



OPEN NATIONAL TENDER

**FRAMEWORK CONTRACT FOR PROVISION OF EVENT MANAGEMENT AND RELATED SERVICES
DURING CORPORATE AND CONSUMER EDUCATION OUTREACH ACTIVITIES
(RESERVED TO WOMEN OWNED FIRMS)**

TENDER NO: CA/SCM/OT/51/2024-2025

***Director General/CEO
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INVITATION TO TENDER

PROCURING ENTITY:

Communications Authority of Kenya (CA)
CA Centre, Waiyaki Way
P.O. Box 14448 Nairobi 00800
Tel: +254 703-042000
Email: tenders@ca.go.ke

CONTRACT NAME AND DESCRIPTION: FRAMEWORK CONTRACT FOR PROVISION OF EVENT MANAGEMENT AND RELATED SERVICES DURING CORPORATE AND CONSUMER EDUCATION OUTREACH ACTIVITIES

1. The Communications Authority of Kenya (CA) invites sealed tenders for the provision of event management and related services during corporate and consumer education outreach activities.
2. Tendering will be conducted under open competitive 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 between 9:00 am to 4:00 pm, Monday to Friday, excluding Public Holidays, at the CA Centre on Waiyaki Way, Supply Chain Management (SCM) Department, 2nd floor – Wing A at the CA Centre. More details on the Services are provided in **PART 2 - Services' Requirements**, Section V - Description of Services of the Tender Document.
4. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fee of Kshs.1000.00 payable to CA and a receipt obtained from our Accounts office, located in the CA Centre. Tender documents may be obtained electronically from the Website: <https://www.ca.go.ke/open-tenders> or Public Procurement Information Portal (PIIP) supplier portal : <https://tenders.go.ke/OpenTenders>. Tender documents obtained electronically will be free of charge.
5. Tender documents may be viewed and downloaded for free from the website: <https://www.ca.go.ke/open-tenders> or Public Procurement Information Portal (PIIP) supplier portal : <https://tenders.go.ke/OpenTenders>. Tenderers who download the tender document must forward their particulars immediately to tenders@ca.go.ke to facilitate any further clarification or addendum.
6. All Tenders must be accompanied by a Tender-Securing Declaration form in the format provided in the tender document.
7. The Tenderer shall chronologically serialize all pages of the tender documents submitted. (*E.g in a sequence such as 1, 2, 3.*)
8. Completed tenders in a plain sealed envelope marked **Framework contract for provision of event management and related services during corporate and consumer education outreach activities-CA/SCM/OT/51/2024-2025** must be delivered to the address below on or before **June 11th 2025**. Electronic Tenders will not be permitted.
9. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
9. Late tenders will be rejected.
10. The addresses referred to above are:

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

Director / Supply Chain Management
Communications Authority of Kenya
Telephone number: 0703042000/310
Email Address: tenders@ca.go.ke
Postal Address: P.O. Box 14448 Nairobi – 00800
Physical Address: CA Centre, Waiyaki Way, 2nd Floor, Wing A

B. Address for Submission of Tenders.

Director / Supply Chain Management
Communications Authority of Kenya
Tender Box located at CA Centre, Waiyaki Way, Ground Floor, at the Atrium Area.
Bulky tenders shall be registered at the Authority's Supply Chain Management Department on 2nd floor- Wing A and an acknowledgement slip issued.

C. Address for Opening of Tenders.

Communications Authority of Kenya
CA Centre, Waiyaki Way, Ground Floor, at the Atrium Area
Tenders will be opened, in the presence of the tenderers representatives who choose to attend



Peter N. Mwangi
Director /Supply Chain Management
Email : tenders@ca.go.ke

PART 1 - TENDERING PROCEDURES

SECTION I -INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

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

2. Throughout this tendering document:

2.1 The terms:

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

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

3. Fraud and Corruption

- 3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015 (the Act), Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

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

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

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

4 Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned entity or institution subject to ITT 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a sub contract or in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the TDS.
- 4.2 Public Officers, of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse in which they have a substantial or controlling interest shall not be eligible to tender or be awarded contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b Receives or has received any direct or indirect subsidy from another Tenderer; or
 - c has the same legal representative as another Tenderer; or
 - d has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
 - e or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Tender; or
 - f or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
 - g would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2. 1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - h has a close business or family relationship with a professional staff of the Procuring Entity or of the project implementing agency, who:
 - i. are directly or in directly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or
 - ii. Would be involved in the implementation or supervision of such contract unless the conflicts teeming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.
- 4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member may participate as a sub-contractor in more than one Tender.
- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4 .9.
- 4.6 A Tenderer that has been sanctioned by PPRA or are under a temporary suspension or a debarment imposed by any other entity of the Government of Kenya shall be ineligible to be pre-qualified for, initially selected for, tender for, propose for, or be awarded a contract during such period of sanctioning. The list of debarred firms and individuals is available at the PPRA Website www.ppra.go.ke
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they: (i) are legally and financially autonomous; (ii) operate under Commercial law; and (iii) are not under supervision of the Procuring Entity.

- 4.8 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council take under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person or entity in that country.
- 4.9 A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
- 4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in “*SECTION III-EVALUATION AND QUALIFICATION CRITERIA, Item 9*”.
- 4.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not sub contract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 4.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website 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.

7. 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 in complete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 18.9 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine err or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

19 Documents Establishing the Eligibility and Qualifications of the Tenderer

- 19.1 To establish Tenderer's their eligibility in accordance with ITT4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 19.2 The documentary evidence of the Tenderer's qualification stopper form the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 19.3 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed methodology, work plan and schedule.

- 19.4 In the event that pre-qualification of Tenderers has been undertaken, only Tenders from prequalified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.
- 19.5 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

20 Period of Validity of Tenders

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

21 Tender Security

- 21.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.
- 21.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 21.3 If a Tender Security is specified pursuant to ITT 21.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:
- i) cash;
 - ii) a bank guarantee;
 - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
 - iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,
- 21.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.
- 21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.
- 21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- a. If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereof 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:
- in an envelope or package or container marked “ORIGINAL”, all documents comprising the Tender, as described in ITT13; and
 - in an envelope or package or container marked “COPIES”, all required copies of the Tender; and
 - if alternative Tenders are permitted in accordance with ITT15, and if relevant:
 - in an envelope or package or container marked “ORIGINAL–ALTERNATIVE TENDER”, the alternative Tender; and
 - 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:

- Bear the name and address of the Procuring Entity.
 - Bear the name and address of the Tenderer; and
 - 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

- 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 unopened 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 record of the Tender opening that shall include, as a minimum:

- a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
- b) The Tender Price, per lot (contract) if applicable, including any discounts; and
- c) any alternative Tenders;
- d) The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
- e) Number of pages of each tender document submitted

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

E. Evaluation and Comparison of Tenders

28 Confidentiality

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

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

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

29 Clarification of Tenders

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

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

30 Deviations, Reservations, and Omissions

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

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

31 Determination of Responsiveness

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

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

- a) If accepted, would:
 - i. affect in any substantial way the scope, quality, or performance of the Non-Consulting Services

specified in the Contract; or

- ii. limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or

b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

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

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

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

31.6 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

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

32 Arithmetical Errors

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

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

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

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

33 Conversion to Single Currency

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

34 Margin of Preference and Reservations

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

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

35 Evaluation of Tenders

- 35.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Best Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:
- a) Substantially responsive to the tendering document; and
 - b) The lowest evaluated cost.
- 35.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the evaluated Tender cost by adjusting the Tender price as follows:
- a) Price adjustment due to discounts offered in accordance with ITT 16.4;
 - b) price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3;
 - c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33; and
 - d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.
- 35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 35.4 In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria. For one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT
- 35.5. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

36 Comparison of Tenders

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

37 Abnormally Low Tenders and Abnormally High

Tenders Abnormally Low Tenders

- 37.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.
- 37.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.
- 37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally High Tenders

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

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

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

37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause 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 thereby incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

43 Award Criteria

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

42 Notice of Intention to enter in to a Contract

- 42.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/Notification of 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 in to 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 with in five days of receipt of the request.
- 44.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

45 Letter of Award

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

46 Signing of Contract

- 46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.
- 46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period

47 Performance Security

- 47.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another Form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a 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 Complaints and Administrative Review

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

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

SECTION II - TENDER DATA SHEET (TDS)

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

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

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

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	<p>The reference number of the Request for Tenders (ITT) is : CA/SCM/OT/51/2024-2025</p> <p>The Procuring Entity is: COMMUNICATIONS AUTHORITY OF KENYA</p> <p>The name of the ITT is: FRAMEWORK CONTRACT FOR PROVISION OF EVENT MANAGEMENT AND RELATED SERVICES DURING CORPORATE AND CONSUMER EDUCATION OUTREACH ACTIVITIES</p> <p>The number and identification of lots (contracts) comprising this ITT is: NOT APPLICABLE</p>
ITT 2.1(a)	<p>Electronic –Procurement System</p> <p>The Procuring Entity shall use the following electronic-procurement system to manage this Tendering process: NOT APPLICABLE</p> <p>The electronic-procurement system shall be used to manage the following aspects of the Tendering process: NOT APPLICABLE</p>
ITT 2.2	The Intended Completion Date is TWO (2) YEARS FROM CONTRACT SIGNING DATE
ITT 3.3	Information that any unfair competitive advantage over competing firms is as follow: NOT APPLICABLE
ITT 3.4	The firms that provided consulting services NONE
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: JOINT VENTURES NOT ALLOWED
	B. Contents of Tendering Document
ITT 8.1	<p>(a) A pre-tender conference <u>WILL NOT BE HELD</u></p> <p>(b) A pre-arranged pretender visit of the site of the works visit will <u>NOT APPLICABLE</u></p>
ITT 8.2	The questions in writing, to reach the Procuring Entity not later than SEVEN (7) DAYS PRIOR TO DEADLINE FOR SUBMISSION OF TENDERS
ITT 8.4	Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works shall be published on the website https://www.ca.go.ke/open-tenders
ITT 9.1	<p>i) The Tenderer will submit any request for clarifications in writing to tenders@ca.go.ke reach the Procuring Entity not later than SEVEN (7) DAYS PRIOR TO DEADLINE FOR SUBMISSION OF TENDERS .</p>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	ii) The Procuring Entity shall publish its response at the website www.ca.go.ke
	The Procuring Entity shall also promptly publish response at the website www.ca.go.ke
	C. Preparation of Tenders
ITT 13.1 (i)	The Tenderer shall submit the following additional documents in its Tender: NOT APPLICABLE
	Other documents required are NOT APPLICABLE
ITT 15.1	Alternative Tenders SHALL NOT BE considered.
ITT 15.2	Alternative times for completion SHALL NOT permitted. If permitted, the range of acceptable completion time is: NOT APPLICABLE If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.
ITT 15.3	Alternative technical solutions shall be permitted for the following parts of the Services: NOT APPLICABLE
ITT 16.7	The prices quoted by the Tenderer SHALL NOT be subject to adjustment during the performance of the Contract.
ITT 20.1	The Tender validity period shall be 210 DAYS .
ITT 21.1	A Tender Security SHALL NOT BE required. A Tender-Securing Declaration SHALL BE required. If a Tender Security shall be required, the amount and currency of the Tender Security shall be NOT APPLICABLE
ITT 21.3 (a)	The Contract price shall be adjusted by NOT APPLICABLE % .
ITT 22.1	In addition to the original of the Tender, the number of copies is: ONE
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: A DULY SIGNED POWER OF ATTORNEY FOR THE PERSON SIGNING THE TENDER ON BEHALF OF THE TENDERER, WHICH MUST BE CERTIFIED BY A COMMISSIONER FOR OATHS OR NOTARY PUBLIC.
	D. Submission and Opening of Tenders

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 24.1	<p>For <u>Tender submission purposes</u> only, the Procuring Entity's address is: COMMUNICATIONS AUTHORITY OF KENYA TENDER BOX LOCATED AT THE CA CENTRE, WAIYAKI WAY, GROUND FLOOR RECEPTION AREA The deadline for Tender submission is: Date: June 11th 2025 The Authority must receive tenders not later than June 11th 2025 at 10:30 am EAT. Any tenders received after the closing date shall be returned unopened to the firm, which submitted it.</p> <p>Duly completed tender documents, in a plain sealed envelope marked: FRAMEWORK CONTRACT FOR PROVISION OF EVENT MANAGEMENT AND RELATED SERVICES DURING CORPORATE AND CONSUMER EDUCATION OUTREACH ACTIVITIES- CA/SCM/OT/51/2024-2025, should be deposited in the CA tender box on the ground floor at the CA Centre RECEPTION AREA on or before JUNE 11TH 2025 AT 10:30 AM EAT.</p> <p>Bulky tenders shall be registered at the Authority's SUPPLY CHAIN MANAGEMENT DEPARTMENT on 2ND Floor – Wing 'A' and an acknowledgement slip issued.</p>
ITT 24.1	<p>The deadline for Tender submission is: Date: JUNE 11TH 2025. Time: 10:30 AM EAT. Tenderers SHALL NOT have the option of submitting their Tenders electronically. The electronic Tender submission procedures shall be: NOT APPLICABLE</p>
ITT 27.1	<p>The Tender opening shall take place at: Street Address: CA CENTRE, WAIYAKI WAY Floor Number: GROUND FLOOR Room number: THE ATRIUM City: NAIROBI County: NAIROBI COUNTY Country: KENYA DATE AND TIME: JUNE 11TH 2025 AT 10:30 AM EAT.</p>
ITT 27.1	The electronic Tender opening procedures shall be: NOT APPLICABLE
ITT 27.6	The Form of Tender and priced Activity Schedule shall be initialed by ALL TENDER OPENING COMMITTEE MEMBERS representatives of the Procuring Entity conducting Tender opening.
E. Evaluation and Comparison of Tenders	
ITT 31.7	comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified as follows: The adjustment shall be based on the HIGHEST price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.
ITT 33.1	The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: KENYA SHILLINGS <i>_[insert name of currency]</i>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>The source of exchange rate shall be: The Central bank of Kenya (mean rate)</p> <p>The date for the exchange rate shall be: the deadline date for Submission of the Tenders.</p>
ITT 34.1	Margin of preference allowed or not allowed NOT ALLOWED
ITT 34.2	The invitation to tender is extended to the following group that qualify for Reservations WOMEN OWNED FIRMS
ITT 35.2 (d)	Additional evaluation factors shall be NOT APPLICABLE
ITT 35.4	Tenderers shall be NOT ALLOWED (<i>select one</i>) to quote separate prices for different lots (contracts) and the methodology to determine the lowest tenderer is specified in Section III, Evaluation and Qualification Criteria.
	F. Award of Contract
ITT 49.1	The Adjudicator proposed by the Procuring Entity is TO BE APPOINTED BY NAIROBI CENTRE FOR INTERNATIONAL ARBITRATION . The hourly fee for this proposed Adjudicator shall be AS AGREED BY BOTH PARTIES .
ITT 50.1	<p>The procedures for making a Procurement-related Complaint are available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>For the attention: PATRICK K. WANJIKU</p> <p>Title/position: DIRECTOR- GENERAL</p> <p>Procuring Entity: PUBLIC PROCUREMENT REGULATORY AUTHORITY</p> <p>Email address: info@ppra.go.ke / complaints@ppra.go.ke</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <p>(i) the terms of the Tender Documents; and</p> <p>(ii) the Procuring Entity's decision to award the contract</p>

SECTION III – EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

- 1.1 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- For construction turnover or financial data required for each year-Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted) was originally established.
 - Value of single contract-Exchange rate prevailing on the date of the contract signature.
 - Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.
- 1.2 This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.

1.3 Evaluation and contract award Criteria

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

The tender evaluation will be undertaken through a three (3) stage process namely:-

- Mandatory/Preliminary Evaluation - Pass/Fail
- Technical Capacity Evaluation -Pass Mark-75%
- Financial Evaluation -Total cost evaluated bidder

2 Preliminary examination for Determination of Responsiveness

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

A. MANDATORY/PRELIMINARY EVALUATION

MR	Requirement	Pass/Fail
1.	The bid MUST be submitted in book style, perfectly bound, page marked with table of contents and should not have any loose pages. Bids with Spiral binding or files (spring and box) shall be disqualified.	
2.	Submit a Copy of Certificate of Registration / Incorporation.	
3.	Submit a Copy of Tax Compliance Certificate issued by the Kenya Revenue Authority valid for at least up to the tender closing date.	
4.	Submit Current CR12 or Certified List of directors and shareholders from company registry, or proof in case of Sole Proprietorship showing 100% ownership by Kenyans or any other document indicating 100% shareholding	

MR	Requirement	Pass/Fail
	by Kenyans. The tender is exclusively reserved to firms that Kenyans own 100% shares.	
5.	Dully filled, signed and stamped Tender Securing Declaration form in the formart provided	
6.	Submit valid copy of certificate of registration (AGPO) indicating the firm is Women owned.	
7.	Attach a duly filled and signed Confidential Business Questionnaire in the format provided in section IV.	
8.	Attach a duly filled and signed Form of Tender in the format provided in section IV.	
9.	Attach Duly filled and signed Certificate of Independent Tender Determination as per the format provided in section IV.	
10.	Attach a duly filled and signed Form SD1 Self declaration confirming that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015 in the format provided in section IV.	
11.	Attach a duly filled and signed Form SD2 Self Declaration confirming that the tenderer will not engage in any corrupt or fraudulent practice in the format provided in section IV.	
12.	Submit dully filled, signed and stamped declaration and commitment to the code of ethics.	
13.	Written confirmation of authorization of the person signing the tender on behalf of the Tenderer. Attach a duly signed and stamped Power of Attorney commissioned by Commissioner for oaths or notarized by Notary Public. In case the one signing the bidding document is not the Chief Executive of the firm.	

B. TECHNICAL CAPACITY EVALUATION

The bidders that will qualify at the mandatory evaluation stage shall be subjected to the technical capacity evaluation. The maximum scores attainable at the technical capacity evaluation stage shall be one hundred (100). Bidders who attain 75 % marks and above out of 100 shall qualify to the financial evaluation stage.

CRITERIA	MAXIMUM SCORE
1) Experience of firm (bidder) as a corporate entity engaged in Event Management and Consumer Outreach Activities	
a) Demonstration of the organization's, experience in undertaking event management services. Bidder MUST provide a detailed description of at least previous assignments carried out in the last three (5) years. The Authority may contact the listed to verify information provided. For each event in the various categories the Bidder MUST at the very least detail the following: <ul style="list-style-type: none"> • Name of client • Dates of event • Contact person(s) • Number of participants • Description of the event • Letters of recommendation on client's letterhead 	

CRITERIA		MAXIMUM SCORE															
<ul style="list-style-type: none"> Pictorial and other evidence of previous works done 																	
<i>Category 1:</i> Presidential and VVIP events (Max 6 Marks) National, County or Government Agency events (Max 4Marks)																	
<i>Category 2:</i> International events, symposiums, meeting and conferences, Stakeholder forums, meetings and conferences, Consumer Forums, Pre-bidders conferences or similar events (Max 4Marks)																	
<i>Category 3:</i> Launch Events, Opening of Regional offices or other corporate-sponsored projects in different parts of the country, Corporate Special Responsibility events, award events (Award of Licenses, employee award ceremonies etc.) or similar events (Max 3 Marks)																	
<i>Category 4:</i> Retreats and team building activities, Sporting events (games, marathons, charity walks and runs), Fun days, Holiday and staff parties, Dinners and cocktail events or similar events (Max 3 Marks)																	
<i>Category 5:</i> Exhibitions (Max 5 Marks)																	
<i>Category 6:</i> Road shows (Max 3 Marks)																	
<p>b). Demonstration of strategic partnership (s) with other contractors/ suppliers or the possession of equipment required in the following key categories. The Bidder MUST submit at least two (2) suppliers in each of the categories below they have worked with as reference contacts. In cases where supplier owns the equipment/production capabilities, they MUST clearly state/provide the list of equipment/facilities owned. The Authority is at liberty to consult the listed contacts to verify information provided.</p> <table border="1"> <thead> <tr> <th>Item/ Service</th><th>Minimum Service</th><th>Demonstrate capacity- least acceptable number of Contracts/LPOs</th></tr> </thead> <tbody> <tr> <td>1. Venue Items</td><td>Staging, sound systems, Generator, Sound and Lighting, indoor and outdoor screens etc.</td><td>2</td></tr> <tr> <td>2. Event furniture and Décor</td><td>Decor services, Chairs, Tables, linen, Tents (Dome/Alluhal) and Mobile toilets, lounge furniture etc.</td><td>2</td></tr> <tr> <td>3. Audio visual equipment,</td><td>Audio equipment (e.g. Microphones, Table mics, Wireless mics, speakers e.t.c) Visual Equipment (Both indoor and outdoor, ,LED, screens e.t.c)</td><td>2</td></tr> <tr> <td>4. Virtual and Online meeting resources and related items</td><td>Provision of reliable internet and Wi-Fi services at event venues Provision of Cloud services Live streaming of events through social media, broadcast Licensed virtual meeting applications (Google meet, cisco webex, zoom,Teams etc)-LPO /contract</td><td>2</td></tr> </tbody> </table>		Item/ Service	Minimum Service	Demonstrate capacity- least acceptable number of Contracts/LPOs	1. Venue Items	Staging, sound systems, Generator, Sound and Lighting, indoor and outdoor screens etc.	2	2. Event furniture and Décor	Decor services, Chairs, Tables, linen, Tents (Dome/Alluhal) and Mobile toilets, lounge furniture etc.	2	3. Audio visual equipment,	Audio equipment (e.g. Microphones, Table mics, Wireless mics, speakers e.t.c) Visual Equipment (Both indoor and outdoor, ,LED, screens e.t.c)	2	4. Virtual and Online meeting resources and related items	Provision of reliable internet and Wi-Fi services at event venues Provision of Cloud services Live streaming of events through social media, broadcast Licensed virtual meeting applications (Google meet, cisco webex, zoom,Teams etc)-LPO /contract	2	
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CRITERIA			MAXIMUM SCORE
5. Entertainment	Band, dancers, DJ, skaters and choreographers, MCs to perform virtually	2	
6. Catering	Hotels and outdoor Caterers can be inform of an LPO/contract -hotels /outside caterers	2	
7. Road show	Proof of trucks owned serviced and equipment	2	
8. Event Footage	Photography and videography services	2	
Scope of projects undertaken (Stated in value terms against each client detailed in section 1 a above) in the last <ul style="list-style-type: none"> Cumulative average value of 1 event (Category 1-4): Above Kshs. 50Million - Score 5 Marks Cumulative average value out of 3events (Category 1-4): Above Kshs. 15M-45m -Score 3 Marks Cumulative average value out of 3 events (Category 1-4):: Above KShs. 5M to Million to KShs. 15 M – Score 2 Marks Cumulative average value out of 4 events (Category 1-4):: of KShs. 1,000,000.00 – 5,000,000Score 1 Mark 9. Bank statement for the last 3 months with cash balance of at least 2,000,000 2 marks 10. Credit Period for 60 days after delivery- Written commitment statement 1 mark			8
2) Expertise to undertake Corporate and Consumer Education Events			
Understanding of work to be undertaken (responses in this part should be aligned to the hypothetical case provided for above for the sole purpose of this tender.			
i) Description of the Africa ICT Summit and related events and activity concepts. This should include the pictorial/graphical representation of the concepts to help all parties involved in the planning to understand. It should in the very least describe the physical aspects and virtual aspects of the events and in line with details provided in the hypothetical case (15 marks) ii) Master Plan of the organization of the events and mobilization of the required resources as detailed in the hypothetical case (4 marks) iii) Proposed theme for the events and demonstration of the execution (4 marks) iv) Demonstrate how the event adheres to various health protocols and guidelines issued by the Government, Ministry of Health and Ministry of Tourism (3 Marks) v) Proposed budget for the events; (2 marks) vi) Description for the evaluation of the events (2 marks) vii) Template for the events reports (2 marks) viii) Any value added activity to support the event in line with the objectives (3 marks) ix) Plans for other communication and marketing support that the event management can provide for the event (4 marks)			39
1) Human resource capacity			
a) Event Director: This will be the team leader who MUST possess the following qualifications (CVs to be provided)			
i.	Possess masters degree and at least five (5) years of professional experience in PR Communication, Marketing corporate event management services stating five (5) previous events they have personally been involved in. The information should indicate: Name of the client, location and description of events and value of the contract and list events that may have been managed concurrently. The event director should be capable of managing at least two (2) concurring events. (Max Score: 5 Marks)		5

CRITERIA	MAXIMUM SCORE
b) Other Staff Professional Qualifications: Attach CVs detailing their qualifications and functions in the organization.	
<ul style="list-style-type: none"> i. Overall Program coordinator - Must possess at least 5 years professional experience Degree in Marketing, Events management, Creative etc stating previous events they have personally been involved in especially in organizing Conferences, road shows, exhibitions, activations and other similar events. The information should indicate: Name of the client, location and description of event and value of the contract (Max Score: 3 Marks) ii. Equipment/ audio visual coordinator: Must possess at least 3 years professional experience in the set up and management of indoor and outdoor audio visual equipment in large events especially Conferences, road shows, exhibitions and similar events. The information should indicate: Name of the client, location and description of event and value of the contract (Max Score: 3 Marks) iii. Hospitality coordinator: Must possess at least 3 years professional experience coordinating the management of banqueting and events management, food and beverage service supervision, hospitality management having been personally involved in corporate launches, meetings, forums, workshops, other similar events. The information should indicate: Name of the client, location and description of event and value of the contract (Max Score: 3 Marks) iv. Exhibition co –coordinator: Must possess at least 3 years professional experience in exhibition management, stating previous events they have personally been involved and responsible for venue selection, scouting and management of all other venue auxiliary services. The information should indicate: Name of the client, location and description of exhibition event and value of the contract (Max Score: 3 Marks) v. IT Team leader Must possess at least a degree/diploma qualification in Information Technology/ Information Systems and related field. Must have at least 3years professional experience in execution of online/virtual events. Submission must state previous events they have personally been involved in especially in organizing online/virtual conferences and events and other similar events leveraging use of technology. The information should indicate: Name of the client, location and description of event and value of the contract (Max Score: 3 Marks) 	15
c) Submit a simple organogram detailing the structure, functions and staff assigned from the event management firm / partners firm. Bidder to provide structure bearing in mind that bidder may be required to organise and manage at least two concurring events at any given time that may be at different locations.	5
2) Financial capacity: The Bidder must demonstrate financial capability to undertake at least two (2) concurrent events at any given time. The bidder MUST provide either <ul style="list-style-type: none"> a) Audited account for at least 3 years (2021, 2022 and 2023) with average annual turnover of Kshs. 50,000,000 OR b) Give evidence demonstrating a minimum line of credit from a financial institution of Kshs. 5,000,000.00 	6
TOTAL SCORE	100

C. FINANCIAL EVALUATION

Only the bids that pass at the Technical Compliance Evaluation stage will be subjected to the Financial Evaluation to determine the winner. The lowest total cost evaluated bidder will be considered for award of tender. The financial bid **MUST** be submitted in the format provided below. All prices shall be inclusive of 0.03% levy order and all applicable taxes and shall be in Kenya Shillings.

Item		Specification	Qty	Unit price (Kshs)
Pre-Event Scouting				
Conceptualization of event	1.	The development of event concepts to facilitate the successful execution of events. Develop event plan, schedule of event, program, event management plan	Lot per event	
	2.	The design, development and execution of an unveil concept-in 2D & 3D format	Lot per event	
	3.	The design, development and execution of a visual/animated, 3D video unveil concepts	Lot per event	
Scouts	4.	Wages for scouts to undertake planning prior to event at venue location/county to facilitate identification of venue, guests, invitation delivery, guests mobilization and confirmations (RSVP)- (Wage per person per day)	Per Person Per Day	
Logistics Vehicle	5.	Hire of vehicle for use by scouting team prior to event for use within event location/county (car hire per day of upper limit of 1800cc)	Per Vehicle Per Day	
County and Government Agency Permits	6.	Obtaining permits from the County Government and relevant Government Agency's for carrying out the event (Especially outdoor events such as road shows, exhibitions, outdoor forums etc.)	Per Permit / Per County	
	7.	Obtaining permits from National Environmental Management Agency, Kenya Copyrights Board, Music Society of Kenya etc.	Per Permit / Per County	
	8.	Branded Personnel publicizing the event: Obtaining, payment and approval from the county Government for the roadshow staff publicizing the event.	Per Permit / Per County	
	9.	Fliers: Obtaining (and stamping) county permit for the distribution of CA fliers per county based on the approved route plan	Per Permit / Per County	
	10.	Truck Funfair: Obtaining, payment and approval from the county Government for the truck funfair as per approved route map.	Per Permit / Per County	
	11.	Road Show personnel branding: The branding of all roadshow personnel as per brief	Per Person	
Transport	12.	Provision of transport for all set up items (Quote per KM. Costing shall be done based on the brief that shall detail	Per Km	

Item		Specification	Qty	Unit price (Kshs)
		the venue of the event with CA Center as the reference point)		
Invitation and RSVP of guests	13.	The printing, hand delivery of guest invitation cards, letters and/or publicity materials -	Per Lot / Per Event	
	14.	Printing of invitation cards on A5 glossy/matte art paper 350 GSM printed on both sides and branded envelope printed in full color	Per Piece	
	15.	Design and production of hand made invitation cards as per brief	Per Piece	
	16.	Design, production and transmission of electronic invitation e-cards as per brief	Per Design / Per Event	
	17.	Hand delivery of invitation cards to guests identified by the scouts/CA as per event brief (1-100 cards)	Per Piece / Per Delivery	
	18.	Hand delivery of invitation cards to guests identified by the scouts/CA as per event brief (1-100 cards)	Per Piece / Per Delivery	
	19.	Hand delivery of invitation cards to guests identified by the scouts/CA as per event brief	Per Piece / Per Delivery	
	20.	Hand delivery of invitation cards to guests identified by the scouts/CA as per event brief	Per Piece / Per Delivery	
	21.	Confirmation of Guests and preparation of final confirmation list-via calling ,email, e-shots-digital RSVP	Per Event	
	22.	The design, production and delivery of badges and lanyards for participants and events crew (each)	Per Piece	
Event Administration	23.	Administration of the events as per brief of the event (A percentage of the total value of the event). This should cater for all event management costs execution of the event.	Percentage of Total Event Cost	
Event Logistics	24.	Costs for organization, planning and logistical meetings in the county (A percentage of the total value of the event). This should cater for all personnel costs for staff required for set up of the event.	Percentage of Total Event Cost	
Venue Set-up				
Venue Hire	25.	Fees for hire of indoor venue per day (Inclusive of costs for set up and setting down days)	Per Day	
	26.	Fees for hire of outdoor venue per day (Inclusive of costs for set up and setting down days)	Per Day	

Item		Specification	Qty	Unit price (Kshs)
	27.	Fees for exclusive hire of outdoor public venue for 2days (Inclusive of costs for set up and setting down days)- depends with the nature, location of the event	Per Day	
	28.	Fees for exclusive hire of route course/route inclusive of traffic/security clearance (Inclusive of costs for set up and setting down days)- rate per day	Per Day	
Tents	29.	Hire, supply, delivery and mounting of 500 seater high peak dome tent with ceiling and side walls	Per Tent Per Day	
	30.	Hire, supply, delivery and mounting of 300 seater high peak dome tent with ceiling and side walls	Per Tent Per Day	
	31.	Hire, supply, delivery and mounting of 6x6 B-line tents to accommodate 50pax with ceiling and side walls	Per Tent Per Day	
	32.	Hire, supply, delivery and mounting of 10mx10m tents b-line to accommodate 100 pax with ceiling & walls	Per Tent Per Day	
	33.	Hire, supply, delivery and mounting of 100 seater high peak white tent with side curtains and ceiling	Per Tent Per Day	
	34.	Hire, supply, delivery and mounting of 20 to 100 seater stretch tent -cream, white colors	Per Tent Per Day	
	35.	Hire, supply, delivery and mounting of 100 to 200seater white stretch tent cream, white	Per Tent Per Day	
	36.	Hire, supply, delivery and mounting of 200-300 seater white,cream stretch tent	Per Tent Per Day	
	37.	Hire, supply, delivery and mounting of 300-500 seater white cream stretch tent	Per Tent Per Day	
	38.	Hire, supply, delivery and mounting of 100-200 seater marque tent with ceiling and side walls	Per Tent Per Day	
	39.	Hire, supply, delivery and mounting of 200-300 seater marque tent with ceiling and side walls	Per Tent Per Day	
	40.	Hire, supply, delivery and mounting of 300-500 seater marque tent with ceiling and side walls	Per Tent Per Day	
	41.	Hire, supply, delivery and mounting of 100 seater white tent for kitchen area	Per Tent Per Day	
	42.	Hire, supply, delivery and mounting of 20-100 seater alluhall tent with ceiling and side walls with either clear or solid roof depending on the nature of the event, height at least 4m H peak height	Per Tent Per Day	

Item		Specification	Qty	Unit price (Kshs)
		of 7.5m Length per section 5m L width from 15m ,20m,25m & 30m options		
	43.	Hire, supply, delivery and mounting of 100-200 seater alluhall tent with ceiling and side walls with either clear or solid roof depending on the nature of the event height at least 4m H peak height of 7.5m Length per section 5m L width from 15m ,20m,25m & 30m options	Per Tent Per Day	
	44.	Hire, supply, delivery and mounting of 300-500 seater alluhall tent with ceiling and side walls with either clear or solid roof depending on the nature of the event height at least 4m H peak height of 7.5m Length per section 5m L width from 15m ,20m,25m & 30m options	Per Tent Per Day	
	45.	Hire, supply, delivery and mounting of 50 seater gazebo tent with ceiling and side walls	Per Tent Per Day	
	46.	Hire, supply, delivery and mounting of 20-100 seater igloo tent with ceiling and side walls	Per Tent Per Day	
	47.	Hire, supply, delivery and mounting of 100-200 seater igloo tent with ceiling and side walls	Per Tent Per Day	
	48.	Hire, supply, delivery and mounting of 300-500 seater igloo tent with ceiling and side walls	Per Tent Per Day	
	49.	Hire, supply, delivery and mounting of raised rubber flooring charged per square meter	Per Square Meter	
	50.	Hire, supply, delivery and mounting of 100-200,300-500 glass panel Aluhall tents seater tent (Other types) with ceiling and side walls with either clear or solid roof depending on the nature of the event-change additional height at least 4m H peak height of 7.5m Length per section 5m L width 20M width span only	Per Tent Per Day	
	51.	Hire, supply, delivery and mounting of 3mx3m or 4mx4m B-line tents (Other types) with ceiling and side walls	Per Tent Per Day	
	52.	Hire, supply, delivery and mounting of 100-200,300,500 Milux tent seater tent (Other types) with ceiling and side walls with either clear or solid roof depending on the nature of the event with a height of at least 4m , peak height of above 7m and span of 5m Length per section	Per Tent Per Day	

Item		Specification	Qty	Unit price (Kshs)
	53.	Hire, supply, delivery and mounting of 10 to 20 seater cheese tents seater tent (Other types) with ceiling and side walls	Per Tent Per Day	
	54.	Hire, supply, delivery and mounting of Parasols	Per Tent Per Day	
	55.	Hire, supply, delivery and mounting of 400-500 seater tent (Other types) with ceiling and side walls	Per Tent Per Day	
	56.	Hire, supply, delivery and mounting of >500 seater tent (Other types) with ceiling and side walls	Per Tent Per Day	
Tables	57.	Hire, supply and delivery of dressed rectangular tables 2Mx 0.6M (Various Colors and shall be based on brief)	Per Table Per Day	
	58.	Hire, supply and delivery of dressed rectangular conference tables (Various Colors and shall be based on brief)	Per Table Per Day	
	59.	Hire, supply and delivery of dressed rectangular food service tables (Various Colors and shall be based on brief)	Per Table Per Day	
	60.	Hire, supply and delivery of rectangular tables for catering and kitchen service	Per Table Per Day	
	61.	Hire, supply and delivery of dressed round tables - 10 seater (Various Colors and shall be based on brief)	Per Table Per Day	
	62.	Hire, supply and delivery of dressed round tables - 8 seater (Various Colors and shall be based on brief)	Per Table Per Day	
	63.	Hire, supply and delivery of dressed square cocktail tables (Various Colors and shall be based on brief)	Per Table Per Day	
	64.	Hire, supply and delivery of dressed rectangular banquet tables 2Mx 0.6M (Various Colors and shall be based on brief)	Per Table Per Day	
	65.	Hire, supply and delivery of marble coffee table (Various Colors shall be based on brief)	Per Table Per Day	
	66.	Hire, supply and delivery of side stool (Various Colors shall be based on brief)	Per Table Per Day	
	67.	Hire, supply and delivery of glass top coffee table (Various Colors shall be based on brief)	Per Table Per Day	
	68.	Hire, supply and delivery of glass top side stool (Various Colors shall be based on brief)	Per Table Per Day	

Item		Specification	Qty	Unit price (Kshs)
	69.	Hire, supply and delivery of lounge side stool (Various Colors shall be based on brief)	Per Table Per Day	
	70.	Hire, supply and delivery of lounge table (Various Colors shall be based on brief)	Per Table Per Day	
	71.	Hire, supply and delivery of rectangular lounge table (Various Colors shall be based on brief)	Per Table Per Day	
	72.	Hire, supply and delivery of lounge side stool (Various Colors shall be based on brief)	Per Table Per Day	
Chairs	73.	The Supply and delivery of lux chairs - choice of different colors	Per Chair Per Day	
	74.	The Supply and delivery of wooden cross back chairs	Per Chair Per Day	
	75.	Supply and Delivery of Chiavari Chairs (Various Colors) with covered cushion/pad	Per Chair Per Day	
	76.	Supply and Delivery of foldable plastic chairs (Various Colors shall be based on brief)-	Per Chair Per Day	
	77.	Supply and Delivery of dressed plastic armless chair (Various Colors shall be based on brief)	Per Chair Per Day	
	78.	Supply and Delivery of dressed plastic armless baby/children chairs (various colours shall be based on brief)	Per Chair Per Day	
	79.	Supply and Delivery of white wooden folding chairs (Various Colors shall be based on brief)	Per Chair Per Day	
	80.	Supply and Delivery of draped banquet chairs (Various Colors shall be based on brief)	Per Chair Per Day	
	81.	Supply and Delivery of high back executive leather swivel chair	Per Chair Per Day	
	82.	Supply and delivery of plain banquet chairs	Per Chair Per Day	
	83.	Supply and Delivery of high back executive leather chair	Per Chair Per Day	
	84.	Supply and delivery of plain velvet banquet chairs	Per Chair Per Day	
	85.	Supply and Delivery of seven seater leather lounge seats	Per Chair Per Day	
	86.	Supply and Delivery of one seater leather lounge leather seat	Per Chair Per Day	
	87.	Supply and Delivery of two seater leather lounge seats	Per Chair Per Day	

Item		Specification	Qty	Unit price (Kshs)
	88.	Supply and Delivery of three seater leather lounge chairs	Per Chair Per Day	
Stools	89.	Supply and Delivery of wooden bar stools Various Colors)	Per Stool Per Day	
	90.	Supply and Delivery of Rattans bar stools (Various Colors shall be based on brief)	Per Stool Per Day	
	91.	Supply and Delivery of wooden Barrels (Various Colors shall be based on brief)	Per Stool Per Day	
	92.	Supply and Delivery of standard side stools (Various Colors shall be based on brief)	Per Stool Per Day	
	93.	Supply and Delivery of coffee tables-wooden /glass	Per Stool Per Day	
Podium and Lectern	94.	Supply and delivery of branded aluminum truss/wooden lectern (branded as per brief)	Per Unit	
	95.	Supply and delivery of digital Lectern/podium (branded as per the brief)	Per Unit	
	96.	Supply and delivery of branded dressed winner podium (branded as per brief)	Per Unit	
P.A system	97.	Hire, supply and delivery of Quality Pa system 10”12”15” with Yamaha, Bose, RCF speakers or equivalent speakers and 2 Shure/Sennheiser Wireless mics or equivalent with stands Yamaha, Midas, Allen Heath Digital mixer (no analogue)- 50 Pax	Per System Per Event / Per Size Category	
	98.	Hire, supply and delivery of Quality PA system,10”12”15” inch with Yamaha, Bose, RCF speakers or equivalent and 2 Shure/Sennheiser Wireless mics with stand Yamaha, Midas, Allen Heath Digital mixer (no analogue s - 50 -100 Pax	Per System Per Event / Per Size Category	
	99.	Hire, supply and delivery of Quality sound system,10”12”15” with Yamaha, RCF, Bose, RCF speakers and Shure/Sennheiser Wireless mics with 5G capabilities with stands 32 to 48 channel Yamaha, Midas, Allen Heath Digital mixer with a stage box or equivalent (no analogue)- 100- 300 Pax	Per System Per Event / Per Size Category	
	100.	Hire supply and delivery of quality Subs 12”15”18”22”-RCF, Yamaha, Bose all equivalent	Per Subwoofer	
	101.	Hire, supply and delivery of Quality sound system, with Yamaha, RCF,	Per Event / Per Set	

Item		Specification	Qty	Unit price (Kshs)
		Bose, RCF speakers and Shure/Sennheiser Wireless mics with 5G capabilities with stands 32 to 48 channel Yamaha, Midas, Allen Heath Digital mixer with a stage box or equivalent (no analogue)- 100- 300 Pax300- 500 Pax		
	102.	Hire, supply and delivery of wireless microphone with. 5G capabilities at least Shure/Sennheiser or equivalent professional mics	Per Microphone	
	103.	Hire, supply and delivery of 5G Digital interactive wireless table microphone (per piece) with capability to interact with the user at the control desk, to be muted at the chairman control capability of login, log out time ,vote, language,& other setting	Per Microphone	
	104.	Hire, supply and delivery of lapel pin microphones/ lavalier microphones, with receivers and transmitters - with additional cabling (XLR cabling to cameras) (per piece)	Per Microphone	
	105.	Supply of 5Gwifi full digital conference microphones	Per Microphone	
	106.	Supply of infrared IR receiver unit	Per Unit	
	107.	Hire, supply and delivery of headset microphone	Per Microphone	
	108.	Hire supply of quality earworm headphones	Per Microphone	
	109.	Hire supply conference extension controller with Ap transmitter	Per Unit	
	110.	Hire supply of inn ear monitors -Shure, Sennheiser, Mackie etc.	Per Monitor	
	111.	Hire supply of IR radiators of at least 30m radius each	Per Radiator	
	112.	Hire, supply and delivery of wireless microphone with stand	Per Microphone with Stand	
	113.	Hire supply of translation booths international standard	Per Booth	
	114.	Hire supply translation systems with headphones	Per System	
	115.	Hire, supply and delivery of LCD Projector: 2500-3000 Lumens	Per Projector	

Item		Specification	Qty	Unit price (Kshs)
	116.	Hire supply translators of different languages- i.e French Portuguese, Italian etc.	Per Translator / Per Day	
	117.	Hire, supply and delivery of LCD Projector: 3000 -4000Lumens	Per Projector	
	118.	Hire, supply and delivery of LCD Projector: 4000 -5000Lumens	Per Projector	
	119.	Hire, supply and delivery of LCD Projector: 5000 -6000Lumens	Per Projector	
	120.	Photography- 300 Photos presented in booklet form 300 on hard drive per day	Per Day / Per Package	
	121.	Videography (Per Video Camera): Deliver video on Hard drive , Broadcast quality	Per Day / Per Camera	
	122.	The supply and delivery of video camera with complete ENG kit (HD camera- with batteries and charger, lenses, camera support, monitoring, on board light and audio package - 2 lapel mics, shotgun microphone, boom pole, mixer, headphones)	Per Kit	
	123.	The supply delivery, mounting and use of Video Camera Crane (Each)	Per Crane	
	124.	The supply, delivery and mounting of WI-FI,routers, fiber cabling ,patch cords, cat cables ,sfps, grand stream, access points	Per Unit / Per Meter	
	125.	Hire, supply delivery of video and audio data mixing and switching with capacity to Live Streaming on projection screens per event	Per Event	
	126.	Live Web Streaming per event	Per Event	
	127.	Cloud storage per event	Per Event / Per GB	
	128.	Supply of 1T back up hard drive	Per Unit	
	129.	Supply & delivery of clean, Crystal-clear picture (no dead pixel's bulbs) Live Feed, Presentations, Video streaming, logo, backdrop with capability to present clear EXCEL sheet, word document with no background lines indoor LED screen with capability to curve -+ 10 degrees- with all necessary cabling, processor and structures; With following specification or Equivalent panel size-500mmx500mm Pixel pitch-2.6mm and below	Lot	

Item		Specification	Qty	Unit price (Kshs)
		Led type ;3 in 1 black SMD Brightness;800cd/m Pixel per panel 192x192pixels Module W250mmxH250mm Recommended viewing distance > 2.6m Material -Die cast Aluminum Horizontal/vertical viewing angle-160 degree Refresh rate 7,680@60hz Input frequency 50-60hz Scan method 1/24 Video frame rate 50/60 Costs charged per panel		
	130.	Hire, Supply delivery and mounting of LED frameless Tv Screens with a stands 75" and necessary accessories	Per Panel	
	131.	Hire, Supply, delivery and mounting of Touch Screens22.5" with stand	Per Screen	
	132.	Hire, Supply, delivery and mounting of Touch Screens 42" with stand	Per Screen	
	133.	Hire, Supply, delivery and mounting of Touch Screens 55" with stand	Per Screen	
	134.	Hire, Supply, delivery and mounting of frameless IED TV Screens 55 with the necessary accessories	Per Screen	
	135.	Hire, Supply, delivery and mounting of frameless LED Tv 65 with necessary accessories	Per Screen	
	136.	Hire supply, delivery and mounting of 75"Led frameless Tv with the necessary accessories	Per Screen	
	137.	Hire, Supply delivery and mounting of outdoor backdrop LED Screen –(crystal clear picture no dead pixel bulbs) with all necessary cabling, processor and structure Specifications or Equivalent water/dust resistant led lamp 3 in 1 black SMD pixel pitch p3.9mm or below brightness 4500cd/m Refresh rate 3840@60 Hz Curve -+10- Material; Die cast Aluminum Panel size 500mmx500mm or 1000mmx500mm Charged, per Square meter	Per Square Meter	

Item		Specification	Qty	Unit price (Kshs)
	138.	Hire, Supply delivery and mounting of stand-alone Display/information Screen 55"	Per Screen	
	139.	Hire, Supply delivery and mounting of Smart white board touch screen with the special pen 55'65'75' with the necessary accessories	Per Screen	
	140.	Hire, Supply delivery and mounting of 360 degrees conference camera with voice ,audio recognition 4k	Per Camera	
	141.	Hire, supply and delivery of projector screen (96"x96")	Per Screen	
	142.	Hire, supply and delivery of projector screen (120"x120")	Per Screen	
	143.	Hire, supply and delivery of Desktop computer (Minimum Specifications: Type: Workstation; Cabinet Form Factor: Tower; Processor Type: 11th Generation Core i5; Number of Cores: Quad-Core; Processor speed: Minimum 2.9-GHz; RAM: Minimum 8- GB; Hard Drive: Fixed; Hard Drive Formatted Capacity: Minimum 500GB-1 TB ; Optical Storage: DVD±RW; Screen Size (inches): Flat screen 15-17" TFT; Screen Technology: TFT active matrix; Audio Output: Sound card; Networking Data Link Protocol: Minimum 1 x Network - Ethernet 10Base-T/100Base-TX/1000Base; OS Provided: Minimum Genuine Windows 10 - 64 Bit , Running MS Office; I/O ports: Minimum of 6 Hi-Speed USB ports, one-serial port, Media Card Reader, Audio line out, RJ-45 port ; Key board: USB Standard keyboard with enhanced Quiet Keys; Wireless Mouse: 2 -Button USB Optical Mouse. The Computer should be supplied with associated cables.	Per Unit	
	144.	Hire, supply and delivery of Laptop (Minimum Specifications; Type: Laptop Computer; Processor Type: Intel Core i7processor; 2.4 to 3.4Hz Memory: Minimum 16GB DDR3 memory; Hard Drive: Minimum 500GB-1TB; Optical Storage: DVD (+/-R); Screen Size: Between 13" and 15"; Audio Output: Sound card with standard stereo speakers, Microphones jack, Headphone jack (stereo);	Per Unit	

Item		Specification	Qty	Unit price (Kshs)
		Networking: HDMI,RJ-45 port that supports 10/100/1000BASE-T networks; Communication: Webcam and microphone built into LCD; Battery Technology: Lithium Ion Battery at least 6 Hours (6 cell) back up time; Power adapter to fit into the British standard 3-pin socket; I/O Ports : At least 3 USB,VGA, Audio I/ , RJ45, S-video, one serial port, HDMI port; Input devices: One USB Optical mouse; OS Provided: Genuine windows 10-11- 64-bit ; Build- in devices : Wireless LAN card, Bluetooth; Security: Please provide a Security Lock for the laptop computer. The Computer should be supplied with associated cables.		
	145.	Audio Visual cabling VGA cables, Power cables, Audio cables, splitters, distribution points etc. (per meter) -	Per Meter	
	146.	Numerous power sources for portable audiovisual equipment.	Per Unit	
	147.	Numerous power sources for each exhibition tent audiovisual equipment.	Per Unit	
	148.	Numerous power sources for each table at conference rooms	Per Unit	
	149.	The supply delivery and use of wide-angle ENG broadcast cameras (XD Camera)with Three 1/2" Exmor R CMOS Sensors 4K 60p Recording Integrated 30x Optical Zoom Lens Electronic Variable ND Filter Supports XAVC Intra/Long, MPEG HD, DVCAM Supports S-Log 3 Supports HLG for an HDR Workflow Simultaneous 4K/HD Recording	Per Camera	
	150.	The supply and delivery of Studio lights (with stands and diffusers) of variable intensity, LED or fluorescent Kino-flo Diva-Lite, or Tungsten, quartz, HMI.	Per Light	
	151.	The supply of talk back system for production and management use	Per System	
	152.	The supply and delivery of secondary filler lights and spots, with diffusers and reflectors for background and filling	Per Light	
	153.	Provision of autocue for speeches management	Per Event / Per Day	

Item		Specification	Qty	Unit price (Kshs)
	154.	Provision of studio auto script for studio management	Per Event / Per Day	
Equipment	155.	The supply, delivery and installation of indoor fans	Per Fan	
	156.	The supply, delivery and installation of water/Air coolers	Per Cooler	
	157.	The supply, delivery and installation of indoor A/Cs with minimum of 48000 BTU to 64000BTUs must include the indoor ,outdoor gas operated	Per Unit	
	158.	The supply, delivery and installation of heaters	Per Heater	
Generator and power distribution	159.	Supply and delivery of Power Generator Range 30 Kva,60Kva to provide uninterrupted silenced power supply	Per Generator	
	160.	Supply and delivery of Power Generator 150KVA) to provide uninterrupted silenced power supply	Per Generator	
	161.	Supply and delivery of Power Generator 250kva to provide uninterrupted silenced power supply	Per Generator	
	162.	The design and deployment of power distribution system to support entertainment stages, PA systems, lighting, audio visual and refreshment areas for both indoor and outdoor events as per event brief	lot	
	163.	Supply of automatic or manual change over system up to 300kva	Per Unit	
	164.	Supply and delivery of power cables,distribution boards and power extensions for both indoor and outdoor events as per event brief	Per Meter	
	165.	Supply and delivery of charging units for-phones, laptops distributed around the venue	Per Unit	
Stage set up	166.	Hire, supply, delivery and assembly of adjustable Aluminum raised outdoor stage (per square meter) and risers/steps and ramp for the PWD	Per Square Meter	
	167.	Hire, supply, delivery and assembly of adjustable aluminum raised indoor stage (per square meter) and risers/steps and ramp for the PWD	Per Square Meter	

Item		Specification	Qty	Unit price (Kshs)
	168.	Hire, supply, delivery and assembly of adjustable aluminum concert outdoor stage (per square meter) and risers/steps and ramp for the PWD	Per Square Meter	
	169.	Hire, supply, delivery and assembly of adjustable aluminum indoor conference stage (per square meter) and risers/steps and ramp for the PWD	Per Square Meter	
	170.	Hire, supply, delivery and assembly of stage trussing/ rigging for Sound,Lighting and other utilities charged per meter	Lot	
	171.	Hire ,supply ,delivery and assemble steel layher truss for rigging charged per square meter	Per Square Meter	
	172.	Hire, supply, delivery and assembly of stage lighting moving heads of least 380W, LED spotlights, effects lighting, mood lights,camera Lights of at least 1k W,2kW,5K etc.)all Lights should be DMX enabled	Lot	
	173.	Hire, supply, delivery and assemble digital lights mixer with a digital control panel -Tiger touch Digital,Grandma	Per Unit	
	174.	The supply and delivery of 50 seater audience risers/bleachers for the placement of banqueting seats to ensure elevated platforms for seating (Per piece)	Per Unit	
	175.	The supply delivery and stage fabrication of a raised stage of each basic size of 1.2x1.2m charged per sqm	Per Square Meter	
	176.	The supply delivery of backdrop fabrication to fit the theme charged per sqm	Per Square Meter	
	177.	The supply of wooden pallet furniture - Tables, chairs etc	Per Piece	
Carpets, Flooring and Dance floors	178.	The supply delivery and installation of outdoor green turf carpet in event venue as per brief (All colours per square meter)	Per Square Meter	
	179.	The supply delivery and installation of runner 2 Meter width carpet (per meter)	Per Meter	
	180.	The supply delivery and set up of red VIP walkway 2 Meter width carpet (per meter)	Per Meter	
	181.	The supply delivery and installation of cord tile carpet (per square meter)	Per Square Meter	

Item		Specification	Qty	Unit price (Kshs)
	182.	The supply delivery and set up of raised wooden flooring with aluminum base rails	Per Square Meter	
	183.	The supply delivery and installation of raised exhibition flooring (per square meter)	Per Square Meter	
	184.	The supply delivery and installation of Rubber like floor in various color (per square meter)	Per Square Meter	
	185.	The supply delivery and installation of portable modular temporary (pro-floor)poly-propylene outdoor flooring (per square meter)	Per Square Meter	
	186.	The supply delivery and installation of wooden vinyl carpet (per square meter)	Per Square Meter	
	187.	The supply delivery and installation of dance floor (per square meter) Option Led ,Glass, wooden charged per sqm	Per Square Meter	
Mineral Water	188.	Supply and delivery of branded mineral water (<500ml Each)- Max 2 logos in full color	Per Bottle	
	189.	Supply and delivery of branded mineral water (500ml Each)- Max 2 logos in full color	Per Bottle	
	190.	Supply and delivery of branded mineral water (1 Liter Each)- Max 2 logos in full color	Per Bottle	
	191.	Supply and delivery of branded mineral water (10 Liter Each)- Max 2 logos in full color including dispensers	Per Bottle/Dispenser	
	192.	Supply and delivery of branded mineral water (20 Liter)- Max 2 logos in full color including Water dispensers	Per Bottle/Dispenser	
	193.	Supply and delivery of branded white water dispenser	Per Dispenser	
	194.	Supply and delivery of branded disposable 200ml water caps- Max 2 logos in full color	Per Cap	
Surgical masks, thermometer and hand washing stations	195.	Supply and delivery of nonwoven surgical face masks	Per Piece	
	196.	Supply and delivery of cloth face masks branded with 2 logos in full color (Printed)	Per Piece	
	197.	Supply and delivery of cloth face masks branded with 2 logos in full color (Embroidered)	Per Piece	

Item		Specification	Qty	Unit price (Kshs)
	198.	Supply and delivery of sanitizers (as per MoH guidelines)	Per Unit/ Bottle	
	199.	Set up of hand washing and sanitizing stations (Hand sanitizers Only)	Per Station	
	200.	Set up of hand washing and sanitizing stations (Hand washing with soap and water , sanitizers, hand paper towels and disposal bins)	Per Station	
	201.	Supply and delivery of digital thermometers/Infrared thermometers (KEBS certified)/ free standing thermometer	Per Unit	
Mobile Toilets	202.	Hire and set up of VIIP,VIP Mobile Toilets (double units- male and female) with adequate lighting, hand wash sink, with soap, hand towels, mirror and maintenance staff and toiletries (per day)	Per unit per day	
	203.	Hire and set up of Executive Mobile Toilets (double units- male and female),Single, PWD washrooms with adequate lighting, hand wash sink, with soap, hand towels, mirror and maintenance staff and toiletries (per day)	Per unit per day	
	204.	Hire and set up of single door Portaloo	Per unit per day	
Ambulance with Paramedics	205.	The hire of ambulance and paramedic services per day	Per unit per day	
Security and Crowd Control	206.	The supply and delivery of crowd control barriers and barricade tape (per barrier)	Lot	
	207.	The hire of security services and personnel to provide security for event (rate per personnel per day)	Per personnel per day	
	208.	The hire of security services and armed personnel to provide security for event (rate per personnel per day)	Per personnel per day	
	209.	The supply, delivery and installation of security screening machine to screen both event participants preferably walkthrough scanners and bag scanners, handheld scanners	Per unit per event	
Exhibition set up	210.	The supply, delivery, mounting and labeling of 3m x 3m x 2.5mH white exhibition shell scheme with 3 sides made with aluminum framing system into which the white lightweight panels slid, name Panels/Board, the design,	Per booth per event	

Item		Specification	Qty	Unit price (Kshs)
		printing and placement of signage on name panel/ board. The booth will be mounted on a carpeted floor and have 2 power sockets and adequate exhibition lighting		
	211.	Provision of digital registration services, paperless registration system ,with QR code enabled ,scanners,mini printers	Per system per event	
	212.	Provision of branded lanyards with pockets for the delegates exhibitors and the other personnel for easy identification and management	Per unit	
	213.	Provision of B2B match system where and when required	Per event	
	214.	Provision of media center area equipment with tv sets, desks, power, and all the necessary amenities required in the media center	Lot	
	215.	Provision of commercial printers and related stationery with capability of printing full color, back to back A3,A4,25 copies/minutes	Per unit per event	
	216.	Provision of an accreditation services to facilitate smooth registration for all the guests including delegates exhibitors ,visitors etc	Per event	
	217.	The design and fabrication of exhibition hall, booth/area as per brief (3x3M exhibition area)	Per booth	
	218.	Supply of prefabricated exhibition stands	Per stand	
	219.	The design, fabrication of exhibition hall, booth/area as per brief. For the design of exhibition area, logo's, logo placement, paintwork, electrical and lighting, exterior branding, banner branding and décor in the CA tent area (cost per square meter)	Per square meter	
	220.	The design and set up of virtual exhibition (including costs for the virtual application/apps/ software, Hosting, Embedding of CA creatives and branding, mobilization of exhibitors, briefings, training and briefing of exhibitors/ design and production of exhibitors manuals, Exhibitor self service portals where they can create and set up their own custom designs and	Lot	

Item		Specification	Qty	Unit price (Kshs)
		exhibition area, embeded online webinars, organizer announcements, exhibitor chat sessions, exhibition statistics and analysis, Security features, IT support, attendees ticketing, networking platforms among other features)- Cost per exhibitor		
Transport		Full Day hire and branding of courtesy bus to transport guests, panelists and other persons as per brief		
Transport	221.	9 seater van	Per unit per day	
	222.	14 seater van	Per unit per day	
	223.	25 seater shuttle bus	Per unit per day	
	224.	25-33 Seater shuttle bus	Per unit per day	
	225.	33-65 seater shuttle bus	Per unit per day	
Décor	226.	The supply and provision of decor services that should have in the very least backdrops, canopies, fabric draping, banner branding, chair covers, cushions, tie backs, full room/tent fabric draping, ceremony décor, floral designs and arrangements, café; Lighting, up-Lighting, golden canopy lighting, fairy lighting, Edison lighting, flood lights, gobo projection / monogram lighting, lanterns with LED lights, crystal chandeliers, potted plants, table linen and overlays, branded napkin rings, branded tablemats centerpieces, floral arrangement, silver tray, tray cushion and scissors with bows and ribbon, party favors and giveaways, appropriate branded signage, banner branding, posters and snapper frames, buntings, media banners, street banners, branding of lifts floors, branding of walls, windows and other surfaces as appropriate in CA Corporate Colors (Royal Blue, Black, White) Digital migration Colors (Red, Black), Kikao Kikuu (Yellow, Black, Blue, White) Service charter colour (Magenta, Cyan and Egg Yolk Yellow) or as per brief.	Per event	

Item		Specification	Qty	Unit price (Kshs)
		All these items are to be designed, produced, delivered and mounted as per brief.		
	227.	The design, production, placement, mounting or painting of buildings, surfaces and outdoor spaces in full colour as per brief and may include include exterior branding, signage/signboards, hand painting of exterior walls, arena roofs, pillars, crowd barricades, access gates e.t.c.	Per square meter	
	228.	The design supply, delivery and mounting of standard size corporate flag and pole (Cost per flag)	Per flag	
	229.	The design supply, delivery and mounting of standard size corporate table flag and pole (Cost per flag)	Per flag	
	230.	The design supply, delivery and mounting of backdrop media banner cloth material with the aluminum frame and bag	Per unit	
	231.	The design supply, delivery and mounting of standard size corporate hand flag and pole (Cost per flag)	Per flag	
	232.	The design supply, delivery and placement of country name board holders and name cards	Per set	
	233.	The design, supply, delivery and mounting of double sided heavy duty PVC buntings printed in Full color (cost per/m)	Per meter	
	234.	Provision of stand-alone display digital 55” screens for, information, advertising, programs etc	Per unit per day	
	235.	The supply delivery, branding and mounting of inflatable finish line arches with appropriate arch accessories	Per unit	
	236.	The purchase and placement of presidential portrait as per brief	Per unit	
Unveil Concept	237.	The design, production and mounting of embossed/engraved brass/silver/Perspex, toughened glass, wooden plaque 24’x18’	Per unit	
	238.	The design, production and mounting of branded metal tags printed/engraved/embossed in full colour 2’x1’	Per unit	

Item		Specification	Qty	Unit price (Kshs)
	239.	The development, presentation and execution of unveil concept for event as per brief (Cost per concept per event)	Per event	
Unveil Kit	240.	The freestanding standing plaque unveil kit with curtains with pull cord operation at a comfortable height	Per unit	
	241.	The mounting of full length unveiling curtains fitted to a circular rail to facilitate the unveiling any stand alone artwork	Per unit	
	242.	The supply, delivery and mounting of spectacular unveil including but not limited to release of cluster of balloons, multicolored confetti, smoke, pyrotechnics bubbles, lighting low fog e.t.c	Lot	
	243.	The supply delivery of launch mechanisms like rotating Tabe, automatic curtain , Hydraulic launchers	Per unit	
Road Show Truck and vehicles	244.	Hire and branding of 40ft road show truck to create publicity as per brief and based on preapproved route plan. Truck to be branded by supplier as per approved designs (cost of hire per day)	Per truck per day	
	245.	Hire and branding of 20ft road show truck to create publicity as per brief and based on preapproved route plan. Truck to be branded by supplier as per approved designs (cost of hire per day)	Per truck per day	
	246.	Hire and branding of 14 seater van to create publicity as per brief and based on pre-approved route plan. The van should be complete with PA system, power generator (costs of hire per day)	Per van per day	
	247.	Hire and mounting of Public Address system in Road show truck and installation of Generator to power all equipment in road show	Per setup	
	248.	Hire and mounting of Public Address system in road show van and installation of Generator to power all equipment in road show	Per setup	
County and Government Agency Permits	249.	Obtaining permits from the County Government and relevant Government Agency's for carrying out indoor and outdoor events as per brief e.g. NEMA, KCB, KFC, KFCB etc.	Per permit per event	

Item		Specification	Qty	Unit price (Kshs)
	250.	Obtaining permits from the County Government and relevant Government Agency's for payment for branded staff publicizing the event (cost per branded personnel)	Per personnel	
	251.	Obtaining permits from the County Government and relevant Government Agency's for payment and stamping of CA fliers for distribution (cost per flier)	Per flier	
	252.	Obtaining permits from the County Government and relevant Government Agency's the funfair (cost per roadshow)	Per roadshow	
Catering	253.	The outsourcing of catering to include 5-course menu, food, drinks and service from five star hotels. For the purpose of this tender, the proposed menu should in the very least comprise of: Salads, soup, proteins, carbohydrates, vegetables, dessert and drink (Cost per pax)	Per pax	
	254.	The outsourcing of catering to include 3- 5-course food, drinks and service from highly reputable hotels. For the purpose of this tender, the proposed menu should in the very least comprise of: Salads, soup, proteins, carbohydrates, vegetables, dessert and drink (Cost per pax)	Per pax	
	255.	The outsourcing of outside catering to include 5 course menu, food, drinks and service from reputable hotels outside catering fee. For the purpose of this tender, the proposed menu should in the very least comprise of: Salads, soup, proteins, carbohydrates, vegetables, dessert and drink (Cost per pax)	Per pax	
	256.	The outsourcing of outside catering to include 3- 5 course food, drinks and service from reputable hotels outside catering fee. For the purpose of this tender, the proposed menu should in the very least comprise of: Salads, soup, proteins, carbohydrates, vegetables, dessert and drink (Cost per pax)	Per pax	
	257.	The outsourcing of 5 star continental/ English breakfast (cost per pax)	Per pax	
	258.	The outsourcing of enhanced breakfast (high tea) to include 5 star continental/ English breakfast (Cost per pax)	Per pax	

Item		Specification	Qty	Unit price (Kshs)
	259.	The outsourcing and provision of full conference package to include writing materials, water, mints, teas and lunch from a highly reputable hotel (cost per pax)	Per pax	
	260.	The outsourcing of cocktail with enhanced décor and menu including curving, bitings including vegetarian menu at a highly reputable hotel (cost per pax)	Per pax	
	261.	The outsourcing of cocktail refreshments at a highly reputable hotel (a maximum cost per person is Kshs 4,000) to be billed as per consumption	Per pax	
	262.	The outsourcing of catering to include 5-course dinner menu, food, drinks and service from five star hotels. For the purpose of this tender, the proposed menu should in the very least comprise of: Salads, soup, proteins, carbohydrates, vegetables, dessert and drink (Cost per pax)	Per pax	
	263.	The outsourcing of catering to include 3- 5 course dinner menu, food, drinks and service from reputable hotels. For the purpose of this tender, the proposed menu should in the very least comprise of: Salads, soup, proteins, carbohydrates, vegetables, dessert and drink (Cost per pax)	Per pax	
Entertainment	264.	The outsourcing of live band with knowledge of wide range of music to entertain guests that cut across all age brackets to play in the very least contemporary, soul, country, rock and rumba music etc. per day	Per band per day	
	265.	The outsourcing dancers/ acrobats per day	Per group per day	
	266.	The outsourcing skaters per day	Per group per day	
	267.	The outsourcing of DJ services per day guests that cut across all age brackets to play in the very least contemporary, soul, country, rock and rumba music etc. per day	per day	
	268.	The outsourcing of children's entertainment to include puppets, jumpsuits, dress-up, gamming stations,	Per setup per day	

Item		Specification	Qty	Unit price (Kshs)
		bouncing castles, camel and horse ride,digital gaming e.t.c		
	269.	The hire and set up of photo booth and photo booth props and instant print out of photos on predesigned, preapproved design background for full day hire	Per booth per day	
	270.	The outsourcing of stand up comedian per day	per day	
	271.	The outsourcing of a choir to entertain guests that cut across all age brackets to play in the very least contemporary, soul, country, rock and rumba music etc. per day	per day	
Moderator (Conferences, meetings, forums)	272.	The scouting and securing of moderator based on brief of the event. Indicate fees. (Provide names of 3 proposed moderators and indicate the rates of the one with heightened charges/fees). In the very least, the moderator should possess the following characteristics: Is Neutral: Possess ability to respect open dialogue and encourage a balanced view of the subject matter under discussion: Authoritative: Ability to manage the speakers and control the audience: Confident: Ability to present matters confidently and be at ease with various medium (TV/ radio coverage): Spontaneous and flexible: Knowledgeable: Possess hands on knowledge on ICT regulation, Consumer protection, communication technology and services and ability to acquire requisite in depth knowledge on the forum subject matter: Understanding—the moderator should take time to familiarize him/herself with the goals of the forum: Prepare report of the forum as per terms of reference in this document	Per moderator per event	
	273.	Moderator Transport cost per day costs will dependable on the location of the event	Per day	
	274.	Moderator Accommodation Cost per day	Per day	

Item		Specification	Qty	Unit price (Kshs)
Master of Ceremony	275.	The scouting and securing of MC based on brief of the event and specifically provision of MC Services during CA Corporate events Indicate fees (Allowances) (Provide names of 3 proposed MC's and indicate the rates of the one with heightened charges/fees). In the very least, the MC should possess the following characteristics: Is time conscious: Possess ability to respect proposed program and progress activities as scheduled. Humorous: is sociable and able to engage participants. Confident: Ability to present matters confidently and be at ease with various medium (TV/ radio coverage): Spontaneous and flexible: Knowledgeable: Possess hands on knowledge on ICT regulation, communication technology and services and ability to acquire requisite in depth knowledge on the theme of the event: Understanding: the MC should take time to familiarize him/herself with the objectives of the event. Stand up comedy would be an added advantage	Per MC per event	
	276.	MC Transport cost per day as guided by CA 3 rd party payouts	Per day	
	277.	MC Accommodation Cost per day as guided by CA 3 rd party payouts	Per day	
Panelists:	278.	The identification, scheduling and fees (Allowances) of panelists to participate in CA event. The disbursement to panelists shall be made as and when directed by CA. A nominal fee of KShs. 10,000.00 per panelist.as guided by CA 3 rd party panelist payouts and guided as per SRC guidelines Issue payment vouchers/receipt confirming panelist has been facilitated.(Rate per panelist)	Per panelist	
	279.	Accommodation and transport allowance per night. A nominal fee of Kshs. 10,000.00 per night to be disbursed upon arrival and as directed by CA. Issue Payment vouchers/receipt confirming panelist has been facilitated.(Rate per panelist)	per night	

Item		Specification	Qty	Unit price (Kshs)
Sign Language Interpreters	280.	Interpreters Fees: The provision of professional Kenya sign language interpretation services The interpreters should in the very least be members of the Kenya Sign Language Association and recommended by the Kenya National Association of the Deaf. Please note that the interpretation will be carried out in both English and Kiswahili and may be technical in nature.	Per interpreter per day	
	281.	Accommodation and transport for Sign language interpreters per night	Per interpreter per night	
Hostesses	282.	Identification and provision of hostess services (per day) to direct guests in venue location, airport reception, event reception, provision of hospitality service, collection of feedback forms participants, hand washing and sanitizing stations etc.	Per hostess per day	
	283.	Hostess Attire- The design, production and delivery of decently designed attire to suit the occasion and stitched on cotton/ polyester fabric and shoes (Designs and accessories MUST be approved by CA)	Per set	
Road Show Personnel	284.	Supervisor: The costs associated with supervising the day to day execution of the roadshow plans and as approved road show plan	Per person per day	
	285.	MC: The provision of MC Services during the roadshow route as to publicize the County ICT Forum as per the brief. The MC should be popular personality and preferably known by the County residents and shall be stationed on the Roadshow truck/rig	Per MC per day	
	286.	Entertainers/ Dancers/ skaters: Provision of professional entertainment services in the very least incorporate dancers, professional skaters during roadshow to draw crowds to roadshow as per brief.	Per person per day	
	287.	Road Show Staff: The distribution of fliers and provision of information to the public about the forum at road show route	Per person per day	
	288.	Security: The provision of security services during the road shows and co-	Per person per day	

Item		Specification	Qty	Unit price (Kshs)
		ordination of security with Law enforcement as and when required.		
	289.	DJ: Provision of DJ services to draw crowds to the road show and publicize about the County ICT Forum as per brief	Per DJ per day	
Event personnel	290.	Casuals for the execution of various assignments as per brief e.g. cleaning of venue e.t.c-Preferably Local community	Per person per day	
	291.	Labors & personnel costs for setting tents for 20-50 50-100,100-200,300-500	Per setup	
Airport reception Services (Meet and greet for VIP guests)	292.	Provision of airport reception services per day, these are costs over and above the cost of hostesses with well-spaced shifts with clearly labeled pagers, trained by KAA	Per shift per day	
Add 10% of the total unit cost for event management and administration costs				
A. Sub-total cost				
B. Add levy order 0.03% of (A)				
C. Add 16% VAT of (A)				
Grand total cost i.e (A+B+C) to be carried to the form of tender				

3 Tender Evaluation (ITT 35)

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

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

4 Multiple Contracts

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

OPTION1

- i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.

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

OPTION 2

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combinations with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

5 Alternative Tenders (ITT 15.1)

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

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

6 MARGIN OF PREFERENCE

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

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

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

- v) Contractors key equipment listed on the table “Contractor's Equipment” below and more specifically listed as *[specify requirements for each lot as applicable]* _____

- vi) Other conditions depending on their seriousness.

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

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

b) **Pending Litigation**

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

c) **Litigation History**

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last _____ *(Specify years)*. All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the year's 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

1. FORM OF TENDER

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

INSTRUCTIONS TO TENDERERS

- i) *All italicized text is to help the Tenderer in preparing this form.*
- ii) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.*

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

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

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

To: [Insert complete name of Procuring Entity]

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

Option1,in case of one lot: Total price is:[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];

Or

Option 2, in case of multiple lots:(a)Total price of each lot[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (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];*
- l) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, r gratuity].*

Name of Recipient	Address	Reason	Amount

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

- a) *[Delete if not appropriate, or amend to suit]* We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.
- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- p) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent tender Determination" attached below.
- q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ *(specify website)* during the procurement process and the execution of any resulting contract.
- r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- Tenderer's Eligibility; Confidential Business Questionnaire—to establish we are not in any conflict to interest.
 - Certificate of Independent Tender Determination—to declare that we completed the tender without colluding with other tenderers.
 - Self-Declaration of the Tenderer—to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

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

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

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

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

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

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

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

i) TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

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

a) Tenderer's details

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

General and Specific Details

b) Sole Proprietor, provide the following details.

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

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

i) Private or public Company _____

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

Nominal Kenya Shillings (Equivalent)

Issued Kenya Shillings (Equivalent)

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

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

ii) **Conflict of interest disclosure**

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

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

f) Certification

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

Full Name_____

Title or Designation_____

(Signature)

(Date)

ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

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

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

Name _____

Title _____

Date _____

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

iii) SELF-DECLARATION FORMS

FORM SD1

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

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

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

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

FORM SD2

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

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

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

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

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....

Sign.....

Position.....

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

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

Sign.....

Date.....

iv) APPENDIX1-FRAUDANDCORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.
- 2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:
- 1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
 - 2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;
 - 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
 - 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
3. An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
- a) Shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) Shall not be a subcontractor for the tender to whom was awarded contract, or a member of the group of tenders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
4. An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 4.1 If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the a warding 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 award¹ 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 inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
 - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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

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

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

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

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

Beneficiary: _____

Request for Tenders No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

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

[signature(s)]

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

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of _____ under Request for Tenders No. _____ (“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE of [**Name of Insurance Company**] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

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

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

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

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Witness]

[Signature of the Guarantor]

[Seal]

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

TENDER-SECURING DECLARATION FORM

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

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

Submission]

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

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

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

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

Signed:.....

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

Name:

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

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

Seal or stamp

QUALIFICATION FORMS

6 FOREIGN TENDERERS 40% RULE

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

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

7. FORM EQU: EQUIPMENT

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

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

Omit the following information for equipment owned by the Tenderer.

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

8. FORM PER - 1

Contractor's Representative and Key Personnel Schedule

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

Contractor' Representative and Key Personnel

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

9. FORM PER-2:

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

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

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

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

DECLARATION

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

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

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

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

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

Name of Contractor's Representative or Key Personnel: _____*[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION

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

10 FORM ELI -1.1

Tenderer Information

Form

Date: _____

ITT No. and title: _____

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

11. FORM ELI -1.2

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

Date: _____

ITT No. and title: _____

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

12. FORM CON –2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

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

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	

Litigation History in accordance with Section III, Evaluation and Qualification Criteria

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

13. FORM FIN – 3.1: Financial Situation and Performance

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title:

Financial Data

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

*Refer to ITT 15 for the exchange rate

Sources of Finance

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

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

Financial documents

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

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

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

¹If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

14. FORM FIN – 3.2:

Average Annual Construction Turnover

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

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

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

15. FORM FIN–3.3:

Financial Resources

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

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

16 FORMFIN-3.4:

Current Contract Commitments / Works in Progress

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

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

17. **FORM EXP-4.1**

General Construction Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

_____ Page _____ of

_____ pages

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

18 FORM EXP -4.2(a)

Specific Construction and Contract Management Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

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

19. FORMEXP-4.2(b)

Construction Experience in Key Activities

Tenderer's Name: _____

Date: _____

Tenderer's JV Member Name: _____

Sub-contractor's Name³ (as per ITT35): _____

ITT No. and title: _____

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

1. Key Activity No One: _____

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	Kenya Shilling			
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

³If applicable

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	
1	
2	
3	
4	
5	

2 Activity No. Two

3.

SCHEDULE FORMS

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

TERMS OF REFERENCE ON CONCEPTUALISATION AND EXECUTION OF CORPORATE EVENTS AND CONSUMER EDUCATION AND OUTREACH ACTIVITIES

1.0 INTRODUCTION

The Communications Authority of Kenya (CA) is the regulatory authority of the Information and Communications Technology (ICT) sector in Kenya with regulatory oversight over the provision of telecommunications, radio communications, broadcasting, electronic transactions, the Country's numbering and frequency spectrum resources as well as postal and courier services. CA is also mandated to protect the interests of consumers of these services.

2.0 BACKGROUND

In fulfillment of its consumer protection mandate, the Authority, among other activities empowers consumers of communication services with knowledge and skills to enable them make informed purchase and use decisions in the market and specifically meet the following consumer education objectives:

- To enable consumers interpret available information and make informed discerning and responsible consumer choices
- To enable consumers to know their basic rights and responsibilities
- To enable consumers analyze consumer information
- To enable consumers develop confidence and skills to complain effectively and resolve problems related to communication services
- To provide information that will enable consumers to know where to seek help and advice when necessary
- To enable consumers recognize the wider social and economic impact of their decisions.

In light of the strategic regulatory role that CA plays in the ICT sector, it is important that it is visible, well understood and highly regarded. These factors are crucial for maintaining stakeholder's confidence in the ICT sector and thus sustain and enhance investor confidence. Visibility and good perception are critical in ensuring that consumers have sufficient confidence in CA, and thus encourage aggrieved users of ICTs to, where necessary, seek regulatory redress. It is thus crucial that any initiative that the Authority undertakes meets the highest set standards so as to increase /maintain the current perception index.

In addition to the consumer protection mandate, the Authority, through the Consumer and Public Affairs Department, undertakes reputation-building and promotional activities, including:

- Participating in relevant exhibitions and industry trade fairs.
- Availing ICT relevant information materials on the Authority and industry to the public through public engagement forums, conferences and meetings
- Coordinating and managing corporate events, functions, official visits to other organizations and by other visitors to the Authority
- Coordinating Corporate Social Responsibility Programmes, etc.
- Undertaking stakeholder consultations.

During any financial year, the Authority undertakes the following types of corporate and consumer education activities.

Some of these activities are scheduled while others are in support of the Authority's brand building activities and serve to increase visibility and an increase in the level of awareness on the mandate of the Authority. These events include but are not limited to:

1. International events, symposiums, meeting and conferences hosted locally
2. Stakeholder forums, meetings and conferences
3. Consumer Forums

4. Local and international Exhibitions
5. Launch Events
6. Road shows
7. Sporting events (games, marathons, charity walks and runs e.t.c)
8. Corporate Special Responsibility events
9. Presidential and VVIP events
10. Family Fun days
11. Staff parties
12. Retreats and team building activities
13. Dinners and cocktail events
14. Award ceremonies

3.0 EXECUTION OF CORPORATE EVENTS AND CONSUMER EDUCATION AND OUTREACH ACTIVITIES

The Authority thus seeks to engage providers of event management services to conceptualize and execute the above-mentioned corporate events and consumer education and outreach activities. The event organizer(s) shall be expected to work together with the **Director/Corporate Communications (D/CC)** located at CA Headquarters who shall facilitate collaboration with Director/ Public Education and Awareness and Director/ Consumer Protection and Advocacy and or their representatives including Regional Managers, as and when required.

At the moment, the Authority has four (4) regional offices i.e. Eldoret, Mombasa, Kisumu and Nyeri each having a jurisdiction that spans various counties.

The event organizer shall in the very least be expected to understand and undertake the following key elements:

1. Review and understand the brief on the various events as presented by the Communications Authority of Kenya;
2. Conceptualize the execution of the events
3. Designate a CA Account Manager, to be main liaison for management of all events;
4. Participate in briefing meetings virtually or at the CA's HQ Office on Waiyaki Way Westlands, Regional Offices in Eldoret, Mombasa, Nyeri or Kisumu, or at the event venues, as may be agreed upon;
5. Participate/ accompany the Authority staff to various preparatory meetings as required; either at CA's HQ Office, regional offices or where advised;
6. Provide professional advice and or raise any clarifications required from the brief of the event;
7. Source for all items as required for event as per the brief;
8. Mobilize participants for various events as detailed in brief;
9. Conceptualize and provide event management services as per brief;
10. Prepare and present an events management plan for the execution of each event for approval by the Authority;
11. Demonstrate how the execution of the event shall adhere to Public Health Protocols and guidelines, as applicable;
12. Undertake a dry-run of event when this is required;
13. Execute the event as per approved event management plan and write a report as per predetermined format;
14. Prepare and present an outline of the event report to be prepared for approval by the Authority;
15. Participate in evaluation meeting as required.

Procurement Schedule

No.	Description	Quantity	Delivery Schedule
1.	Two Year framework contract for provision of event management and related services during corporate and consumer education outreach activities with contract	All parts of the country	On Need Basis

	renewable for a further one (1) year subject to satisfactory performance		
--	--	--	--

SCHEDULE OF ACTIVITY/SCOPE OF THE WORK

Item		Specification
Pre-Event Scouting		
Conceptualization of event	1.	The development of event concept to facilitate the successful execution of event. Develop event plan, schedule of event, program, event management plan
	2.	The design, development and execution of an unveil concept-in 2D & 3D format
	3.	The design, development and execution of a visual/animated, 3D video unveil concepts
Scouts	4.	Wages for scouts to undertake planning prior to event at venue location/county to facilitate identification of venue, guests, invitation delivery, guests mobilization and confirmations (RSVP)- (Wage per person per day)
Logistics Vehicle	5.	Hire of vehicle for use by scouting team prior to event for use within event location/county (car hire per day of upper limit of 1800cc)
County and Government Agency Permits	6.	Obtaining permits from the County Government and relevant Government Agency's for carrying out the event (Especially outdoor events such as road shows, exhibitions, outdoor forums etc.)
	7.	Obtaining permits from National Environmental Management Agency, Kenya Copyrights Board, Music Society of Kenya etc.
	8.	Branded Personnel publicizing the event: Obtaining, payment and approval from the county Government for the roadshow staff publicizing the event.
	9.	Fliers: Obtaining (and stamping) county permit for the distribution of CA fliers per county based on the approve route plan
	10.	Truck Funfair: Obtaining, payment and approval from the county Government for the truck funfair as per approved route map.
	11.	Road Show personnel branding: The branding of all roadshow personnel as per brief
Transport	12.	Provision of transport for all set up items (Quote per KM. Costing shall be done based on the brief that shall detail the venue of the event with CA Center as the reference point)
Invitation and RSVP of guests	13.	The printing, hand delivery of guest invitation cards, letters and/or publicity materials -
	14.	Printing of invitation cards on A5 glossy/matte art paper 350 GSM printed on both sides and branded envelope printed in full color
	15.	Design and production of hand made invitation cards as per brief
	16.	Design, production and transmission of electronic invitation e-cards as per brief
	17.	Hand delivery of invitation cards to guests identified by the scouts/CA as per event brief (1-100 cards)
	18.	Hand delivery of invitation cards to guests identified by the scouts/CA as per event brief (1-100 cards)
	19.	Hand delivery of invitation cards to guests identified by the scouts/CA as per event brief

Item		Specification
	20.	Hand delivery of invitation cards to guests identified by the scouts/CA as per event brief
	21.	Confirmation of Guests and preparation of final confirmation list-via calling ,email, e-shots-digital RSVP
	22.	The design, production and delivery of badges and lanyards for participants and events crew (each)
Event Administration	23.	Administration of the events as per brief of the event (A percentage of the total value of the event). This should cater for all event management costs execution of the event.
Event Logistics	24.	Costs for organization, planning and logistical meetings in the county (A percentage of the total value of the event). This should cater for all personnel costs for staff required for set up of the event.
Venue Set-up		
Venue Hire	25.	Fees for hire of indoor venue per day (Inclusive of costs for set up and setting down days)
	26.	Fees for hire of outdoor venue per day (Inclusive of costs for set up and setting down days)
	27.	Fees for exclusive hire of outdoor public venue for 2days (Inclusive of costs for set up and setting down days)-depends with the nature, location of the event
	28.	Fees for exclusive hire of route course/route inclusive of traffic/security clearance (Inclusive of costs for set up and setting down days)- rate per day
Tents	29.	Hire, supply, delivery and mounting of 500 seater high peak dome tent with ceiling and side walls
	30.	Hire, supply, delivery and mounting of 300 seater high peak dome tent with ceiling and side walls
	31.	Hire, supply, delivery and mounting of 6x6 B-line tents to accommodate 50pax with ceiling and side walls
	32.	Hire, supply, delivery and mounting of 10mx10m tents b-line to accommodate 100 pax with ceiling & walls
	33.	Hire, supply, delivery and mounting of 100 seater high peak white tent with side curtains and ceiling
	34.	Hire, supply, delivery and mounting of 20 to 100 seater stretch tent - cream, white colors
	35.	Hire, supply, delivery and mounting of 100 to 200seater white stretch tent cream, white
	36.	Hire, supply, delivery and mounting of 200-300 seater white,cream stretch tent
	37.	Hire, supply, delivery and mounting of 300-500 seater white cream stretch tent
	38.	Hire, supply, delivery and mounting of 100-200 seater marque tent with ceiling and side walls
	39.	Hire, supply, delivery and mounting of 200-300 seater marque tent with ceiling and side walls
	40.	Hire, supply, delivery and mounting of 300-500 seater marque tent with ceiling and side walls
	41.	Hire, supply, delivery and mounting of 100 seater white tent for kitchen area

Item		Specification
	42.	Hire, supply, delivery and mounting of 20-100 seater alluhall tent with ceiling and side walls with either clear or solid roof depending on the nature of the event, height at least 4m H peak height of 7.5m Length per section 5m L width from 15m ,20m,25m & 30m options
	43.	Hire, supply, delivery and mounting of 100-200 seater alluhall tent with ceiling and side walls with either clear or solid roof depending on the nature of the event height at least 4m H peak height of 7.5m Length per section 5m L width from 15m ,20m,25m & 30m options
	44.	Hire, supply, delivery and mounting of 300-500 seater alluhall tent with ceiling and side walls with either clear or solid roof depending on the nature of the event height at least 4m H peak height of 7.5m Length per section 5m L width from 15m ,20m,25m & 30m options
	45.	Hire, supply, delivery and mounting of 50 seater gazebo tent with ceiling and side walls
	46.	Hire, supply, delivery and mounting of 20-100 seater igloo tent with ceiling and side walls
	47.	Hire, supply, delivery and mounting of 100-200 seater igloo tent with ceiling and side walls
	48.	Hire, supply, delivery and mounting of 300-500 seater igloo tent with ceiling and side walls
	49.	Hire, supply, delivery and mounting of raised rubber flooring charged per square meter
	50.	Hire, supply, delivery and mounting of 100-200,300-500 glass panel Aluhall tents seater tent (Other types) with ceiling and side walls with either clear or solid roof depending on the nature of the event-change additional height at least 4m H peak height of 7.5m Length per section 5m L width 20M width span only
	51.	Hire, supply, delivery and mounting of 3mx3m or 4mx4m B-line tents (Other types) with ceiling and side walls
	52.	Hire, supply, delivery and mounting of 100-200,300,500 Milux tent seater tent (Other types) with ceiling and side walls with either clear or solid roof depending on the nature of the event with a height of at least 4m , peak height of above 7m and span of 5m Length per section
	53.	Hire, supply, delivery and mounting of 10 to 20 seater cheese tents seater tent (Other types) with ceiling and side walls
	54.	Hire, supply, delivery and mounting of Parasols
	55.	Hire, supply, delivery and mounting of 400-500 seater tent (Other types) with ceiling and side walls
	56.	Hire, supply, delivery and mounting of >500 seater tent (Other types) with ceiling and side walls
Tables	57.	Hire, supply and delivery of dressed rectangular tables 2Mx 0.6M (Various Colors and shall be based on brief)
	58.	Hire, supply and delivery of dressed rectangular conference tables (Various Colors and shall be based on brief)
	59.	Hire, supply and delivery of dressed rectangular food service tables (Various Colors and shall be based on brief)
	60.	Hire, supply and delivery of rectangular tables for catering and kitchen service

Item		Specification
	61.	Hire, supply and delivery of dressed round tables - 10 seater (Various Colors and shall be based on brief)
	62.	Hire, supply and delivery of dressed round tables - 8 seater (Various Colors and shall be based on brief)
	63.	Hire, supply and delivery of dressed square cocktail tables (Various Colors and shall be based on brief)
	64.	Hire, supply and delivery of dressed rectangular banquet tables 2Mx 0.6M (Various Colors and shall be based on brief)
	65.	Hire, supply and delivery of marble coffee table (Various Colors shall be based on brief)
	66.	Hire, supply and delivery of side stool (Various Colors shall be based on brief)
	67.	Hire, supply and delivery of glass top coffee table (Various Colors shall be based on brief)
	68.	Hire, supply and delivery of glass top side stool (Various Colors shall be based on brief)
	69.	Hire, supply and delivery of lounge side stool (Various Colors shall be based on brief)
	70.	Hire, supply and delivery of lounge table (Various Colors shall be based on brief)
	71.	Hire, supply and delivery of rectangular lounge table (Various Colors shall be based on brief)
	72.	Hire, supply and delivery of lounge side stool (Various Colors shall be based on brief)
Chairs	73.	The Supply and delivery of lux chairs -choice of different colors
	74.	The Supply and delivery of wooden cross back chairs
	75.	Supply and Delivery of Chiavari Chairs (Various Colors) with covered cushion/pad
	76.	Supply and Delivery of foldable plastic chairs (Various Colors shall be based on brief)-
	77.	Supply and Delivery of dressed plastic armless chair (Various Colors shall be based on brief)
	78.	Supply and Delivery of dressed plastic armless baby/children chairs (various colours shall be based on brief)
	79.	Supply and Delivery of white wooden folding chairs (Various Colors shall be based on brief)
	80.	Supply and Delivery of draped banquet chairs (Various Colors shall be based on brief)
	81.	Supply and Delivery of high back executive leather swivel chair
	82.	Supply and delivery of plain banquet chairs
	83.	Supply and Delivery of high back executive leather chair
	84.	Supply and delivery of plain velvet banquet chairs
	85.	Supply and Delivery of seven seater leather lounge seats
	86.	Supply and Delivery of one seater leather lounge leather seat
	87.	Supply and Delivery of two seater leather lounge seats
	88.	Supply and Delivery of three seater leather lounge chairs
Stools	89.	Supply and Delivery of wooden bar stools Various Colors)

Item		Specification
	90.	Supply and Delivery of Rattans bar stools (Various Colors shall be based on brief)
	91.	Supply and Delivery of wooden Barrels (Various Colors shall be based on brief)
	92.	Supply and Delivery of standard side stools (Various Colors shall be based on brief)
	93.	Supply and Delivery of coffee tables-wooden /glass
Podium and Lectern	94.	Supply and delivery of branded aluminum truss/wooden lectern (branded as per brief)
	95.	Supply and delivery of digital Lectern/podium (branded as per the brief)
	96.	Supply and delivery of branded dressed winner podium (branded as per brief)
	97.	Hire, supply and delivery of Quality Pa system 10”12”15” with Yamaha, Bose, RCF speakers or equivalent speakers and 2 Shure/Sennheiser Wireless mics or equivalent with stands Yamaha, Midas, Allen Heath Digital mixer (no analogue)- 50 Pax
	98.	Hire, supply and delivery of Quality PA system,10”12”15” inch with Yamaha, Bose, RCF speakers or equivalent and 2 Shure/Sennheiser Wireless mics with stand Yamaha, Midas, Allen Heath Digital mixer (no analogue s - 50 -100 Pax
	99.	Hire, supply and delivery of Quality sound system,10”12”15” with Yamaha, RCF, Bose, RCF speakers and Shure/Sennheiser Wireless mics with 5G capabilities with stands 32 to 48 channel Yamaha, Midas, Allen Heath Digital mixer with a stage box or equivalent (no analogue)- 100- 300 Pax
	100.	Hire supply and delivery of quality Subs 12”15”18”22”-RCF, Yamaha, Bose all equivalent
	101.	Hire, supply and delivery of Quality sound system, with Yamaha, RCF, Bose, RCF speakers and Shure/Sennheiser Wireless mics with 5G capabilities with stands 32 to 48 channel Yamaha, Midas, Allen Heath Digital mixer with a stage box or equivalent (no analogue)- 100- 300 Pax300- 500 Pax
	102.	Hire, supply and delivery of wireless microphone with. 5G capabilities at least Shure/Sennheiser or equivalent professional mics
	103.	Hire, supply and delivery of 5G Digital interactive wireless table microphone (per piece) with capability to interact with the user at the control desk, to be muted at the chairman control capability of login, log out time ,vote, language,& other setting
	104.	Hire, supply and delivery of lapel pin microphones/ lavalier microphones, with receivers and transmitters - with additional cabling (XLR cabling to cameras) (per piece)
	105.	Supply of 5Gwifi full digital conference microphones
	106.	Supply of infrared IR receiver unit
	107.	Hire, supply and delivery of headset microphone
	108.	Hire supply of quality earworm headphones
	109.	Hire supply conference extension controller with Ap transmitter
	110.	Hire supply of inn ear monitors -Shure, Sennheiser, Mackie etc.
	111.	Hire supply of IR radiators of at least 30m radius each

Item		Specification
	112.	Hire, supply and delivery of wireless microphone with stand
	113.	Hire supply of translation booths international standard
	114.	Hire supply translation systems with headphones
	115.	Hire, supply and delivery of LCD Projector: 2500-3000 Lumens
	116.	Hire supply translators of different languages- i.e French Portuguese, Italian etc.
	117.	Hire, supply and delivery of LCD Projector: 3000 -4000Lumens
	118.	Hire, supply and delivery of LCD Projector: 4000 -5000Lumens
	119.	Hire, supply and delivery of LCD Projector: 5000 -6000Lumens
	120.	Photography- 300 Photos presented in booklet form 300 on hard drive per day
	121.	Videography (Per Video Camera): Deliver video on Hard drive , Broadcast quality
	122.	The supply and delivery of video camera with complete ENG kit (HD camera- with batteries and charger, lenses, camera support, monitoring, on board light and audio package - 2 lapel mics, shotgun microphone, boom pole, mixer, headphones)
	123.	The supply delivery, mounting and use of Video Camera Crane (Each)
	124.	The supply, delivery and mounting of WI-FI,routers, fiber cabling ,patch cords, cat cables ,sfps, grand stream, access points
	125.	Hire, supply delivery of video and audio data mixing and switching with capacity to Live Streaming on projection screens per event
	126.	Live Web Streaming per event
	127.	Cloud storage per event
	128.	Supply of 1T back up hard drive
	129.	Supply & delivery of clean, Crystal-clear picture (no dead pixel's bulbs) Live Feed, Presentations, Video streaming, logo, backdrop with capability to present clear EXCEL sheet, word document with no background lines indoor LED screen with capability to curve -+ 10 degrees- with all necessary cabling, processor and structures; With following specification or Equivalent panel size-500mmx500mm Pixel pitch-2.6mm and below Led type ;3 in 1 black SMD Brightness;800cd/m Pixel per panel 192x192pixels Module W250mmxH250mm Recommended viewing distance > _2.6m Material -Die cast Aluminum Horizontal/vertical viewing angle-160 degree Refresh rate 7,680@60hz Input frequency 50-60hz Scan method 1/24 Video frame rate 50/60 Costs charged per panel
	130.	Hire, Supply delivery and mounting of LED frameless Tv Screens with a stands 75" and necessary accessories
	131.	Hire, Supply, delivery and mounting of Touch Screens22.5" with stand

Item		Specification
	132.	Hire, Supply, delivery and mounting of Touch Screens 42" with stand
	133.	Hire, Supply, delivery and mounting of Touch Screens 55" with stand
	134.	Hire, Supply, delivery and mounting of frameless LED TV Screens 55 with the necessary accessories
	135.	Hire, Supply, delivery and mounting of frameless LED Tv 65 with necessary accessories
	136.	Hire supply, delivery and mounting of 75" Led frameless Tv with the necessary accessories
	137.	Hire, Supply delivery and mounting of outdoor backdrop LED Screen –(crystal clear picture no dead pixel bulbs) with all necessary cabling, processor and structure Specifications or Equivalent water/dust resistant led lamp 3 in 1 black SMD pixel pitch p3.9mm or below brightness 4500cd/m Refresh rate 3840@60 Hz Curve +10- Material; Die cast Aluminum Panel size 500mmx500mm or 1000mmx500mm Charged, per Square meter
	138.	Hire, Supply delivery and mounting of stand-alone Display/information Screen 55"
	139.	Hire, Supply delivery and mounting of Smart white board touch screen with the special pen 55'65'75' with the necessary accessories
	140.	Hire, Supply delivery and mounting of 360 degrees conference camera with voice ,audio recognition 4k
	141.	Hire, supply and delivery of projector screen (96"x96")
	142.	Hire, supply and delivery of projector screen (120"x120")
	143.	Hire, supply and delivery of Desktop computer (Minimum Specifications: Type: Workstation; Cabinet Form Factor: Tower; Processor Type: 11th Generation Core i5; Number of Cores: Quad-Core; Processor speed: Minimum 2.9-GHz; RAM: Minimum 8- GB; Hard Drive: Fixed; Hard Drive Formatted Capacity: Minimum 500GB-1 TB ; Optical Storage: DVD±RW; Screen Size (inches): Flat screen 15-17" TFT; Screen Technology: TFT active matrix; Audio Output: Sound card; Networking Data Link Protocol: Minimum 1 x Network - Ethernet 10Base-T/100Base-TX/1000Base; OS Provided: Minimum Genuine Windows 10 - 64 Bit , Running MS Office; I/O ports: Minimum of 6 Hi-Speed USB ports, one-serial port, Media Card Reader, Audio line out, RJ-45 port ; Key board: USB Standard keyboard with enhanced Quiet Keys; Wireless Mouse: 2 -Button USB Optical Mouse. The Computer should be supplied with associated cables.
	144.	Hire, supply and delivery of Laptop (Minimum Specifications; Type: Laptop Computer; Processor Type: Intel Core i7processor; 2.4 to 3.4Hz Memory: Minimum 16GB DDR3 memory; Hard Drive: Minimum 500GB-1TB; Optical Storage: DVD (+/-R); Screen Size: Between 13" and 15"; Audio Output: Sound card with standard stereo speakers, Microphones jack, Headphone jack (stereo); Networking:

Item		Specification
		HDMI,RJ-45 port that supports 10/100/1000BASE-T networks; Communication: Webcam and microphone built into LCD; Battery Technology: Lithium Ion Battery at least 6 Hours (6 cell) back up time; Power adapter to fit into the British standard 3-pin socket; I/O Ports : At least 3 USB,VGA, Audio I/ , RJ45, S-video, one serial port, HDMI port; Input devices: One USB Optical mouse; OS Provided: Genuine windows 10-11- 64-bit ; Build- in devises : Wireless LAN card, Bluetooth; Security: Please provide a Security Lock for the laptop computer. The Computer should be supplied with associated cables.
	145.	Audio Visual cabling VGA cables, Power cables, Audio cables, splitters, distribution points etc. (per meter) -
	146.	Numerous power sources for portable audiovisual equipment.
	147.	Numerous power sources for each exhibition tent audiovisual equipment.
	148.	Numerous power sources for each table at conference rooms
	149.	The supply delivery and use of wide-angle ENG broadcast cameras (XD Camera)with Three 1/2" Exmor R CMOS Sensors 4K 60p Recording Integrated 30x Optical Zoom Lens Electronic Variable ND Filter Supports XAVC Intra/Long, MPEG HD, DVCAM Supports S-Log 3 Supports HLG for an HDR Workflow Simultaneous 4K/HD Recording
	150.	The supply and delivery of Studio lights (with stands and diffusers) of variable intensity, LED or fluorescent Kino-flo Diva-Lite, or Tungsten, quartz, HMI.
	151.	The supply of talk back system for production and management use
	152.	The supply and delivery of secondary filler lights and spots, with diffusers and reflectors for background and filling
	153.	Provision of autocue for speeches management
	154.	Provision of studio auto script for studio management
Equipment	155.	The supply, delivery and installation of indoor fans
	156.	The supply, delivery and installation of water/Air coolers
	157.	The supply, delivery and installation of indoor A/Cs with minimum of 48000 BTU to 64000BTUs must include the indoor ,outdoor gas operated
	158.	The supply, delivery and installation of heaters
Generator and power distribution	159.	Supply and delivery of Power Generator Range 30 Kva,60Kva to provide uninterrupted silenced power supply
	160.	Supply and delivery of Power Generator 150KVA) to provide uninterrupted silenced power supply
	161.	Supply and delivery of Power Generator 250kva to provide uninterrupted silenced power supply
	162.	The design and deployment of power distribution system to support entertainment stages, PA systems, lighting, audio visual and refreshment areas for both indoor and outdoor events as per event brief

Item		Specification
	163.	Supply of automatic or manual change over system up to 300kva
	164.	Supply and delivery of power cables,distribution boards and power extensions for both indoor and outdoor events as per event brief
	165.	Supply and delivery of charging units for-phones, laptops distributed around the venue
Stage set up	166.	Hire, supply, delivery and assembly of adjustable Aluminum raised outdoor stage (per square meter) and risers/steps and ramp for the PWD
	167.	Hire, supply, delivery and assembly of adjustable aluminum raised indoor stage (per square meter) and risers/steps and ramp for the PWD
	168.	Hire, supply, delivery and assembly of adjustable aluminum concert outdoor stage (per square meter) and risers/steps and ramp for the PWD
	169.	Hire, supply, delivery and assembly of adjustable aluminum indoor conference stage (per square meter) and risers/steps and ramp for the PWD
	170.	Hire, supply, delivery and assembly of stage trussing/ rigging for Sound,Lighting and other utilities charged per meter
	171.	Hire ,supply ,delivery and assemble steel layher truss for rigging charged per square meter
	172.	Hire, supply, delivery and assembly of stage lighting moving heads of least 380W, LED spotlights, effects lighting, mood lights,camera Lights of at least 1k W,2kW,5K etc.)all Lights should be DMX enabled
	173.	Hire, supply, delivery and assemble digital lights mixer with a digital control panel -Tiger touch Digital,Grandma
	174.	The supply and delivery of 50 seater audience risers/bleachers for the placement of banqueting seats to ensure elevated platforms for seating (Per piece)
	175.	The supply delivery and stage fabrication of a raised stage of each basic size of 1.2x1.2m charged per sqm
	176.	The supply delivery of backdrop fabrication to fit the theme charged per sqm
	177.	The supply of wooden pallet furniture -Tables, chairs etc
Carpets, Flooring and Dance floors	178.	The supply delivery and installation of outdoor green turf carpet in event venue as per brief (All colours per square meter)
	179.	The supply delivery and installation of runner 2 Meter width carpet (per meter)
	180.	The supply delivery and set up of red VIP walkway 2 Meter width carpet (per meter)
	181.	The supply delivery and installation of cord tile carpet (per square meter)
	182.	The supply delivery and set up of raised wooden flooring with aluminum base rails
	183.	The supply delivery and installation of raised exhibition flooring (per square meter)

Item		Specification
	184.	The supply delivery and installation of Rubber like floor in various color (per square meter)
	185.	The supply delivery and installation of portable modular temporary (pro-floor)poly-propylene outdoor flooring (per square meter)
	186.	The supply delivery and installation of wooden vinyl carpet (per square meter)
	187.	The supply delivery and installation of dance floor (per square meter) Option Led ,Glass, wooden charged per sqm
Mineral Water	188.	Supply and delivery of branded mineral water (<500ml Each)- Max 2 logos in full color
	189.	Supply and delivery of branded mineral water (500ml Each)- Max 2 logos in full color
	190.	Supply and delivery of branded mineral water (1 Liter Each)- Max 2 logos in full color
	191.	Supply and delivery of branded mineral water (10 Liter Each)- Max 2 logos in full color including dispensers
	192.	Supply and delivery of branded mineral water (20 Liter)- Max 2 logos in full color including Water dispensers
	193.	Supply and delivery of branded white water dispenser
	194.	Supply and delivery of branded disposable 200ml water caps- Max 2 logos in full color
Surgical masks, thermometer and hand washing stations	195.	Supply and delivery of nonwoven surgical face masks
	196.	Supply and delivery of cloth face masks branded with 2 logos in full color (Printed)
	197.	Supply and delivery of cloth face masks branded with 2 logos in full color (Embroidered)
	198.	Supply and delivery of sanitizers (as per MoH guidelines)
	199.	Set up of hand washing and sanitizing stations (Hand sanitizers Only)
	200.	Set up of hand washing and sanitizing stations (Hand washing with soap and water , sanitizers, hand paper towels and disposal bins)
	201.	Supply and delivery of digital thermometers/Infrared thermometers (KEBS certified)/ free standing thermometer
Mobile Toilets	202.	Hire and set up of VIIP,VIP Mobile Toilets (double units- male and female) with adequate lighting, hand wash sink, with soap, hand towels, mirror and maintenance staff and toiletries (per day)
	203.	Hire and set up of Executive Mobile Toilets (double units- male and female),Single, PWD washrooms with adequate lighting, hand wash sink, with soap, hand towels, mirror and maintenance staff and toiletries (per day)
	204.	Hire and set up of single door Portaloo
Ambulance with Paramedics	205.	The hire of ambulance and paramedic services per day
Security and Crowd Control	206.	The supply and delivery of crowd control barriers and barricade tape (per barrier)

Item		Specification
	207.	The hire of security services and personnel to provide security for event (rate per personnel per day)
	208.	The hire of security services and armed personnel to provide security for event (rate per personnel per day)
	209.	The supply, delivery and installation of security screening machine to screen both event participants preferably walkthrough scanners and bag scanners, handheld scanners
Exhibition set up	210.	The supply, delivery, mounting and labeling of 3m x 3m x 2.5mH white exhibition shell scheme with 3 sides made with aluminum framing system into which the white lightweight panels slid, name Panels/Board, the design, printing and placement of signage on name panel/ board. The booth will be mounted on a carpeted floor and have 2 power sockets and adequate exhibition lighting
	211.	Provision of digital registration services, paperless registration system ,with QR code enabled ,scanners,mini printers
	212.	Provision of branded lanyards with pockets for the delegates exhibitors and the other personnel for easy identification and management
	213.	Provision of B2B match system where and when required
	214.	Provision of media center area equipment with tv sets, desks, power, and all the necessary amenities required in the media center
	215.	Provision of commercial printers and related stationery with capability of printing full color, back to back A3,A4,25 copies/minutes
	216.	Provision of an accreditation services to facilitate smooth registration for all the guests including delegates exhibitors ,visitors etc
	217.	The design and fabrication of exhibition hall, booth/area as per brief (3x3M exhibition area)
	218.	Supply of prefabricated exhibition stands
	219.	The design, fabrication of exhibition hall, booth/area as per brief. For the design of exhibition area, logo's, logo placement, paintwork, electrical and lighting, exterior branding, banner branding and décor in the CA tent area (cost per square meter)
	220.	The design and set up of virtual exhibition (including costs for the virtual application/apps/ software, Hosting, Embedding of CA creatives and branding, mobilization of exhibitors, briefings, training and briefing of exhibitors/ design and production of exhibitors manuals, Exhibitor self service portals where they can create and set up their own custom designs and exhibition area, embeded online webinars, organizer announcements, exhibitor chat sessions, exhibition statistics and analysis, Security features, IT support, attendees ticketing, networking platforms among other features)- Cost per exhibitor
Transport		Full Day hire and branding of courtesy bus to transport guests, panelists and other persons as per brief
Transport	221.	9 seater van

Item		Specification
	222.	14 seater van
	223.	25 seater shuttle bus
	224.	25-33 Seater shuttle bus
	225.	33-65 seater shuttle bus
Décor	226.	<p>The supply and provision of decor services that should have in the very least backdrops, canopies, fabric draping, banner branding, chair covers, cushions, tie backs, full room/tent fabric draping, ceremony décor, floral designs and arrangements, café; Lighting, up-Lighting, golden canopy lighting, fairy lighting, Edison lighting, flood lights, gobo projection / monogram lighting, lanterns with LED lights, crystal chandeliers, potted plants, table linen and overlays, branded napkin rings, branded tablemats centerpieces, floral arrangement, silver tray, tray cushion and scissors with bows and ribbon, party favors and giveaways, appropriate branded signage, banner branding, posters and snapper frames, buntings, media banners, street banners, branding of lifts floors, branding of walls, windows and other surfaces as appropriate in CA Corporate Colors (Royal Blue, Black, White) Digital migration Colors (Red, Black), Kikao Kikuu (Yellow, Black, Blue, White) Service charter colour (Magenta, Cyan and Egg Yolk Yellow) or as per brief.</p> <p>All these items are to be designed, produced, delivered and mounted as per brief.</p>
	227.	The design, production, placement, mounting or painting of buildings, surfaces and outdoor spaces in full colour as per brief and may include include exterior branding, signage/signboards, hand painting of exterior walls, arena roofs, pillars, crowd barricades, access gates e.t.c.
	228.	The design supply, delivery and mounting of standard size corporate flag and pole (Cost per flag)
	229.	The design supply, delivery and mounting of standard size corporate table flag and pole (Cost per flag)
	230.	The design supply, delivery and mounting of backdrop media banner cloth material with the aluminum frame and bag
	231.	The design supply, delivery and mounting of standard size corporate hand flag and pole (Cost per flag)
	232.	The design supply, delivery and placement of country name board holders and name cards
	233.	The design, supply, delivery and mounting of double sided heavy duty PVC buntings printed in Full color (cost per/m)
	234.	Provision of stand-alone display digital 55" screens for, information, advertising, programs etc
	235.	The supply delivery, branding and mounting of inflatable finish line arches with appropriate arch accessories
	236.	The purchase and placement of presidential portrait as per brief
Unveil Concept	237.	The design, production and mounting of embossed/engraved brass/silver/Perspex, toughened glass, wooden plaque 24'x18'

Item		Specification
	238.	The design, production and mounting of branded metal tags printed/ engraved/embossed in full colour 2'x1'
	239.	The development, presentation and execution of unveil concept for event as per brief (Cost per concept per event)
Unveil Kit	240.	The freestanding standing plaque unveil kit with curtains with pull cord operation at a comfortable height
	241.	The mounting of full length unveiling curtains fitted to a circular rail to facilitate the unveiling any stand alone artwork
	242.	The supply, delivery and mounting of spectacular unveil including but not limited to release of cluster of balloons, multicolored confetti, smoke, pyrotechnics bubbles, lighting low fog e.t.c
	243.	The supply delivery of launch mechanisms like rotating Tabe, automatic curtain , Hydraulic launchers
Road Show Truck and vehicles	244.	Hire and branding of 40ft road show truck to create publicity as per brief and based on preapproved route plan. Truck to be branded by supplier as per approved designs (cost of hire per day)
	245.	Hire and branding of 20ft road show truck to create publicity as per brief and based on preapproved route plan. Truck to be branded by supplier as per approved designs (cost of hire per day)
	246.	Hire and branding of 14 seater van to create publicity as per brief and based on pre-approved route plan. The van should be complete with PA system, power generator (costs of hire per day)
	247.	Hire and mounting of Public Address system in Road show truck and installation of Generator to power all equipment in road show
	248.	Hire and mounting of Public Address system in road show van and installation of Generator to power all equipment in road show
County and Government Agency Permits	249.	Obtaining permits from the County Government and relevant Government Agency's for carrying out indoor and outdoor events as per brief e.g. NEMA, KCB, KFC, KFCB etc.
	250.	Obtaining permits from the County Government and relevant Government Agency's for payment for branded staff publicizing the event (cost per branded personnel)
	251.	Obtaining permits from the County Government and relevant Government Agency's for payment and stamping of CA fliers for distribution (cost per flier)
	252.	Obtaining permits from the County Government and relevant Government Agency's the funfair (cost per roadshow)
Catering	253.	The outsourcing of catering to include 5-course menu, food, drinks and service from five star hotels. For the purpose of this tender, the proposed menu should in the very least comprise of: Salads, soup, proteins, carbohydrates, vegetables, dessert and drink (Cost per pax)
	254.	The outsourcing of catering to include 3- 5-course food, drinks and service from highly reputable hotels. For the purpose of this tender, the proposed menu should in the very least comprise of: Salads, soup, proteins, carbohydrates, vegetables, dessert and drink (Cost per pax)

Item		Specification
	255.	The outsourcing of outside catering to include 5 course menu, food, drinks and service from reputable hotels outside catering fee. For the purpose of this tender, the proposed menu should in the very least comprise of: Salads, soup, proteins, carbohydrates, vegetables, dessert and drink (Cost per pax)
	256.	The outsourcing of outside catering to include 3- 5 course food, drinks and service from reputable hotels outside catering fee. For the purpose of this tender, the proposed menu should in the very least comprise of: Salads, soup, proteins, carbohydrates, vegetables, dessert and drink (Cost per pax)
	257.	The outsourcing of 5 star continental/ English breakfast (cost per pax)
	258.	The outsourcing of enhanced breakfast (high tea) to include 5 star continental/ English breakfast (Cost per pax)
	259.	The outsourcing and provision of full conference package to include writing materials, water, mints, teas and lunch from a highly reputable hotel (cost per pax)
	260.	The outsourcing of cocktail with enhanced décor and menu including curving, bitings including vegetarian menu at a highly reputable hotel (cost per pax)
	261.	The outsourcing of cocktail refreshments at a highly reputable hotel (a maximum cost per person is Kshs 4,000) to be billed as per consumption
	262.	The outsourcing of catering to include 5-course dinner menu, food, drinks and service from five star hotels. For the purpose of this tender, the proposed menu should in the very least comprise of: Salads, soup, proteins, carbohydrates, vegetables, dessert and drink (Cost per pax)
	263.	The outsourcing of catering to include 3- 5 course dinner menu, food, drinks and service from reputable hotels. For the purpose of this tender, the proposed menu should in the very least comprise of: Salads, soup, proteins, carbohydrates, vegetables, dessert and drink (Cost per pax)
Entertainment	264.	The outsourcing of live band with knowledge of wide range of music to entertain guests that cut across all age brackets to play in the very least contemporary, soul, country, rock and rumba music etc. per day
	265.	The outsourcing dancers/ acrobats per day
	266.	The outsourcing skaters per day
	267.	The outsourcing of DJ services per day guests that cut across all age brackets to play in the very least contemporary, soul, country, rock and rumba music etc. per day
	268.	The outsourcing of children's entertainment to include puppets, jumpsuits, dress-up, gaming stations, bouncing castles, camel and horse ride,digital gaming e.t.c
	269.	The hire and set up of photo booth and photo booth props and instant print out of photos on predesigned, preapproved design background for full day hire
	270.	The outsourcing of stand up comedian per day
	271.	The outsourcing of a choir to entertain guests that cut across all age brackets to play in the very least contemporary, soul, country, rock and rumba music etc. per day

Item		Specification
Moderator (Conferences, meetings, forums)	272.	The scouting and securing of moderator based on brief of the event. Indicate fees. (Provide names of 3 proposed moderators and indicate the rates of the one with heightened charges/fees). In the very least, the moderator should possess the following characteristics: Is Neutral: Possess ability to respect open dialogue and encourage a balanced view of the subject matter under discussion: Authoritative: Ability to manage the speakers and control the audience: Confident: Ability to present matters confidently and be at ease with various medium (TV/ radio coverage): Spontaneous and flexible: Knowledgeable: Possess hands on knowledge on ICT regulation, Consumer protection, communication technology and services and ability to acquire requisite in depth knowledge on the forum subject matter: Understanding—the moderator should take time to familiarize him/herself with the goals of the forum: Prepare report of the forum as per terms of reference in this document
	273.	Moderator Transport cost per day costs will dependable on the location of the event
	274.	Moderator Accommodation Cost per day
Master of Ceremony	275.	The scouting and securing of MC based on brief of the event and specifically provision of MC Services during CA Corporate events Indicate fees (Allowances) (Provide names of 3 proposed MC's and indicate the rates of the one with heightened charges/fees). In the very least, the MC should possess the following characteristics: Is time conscious: Possess ability to respect proposed program and progress activities as scheduled. Humorous: is sociable and able to engage participants. Confident: Ability to present matters confidently and be at ease with various medium (TV/ radio coverage): Spontaneous and flexible: Knowledgeable: Possess hands on knowledge on ICT regulation, communication technology and services and ability to acquire requisite in depth knowledge on the theme of the event: Understanding: the MC should take time to familiarize him/herself with the objectives of the event. Stand up comedy would be an added advantage
	276.	MC Transport cost per day as guided by CA 3 rd party payouts
	277.	MC Accommodation Cost per day as guided by CA 3 rd party payouts
Panelists:	278.	The identification, scheduling and fees (Allowances) of panelists to participate in CA event. The disbursement to panelists shall be made as and when directed by CA. A nominal fee of KShs. 10,000.00 per panelist as guided by CA 3 rd party panelist payouts and guided as per SRC guidelines Issue payment vouchers/receipt confirming panelist has been facilitated.(Rate per panelist)
	279.	Accommodation and transport allowance per night. A nominal fee of KShs. 10,000.00 per night to be disbursed upon arrival and as directed by CA. Issue Payment vouchers/receipt confirming panelist has been facilitated.(Rate per panelist)
Sign Language Interpreters	280.	Interpreters Fees: The provision of professional Kenya sign language interpretation services The interpreters should in the very least be members of the Kenya Sign Language Association and recommended by the Kenya National Association of the Deaf. Please note that the

Item		Specification
		interpretation will be carried out in both English and Kiswahili and may be technical in nature.
	281.	Accommodation and transport for Sign language interpreters per night
Hostesses	282.	Identification and provision of hostess services (per day) to direct guests in venue location, airport reception, event reception, provision of hospitality service, collection of feedback forms participants, hand washing and sanitizing stations etc.
	283.	Hostess Attire- The design, production and delivery of decently designed attire to suit the occasion and stitched on cotton/ polyester fabric and shoes (Designs and accessories MUST be approved by CA)
Road Show Personnel	284.	Supervisor: The costs associated with supervising the day to day execution of the roadshow plans and as approved road show plan
	285.	MC: The provision of MC Services during the roadshow route as to publicize the County ICT Forum as per the brief. The MC should be popular personality and preferably known by the County residents and shall be stationed on the Roadshow truck/rig
	286.	Entertainers/ Dancers/ skaters: Provision of professional entertainment services in the very least incorporate dancers, professional skaters during roadshow to draw crowds to roadshow as per brief.
	287.	Road Show Staff: The distribution of fliers and provision of information to the public about the forum at road show route
	288.	Security: The provision of security services during the road shows and co-ordination of security with Law enforcement as and when required.
	289.	DJ: Provision of DJ services to draw crowds to the road show and publicize about the County ICT Forum as per brief
Event personnel	290.	Casuals for the execution of various assignments as per brief e.g. cleaning of venue e.t.c-Preferably Local community
	291.	Labors & personnel costs for setting tents for 20-50 50-100,100-200,300-500
Airport reception Services (Meet and greet for VIP guests)	292.	Provision of airport reception services per day, these are costs over and above the cost of hostesses with well-spaced shifts with clearly labeled pagers, trained by KAA

1. The Specifications and Priced Activity Schedules

Date: _____, ITT No: _____, Alternative No: _____ Page N° _____ of _____						
1	2	3	4	5	6	7
Service N°	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
[insert number of the Service Line]	[insert name of Services]		[insert delivery date at place of final destination per Service]	[insert number of units]	[insert unit price per unit]	[insert total price per unit]
Service Line No 1	Clearing and forwarding services of farm equipment from Mombasa Port to Headquarters of various Counties. The assignment involves clearing the items from the port, storing and transporting them to the Counties	100 tractors, 47 Combine Harvesters and 47,000 wheelbarrows.	To reach each County by June 30, 2018.	(i) 100 tractors at least 2 to each county. (ii) 47 Combine Harvesters; ditto (iii) 47,000 wheelbarrows; 10 to each County.		
No 2						
No 3						
Service Package No 1	(a) Service Line 1					
	(b) Service Line 2					
	(c) Service Line 3					
Total Tender Price						

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

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

2. Method Statement

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

3. Work Plan

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

4. Other Time Schedule

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

1 NOTIFICATION OF INTENTION TO AWARD

[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.] [Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form] For the attention of Tenderer's Authorized Representative

Name:[insert Authorized Representative's name]

Address:[insert Authorized Representative's Address]

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

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

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

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

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

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

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

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

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

D). The successful Tenderer

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

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

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

iii). How to request a debriefing

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

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

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

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

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

Agency:*[insert name of Procuring Entity]*

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

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

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

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

iv. How to make a complaint

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

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

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

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

Agency:*[insert name of Procuring Entity]*

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

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

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

v). Standstill Period

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

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

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Procuring Entity:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

2 REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

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

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

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

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

SIGNED

Board Secretary

3. LETTER OF AWARD

[Form head paper of the Procuring Entity]

.....*[date]*

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

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

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

Please return the attached Contract duly signed

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Agency:.....

Attachment: Contract

4. FORM OF CONTRACT

[Form head paper of the Procuring

Entity] **LUMP SUM REMUNERATION**

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Subcontractors

Appendix D: Breakdown of Contract

Price

Appendix E: Services and Facilities Provided by the Procuring Entity

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

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

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

_____ *[Authorized Representative]*

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

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

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

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

..... *[Authorized Representative]*

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

..... *[Authorized Representative]*

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

Bank Guarantee Form in accordance with the instructions indicated.] [Guarantor Form head or SWIFT identifier code]

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

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

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

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

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

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

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

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

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

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

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

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

[Signature(s)]

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

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

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

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

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

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

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

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

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

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

Principal: _____
Corporate Seal (where
appropriate)

Surety: _____

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

6 FORM OF TENDER-SECURING DECLARATION

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

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

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

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

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

that: We understand that, according to your conditions, Tenders must be supported by a Tender-Securing

Declaration.

We accept that we will automatically be suspended from being eligible for Tendering or submitting proposals in any contract with the Procuring Entity for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the Tender conditions, because we:

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

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

Name of the Tenderer* _____

Name of the person duly authorized to sign the Tender on behalf of the Tenderer** _____

Title of the person signing the Tender _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

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

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



PART II – PROCURING ENTITY'S REQUIREMENTS

SECTION V - ACTIVITY SCHEDULE

Objectives

The objectives of the Activity Schedule are

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

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

Day work Schedule

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

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

Provisional Sums

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

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

PERFORMANCE SPECIFICATIONS AND DRAWINGS

(Describe Outputs and Performances, rather than Inputs, wherever

possible) Notes on Specifications

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

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

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

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

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

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

PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VI - GENERAL CONDITIONS OF CONTRACT

A. General

Provisions Definitions

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

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

- w) “Notice of Dissatisfaction” means the notice given by either Party to the other indicating its dissatisfaction and intention to commence arbitration.

1.2 Applicable Law

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

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

1.7 Inspection and Audit by the PPRA

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

1.8 Taxes and Duties

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

2 Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

2.2.1 Program

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

2.2.2 Starting Date

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

2.3 Intended Completion Date

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

2.4 Modification

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

2.4.1 Value Engineering

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

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

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

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

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

- a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the **SCC** of the reduction in the Contract Price; or
- b) an increase in the Contract Price; but results in a reduction in lifecycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

2.5 Force Majeure

2.5.1 Definition

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

2.5.2 No Breach of Contract

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

2.5.3 Extension of Time

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

2.5.4 Payments

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

2.6 Termination

2.6.1 By the Procuring Entity

The Procuring Entity may terminate this Contract, by not less than thirty(30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs(a)through (d) of this Sub-Clause 2.6.1:

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

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

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

2.6.3 Payment up on Termination

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

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

3 Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect

of any matter relating to this Contractor to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

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

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

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

3.2.3 Prohibition of Conflicting Activities

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

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

3.3 Confidentiality

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

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

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

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

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

3.6 Reporting Obligations

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

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

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

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

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

3.8.2 Correction for Over-payment

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

3.8.3 Lack of performance penalty

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

3.9 Performance Security

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

3.10 Fraud and Corruption

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

3.11 Sustainable Procurement

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

4 Service Provider's Personnel

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

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

5 Obligations of the Procuring Entity

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law

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

5.3 Services and Facilities

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

6 Payments to the Service Provider

6.1 Lump-Sum Remuneration

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

6.2 Contract Price

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

6.3 Payment for Additional Services, and Performance Incentive Compensation

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

6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation asset out in the Performance Incentive Compensation appendix.

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

6.4 Terms and Conditions of Payment

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

6.5 Interest on Delayed Payments

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

6.6 Price Adjustment

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

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

Where:

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

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

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

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

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

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

6.7 Day works

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

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

6.7.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.7.2

7 Quality Control

7.1 Identifying Defects

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

Correction of Defects, and Lack of Performance Penalty

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

8 Settlement of Disputes

8.1 Contractor's Claims

8.1.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

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

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

8.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and /or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.

8.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and /or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

8.1.5.1 This fully detailed claim shall be considered as interim;

- a) The Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and /or amount claimed, and such further particulars as the Project Manager may reasonably require; and

- b) The Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.
- 8.1.6 Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.
- 8.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause 3.5[Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.
- 8.1.8 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.
- 8.1.9 If the Project Manager does not respond within the time framed in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 8.2 [Matters that may be referred to arbitration].
- 8.1.10 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.

8.2 Matters that may be referred to arbitration

- 8.2.1 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Services or abandonment of the Services or termination of the Contract by either party:
- a) The appointment of a replacement Project Manager upon the said person ceasing to act.
 - b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions
 - c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
 - e) Any dispute arising in respect of war risks or war damage.
 - f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Services or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

8.3 Amicable Settlement

- 8.3.1 Where a Notice of Dissatisfaction has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sub-Clause 8.1 above should move to commence arbitration after the fifty-sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

8.4 Arbitration

- 8.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.3 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.
- 8.4.2 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

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

8.5 Arbitration with proceedings

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

8.6 Failure to Comply with Arbitrator's Decision

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

9.1 The Adjudicator

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

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

B. SPECIAL CONDITIONS OF CONTRACT

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is TO BE APPOINTED BY NAIROBI CENTRE FOR INTERNATIONAL ARBITRATION
1.1(v)	Project Manager is DIRECTOR/COMPETITION MANAGEMENT, CONSUMER PROTECTION & CORPORATE COMMUNICATIONS.
1.1(d)	The contract name is FRAMEWORK CONTRACT FOR PROVISION OF EVENT MANAGEMENT AND RELATED SERVICES DURING CORPORATE AND CONSUMER EDUCATION OUTREACH ACTIVITIES
1.1(g)	The Procuring Entity is COMMUNICATIONS AUTHORITY OF KENYA
1.1(l)	The Member in Charge is NOT APPLICABLE
1.1(o)	The Service Provider is THE LOWEST EVALAUTED FIRM
1.4	<p>The addresses are:</p> <p>Procuring entity: COMMUNICATIONS AUTHORITY OF KENYA</p> <p>Attention; DIRECTOR GENERAL/CEO</p> <p>Service provider is AS PROVIDED FOR IN THE BID DOCUMENT</p> <p>ATTENTION: AS PROVIDED FOR IN THE BID DOCUMENT</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: DIRECTOR/COMPETITION MANAGEMENT, CONSUMER PROTECTION & CORPORATE COMMUNICATIONS.</p> <p>For the Service Provider: AS PROVIDED FOR IN THE BID DOCUMENT</p>
2.1	The date on which this Contract shall come into effect is THE CONTRACT SIGNING DATE
2.2.2	The Starting Date for the commencement of Services is THE CONTRACT SIGNING DATE
2.3	The Intended Completion Date is TWO (2) YEARS AFTER CONTRACT SIGNING
2.4.1	If the value-engineering proposal is approved by the Procuring Entity the amount to be paid to the Service Provider shall be NOT APPLICABLE % (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.
3.2.3	Activities prohibited after termination of this Contract are: NOT APPLICABLE
3.5(d)	The other actions are NOT APPLICABLE
3.7	Restrictions on the use of documents prepared by the Service Provider are: ANY USE OF THE DOCUMENTS TO BE SUBJECT TO APPROVAL BY CA
3.8.1	<p>The liquidated damages rate is 0.5% per day</p> <p>The maximum amount of liquidated damages for the whole contract is 10% percent of the final Contract Price.</p>
3.8.3	The percentage to be used for the calculation of Lack of performance Penalty (ies)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	is <i>0.5% of the assessed cost of the defects.</i>
3.9	<p>For the provision of event management and related services during corporate and consumer education outreach activities, the Service Provider shall before the execution of this contract provide a Performance Security amounting to Kshs. 100,000.00 valid for a period of two (2) years.</p> <p>The Performance Security shall remain valid for thirty (30) days beyond the two (2) years period. However, if the period is extended, the Service Provider shall provide an extension of the Installation Performance Security.</p>
5.1	The assistance and exemptions provided to the Service Provider are: NOT APPLICABLE
6.2(a)	The amount in Kenya Shillings <i>AS PER THE CONTRACT PRICE</i>
6.3.2	<p>The performance incentive paid to the Service Provider shall be: NOT APPLICABLE</p> <hr/>
6.4	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>As provided in ITT 14, all payments shall be made in Kenya Shillings, within thirty (30) days of receipt of an undisputed Invoice for the amount claimed and/or expended after inspection and acceptance. The Authority shall promptly raise any dispute to an invoice not more than seven (7) calendar days from receipt of the invoice. Parties shall clarify and agree on the disputed amount within seven (7) calendar days from the raising of the dispute to invoice.</p> <p>The Service Provider and its personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the bid price.</p> <p>If after the date of Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Providers, then the remuneration and reimbursable expenses payable shall be increased or decreased accordingly by agreement between the Parties, provided any such change can only be done if permitted under Section 139 of the Public Procurement and Asset Disposal Act, 2015 and Regulation 132 of the Public Procurement and Asset Disposal Regulations, 2020.</p> <p><i>There shall be no advance payment under this contract</i> <i>The Authority will be issuing purchase orders as and when need arises against the contracts .</i></p>
6.5	<p>Payment shall be made within 30 DAYS of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 30 DAYS in the case of the final payment.</p> <p>The interest rate is AS PER THE PUBLIC FINANCE MANAGEMENT ACT</p>
6.6.1	<p>Price adjustment is NOT APPLICABLE in accordance with Sub-Clause 6.6.</p> <p>The coefficients for adjustment of prices are _____: THE PRICES QUOTED BY TENDERER SHALL NOT BE SUBJECT TO ADJUSTMENTS DURING THE PERFORMANCE OF THE CONTRACT,</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	EXCEPT WERE NECESSARY PROVIDED BUT SUCH AS ADJUSTMNETS FALLS WITHIN THE REQUIREMENT OF THE PPADA ,2015
7.1	The principle and modalities of inspection of the Services by the Procuring Entity are as follows: TO BE UNDERTAKEN BY INSPECTION AND ACCEPTANCE COMMITTEE The Defects Liability Period is NOT APPLICABLE
9.1	The designated Appointing Authority for a new Adjudicator is THE ADJUDICATOR, SHALL BE APPOINTED BY NAIROBI CENTRE FOR INTERNATIONAL ARBITRATION
9.2	The Adjudicator is THE ADJUDICATOR, SHALL BE APPOINTED BY NAIROBI CENTRE FOR INTERNATIONAL ARBITRATION . Who will be paid a rate of AS AGREED BY BOTH PARTIES per hour of work? The following reimbursable expenses are recognized: _____

C. APPENDICES

Appendix A - Description of the Services

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

Appendix B - Schedule of Payments and Reporting Requirements

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

Appendix C - Breakdown of Contract Price

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

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

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

Appendix D - Services and Facilities Provided by the Procuring Entity

D. FORMS

SECTION VIII -CONTRACT FORMS

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

[Guarantor letterhead or SWIFT identifier code]

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

Date: _____ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: _____

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

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

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

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

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

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

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

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

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Procuring Entity]* **Date:** _____ *[Insert date of issue]*

PERFORMANCE BOND No.: _____

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

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (herein after called “the Surety”), are held and firmly bound unto _____] as Obligee (herein after called “the Procuring Entity”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the _____ day of _____, 20_____, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are herein after referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, the Surety may promptly remedy the default, or shall promptly:
 - 1) Complete the Contract in accordance with its terms and conditions; or
 - 2) Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable here under, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
 - 3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day _____ of _____ 20_____.

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

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

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

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

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

Date: _____ [Insert date of issue]

ADVANCE PAYMENT GUARANTEE No.: _____ [Insert guarantee reference

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

1. We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (herein after called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ () is to be made against an advance payment 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 in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
 - b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number _____ at _____
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the day of , 2,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

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

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

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

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

FORM NO. 4 BENEFICIAL OWNERSHIP DISCLOSURE FORM**(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)****INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

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

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

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

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

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

Details of beneficial ownership

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

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

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020. (Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

(a) holds at least ten percent of the issued shares in the company either directly or indirectly;

- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

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

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

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

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

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

Bidder Official Stamp

