Joint Venture, Consortium or Association**

- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfilment of the provisions of the Contract and shall designate one

member of the joint venture, consortium, or association to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior written consent of the Procuring Entity.

## **7. Eligibility**

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

7.3 The Tenderer, if a Kenyan firm, must submit with its tender a valid tax compliance certificate from the Kenya Revenue Authority.

## **8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of Kenya. 9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in Kenya:

- a) where, as a matter of law, compliance or official regulations, Kenya prohibits commercial relations with that country or any import of goods from that country or any payments to any country, person, or entity in 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 from that country or any payments to any country, person, or entity.

## **10. Settlement of Disputes**

10.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the Contract.