TAITA TAVETA NATIONAL POLYTECHNIC

MINISTRY OF EDUCATION
STATE DEPARTMENT FOR TECHNICAL, VOCATIONAL EDUCATION AND TRAINING

P O BOX 34 80300 VOI TEL: 0202169229
Email: principal@ttnp.ac.ke /procurement@ttnp.ac.ke
Website: www.ttnp.ke
ISO 9001:2015 CERTIFIED

OPEN NATIONAL TENDER

TENDER NO: TTNP/OT/S/001/2026-2028

PROVISION OF SECURITY SERVICES FOR THE FINANCIAL YEARS 2026-2028

IF SPECIAL GROUP PLEASE INDICATE BELOW (√)

YOUTH ☐

WOMEN ☐

PERSONS WITH DISABILITY ☐

ISSUING DATE. 9TH NOVEMBER 2026
CLOSING DATE: 23TH NOVEMBER 2026
CLOSING TIME: 10:00AM

TABLE OF CONTENTS

INVITATION TO TENDER **10**

PART 1 - TENDERING PROCEDURES **12**

SECTION I - INSTRUCTIONS TO TENDERERS **14**

1. Scope of Tender and Definition of Terms 14
2. Fraud and Corruption 14
3. Eligible Tenderers 14
B. Preparation of Tenders 18
5. Cost of Tendering 18
11 Language of Tender 18
12 Documents Comprising the Tender 18
13 Forms of Tender 18
14 Tender Security 21
15 Format and Signing of Tender 21
C. Submission of Tenders 22
23 Deadline for Submission of Tenders 22
24 Late Tenders 23
25 Withdrawal, Substitution, and Modification of Tenders 23
D. Public Opening of Tenders 23
27 evaluation and comparison of tenders 24
28 Confidentiality 24
29 General Clarification of Tenders 24
30 Deviations, reservations and commissions 24
32 Determination of Responsiveness 25
33 Non-conformities errors and omissions 25
34 Correction of Arithmetical Errors 25
35 Comparison of tenders 26
36 Abnormally low tenders and high tenders 27
44 Award Criteria 28
45 Award of Contract 28
46 Notice of Intention to enter into a Contract/Notification of award 28
47 Standstill Period 28
48 Debriefing by TTNP 28
49 Letter of Award 29
50 Signing of Contract 29
51 Performance Security 29
52 Publication of Procurement Contract 30
55. Procurement Related Complaints 30

SECTION II - TENDER DATA SHEET **31**

SECTION III - EVALUATION AND QUALIFICATION CRITERIA **34**

1. General Provision 34
2. Evaluation and contract award Criteria 34
Preliminary examination for Determination of Responsiveness 34
Technical evaluation requirements schedule 35
Financial Evaluation Criteria 37

Award Criteria 38

SECTION IV - TENDERING FORMS 39
Form of tender ……..……39
Tenderers' business questionnaire ……41
Instructions to tenderer ……41

FORM SD2 46

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THEPUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015; THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE..... 47
Detailed price schedule ……50

PART 3 - CONDITIONS OF CONTRACT AND CONTRACT FORMS 51

SECTION V - GENERAL CONDITIONS OF CONTRACT..... 52
1. Definition and Interpretation 52
1.1.1 The Contract..... 53
1.1.2 Fraud and Corruption..... 53
2 Interpretation 59
3. General Provisions..... 56
16 Force Majeure..... 61
19 Termination …. 63

SECTION VII - SPECIAL CONDITIONS OF CONTRACT..... 65

SECTION VIII – CONTRACT FORMS……..68
Notification of intention to award ……..……..68
Notification of award ……..……71
Contract agreement ……72

TAITA TAVETA NATIONAL POLYTECHNIC

P.O. BOX 34 – 80300 VOI TEL:0202169229

Email: principal@ttnp.ac.ke, Website: www.ttnp.ac.ke

ISO 9001:2015 Certified

Motto: Skills for self reliance

Our Vision: To be a Centre of Excellence for Education & Training in Science & Technology

TENDER NOTICE

REGISTRATION/PRE-QUALIFICATION OF SUPPLIERS FOR FINANCIAL YEARS 2026/2027and 2027/2028

Taita Taveta National Polytechnic (TTNP) invites applications from interested eligible firms for the registration/pre-qualification of suppliers for the Financial Year 2026/2027 and 2027/2028 (two years).

CATEGORY A (TENDERS)			
S/No	**Tender Reference No.**	**Description of Tender**	**Eligibility**
1.	TTNP/OT/S/001/2026-2028	Provision of Security Services	Open
2.	TTNP/OT/SD/002/2026-2028	Provision of Sanitation and Disposal Services	Reserved (youth, women & PWD)
3.	TTNP/OT/IS/003/2026-2028	Provision of Insurance Services	Open
CATEGORY B (PRE-QUALIFICATION/REGISTRATION OF SUPPLIERS) 2YEARS			
4.	TTNP/PRQ/004/2026-2028	Provision of Small Works: Building Construction, General Civil Works, Electrical Works & Plumbing	Reserved (youth, women & PWD)
5.	TTNP/PRQ/0052026-2028	Supply and Delivery of Office Stationery	Reserved (youth, women & PWD)
6.	TTNP/PRQ/006/2026-2028	Supply, Delivery and Installation of Computers, Printers, Photocopier, Scanner, Projector, Laptops, ICT Accessories, Softwares, and Networking Materials & Equipment	Open
7.	TTNP/PRQ/007/2026-2028	Supply and Delivery of Tonners, Cartridges and Inks	Reserved (youth, women & PWD)
8.	TTNP/ PRQ/008/2026-2028	Supply and Delivery of Laboratory Equipment, Chemicals and Medical Reagents	Open
9.	TTNP/ PRQ/009/2026-2028	Supply and Delivery of Dry Foodstuffs	Reserved (youth, women & PWD)
10	TTNP/ PRQ/010/2026-2028	Supply and Delivery of Perishable Foodstuffs (Vegetables, Fruits and others)	Reserved
11	TTNP/ PRQ/011/2026-2028	Supply and Delivery of Farm Animals: Cattle, Sheep, Bees, Rabbit, Fingerlings and their allied products like milk, beef, meat products, goat-meat and fish	Open
12	TTNP/ PRQ/012/2026-2028	Supply and Delivery of Poultry, Eggs and Poultry Products	Reserved (youth, women & PWD)
13	TTNP/ PRQ/013/2026-2028	Supply and Delivery of Hardware Materials, Building Materials, Plumbing and Water Reticulation Materials and Equipment	Open
14	TTNP/ PRQ/014/2026-2028	Supply and Delivery of Workshop Tools, Fitting Tools and Implements and allied products	Open

15	TTNP/ PRQ/015/2026-2028	Supply and Delivery of Electrical, Electronic Materials and Robotic related items	Open
16	TTNP/ PRQ/016/2026-2028	Supply and Delivery of Mechanical and Mechatronic Engineering Tools and Equipment, Motor Vehicle Spare Parts and other related items	Open
17	TTNP/ PRQ/017/2026-2028	Supply and Delivery of Games Items, Sportswear and Related Equipment	Reserved (youth, women & PWD)
18	TTNP/ PRQ/018/2026-2028	Supply and Delivery of Cleaning Materials, Detergents, Disinfectants and Soaps	Reserved (youth, women & PWD)
19	TTNP/ PRQ/019/2026-2028	Supply and Delivery of Beddings e.g Mattresses, Blankets, Nets, Towels and Bed Sheets	Reserved (youth, women & PWD)
20	TTNP/ PRQ/020/2026-2028	Supply and Delivery of Crockery, Cutlery, Kitchen Equipment and Utensils	Reserved (youth, women & PWD)
21	TTNP/ PRQ/021/2026-2028	Supply and Delivery of Tailoring Items, Linen, Curtains and Branded Staff Uniforms and Shoes	Reserved (youth, women & PWD)
22	TTNP/ PRQ/022/202-2028	Supply and Delivery of Agro-vets, Farm Seeds, Animal Feeds, Fertilizers, Pesticides and Herbicides	Open
23	TTNP/ PRQ/023/2026-2028	Supply and Delivery of Office, Accommodation, Classroom and Workshop/Laboratory Furniture, Window Blinds, Filing Cabinets and Shelving Fittings	Open
24	TTNP/ PRQ/024/2026-2028	Supply and Delivery of Petroleum Products e.g Petrol, Diesel, Kerosene and other Lubricants and Domestic Cooking Gas	Open
25	TTNP/PRQ/025/2026-2028	Supply and Delivery of Dry Firewood and Charcoal	
26	TTNP/ PRQ/026/2026-2028	Supply, Delivery, Servicing and Installation of Fire Fighting Equipment	Open
27	TTNP/ PRQ/027/2026-2028	Supply and Delivery of Hair Dressing & Beauty Therapy Materials & Equipment	Reserved (youth, women & PWD)
28	TTNP/ PRQ/028/2028-2028	Supply, Delivery, Repair and Servicing of Energy Saving Jikos, Gas Banners, Cookers (Gas & Electric)	Open
29	TTNP/ PRQ/029/2026-2028	Servicing and Calibration of Weighing Scales, Laboratory and Workshop Equipment	Open
30	TTNP/ PRQ/030/2026-2028	Provision of Cleaning, Landscaping, Beautification and Garbage Disposal Services	Open
31	TTNP/ PRQ/031/2026-2028	Supply, Delivery, Installation and Maintenance of Telecommunication Equipment, PABX Systems and Related Items and Services	Open
32	TTNP/ PRQ/032/2026-2028	Supply and Delivery of Solar Equipment/Items, Solar Security/Street Light Installation and Maintenance Services	Open
33	TTNP/ PRQ/033/2026-2028	Supply, Delivery and Installation of Public Address Systems, Tents, Decorating Materials, Hire of Tents, Chairs, Tables, Drapery, Flowers, Decorations, Screens and Related Items and Services	Reserved (youth, women & PWD)
34	TTNP/ PRQ/034/2026-2028	Supply, Delivery, Repair and Servicing of Fridges, Freezers, Air Conditioning Equipment and other Related Items	Open
35	TTNP/ PRQ/035/2026-2028	Repair, Servicing and Maintenance of Laboratory Equipment	Open

36	TTNP/ PRQ/036/2026-2028	Repair and Servicing of Photocopiers, Printers, (RICOH printer, Kyocera printer, Canon, HP & Epson Printers) and Supply of the Printers' Spare Parts	Open
37	TTNP/ PRQ/037/2026-2028	Provision of General Service, Repair and Maintenance of Motor Vehicles (Make - Nissan, Isuzu, Piaggio, Toyota and Suzuki).	Open
38	TTNP/PRQ/038/2026-2028	Provision of Motor Vehicle Body Building Works	Open
39	TTNP/ PRQ/039/2026-2028	Supply, Delivery, Installation, Repair and Servicing of Laundry Machines	Open
40	TTNP/ PRQ/040/2026-2028	Provision of Emptying, Cleaning and Repair of Septic Tanks and Pit Latrines	Open
41	TTNP/ PRQ/041/2026-2028	Repair and Servicing of Generators and Electrical Equipment	Open
42	TTNP/ PRQ/042/2026-2028	Provision of Printing, Sign Writing, Labelling, Branding and Publishing Services eg, Sign Boards, Banners, Stationery and Related Products and Services	Reserved (youth, women & PWD)
43	TTNP/PRQ/043/2026-2028	Provision of Pest Control and Fumigation Services	Reserved (youth, women & PWD
44	TTNP/PRQ/044/2026-2028	Provision of Consultancy Services – Architectural Design Works, Drawings and Related Works	Open

MANDATORY REQUIREMENTS

1. A hard copy of business registration certificate/certificate of incorporation.
2. A copy of pin certificate
3. A copy of valid tax compliance certificate.
4. Attach company profile indicating qualifications of key personnel. Attach copies of curriculum vitae and their certificates.
5. Form of tender correctly filled, signed and witnessed as required.
6. Confidential business questionnaire duly filled and signed.
7. A signed statement that the bidder is not debarred from participating in public procurement or debarred from practice.
8. Recent CR12 Certificate.
9. Provide two well bound documents (One original and One copy)
10. The documents should be sequentially serialized including the appendices
11. Note:
    i. For special groups (youth, women and people living with disability category), the supplier must attach certificate of registration from registrar of companies and AGPO Certificate.
    ii. Failure to meet with any of these requirements may lead to automatic disqualification of the tender.
    iii. Any other document as indicated in the mandatory requirements

Interested bidders should access the documents through the Polytechnic website www.ttnp.ac.ke or at PPRA Portal: www.tenders.go.ke free of charge. Interested applicants will be registered for a maximum of three (3) categories.

Complete Tender documents in plain sealed envelopes clearly marked with the Category Number and Category Description should be deposited in the Tender Box located at the **Main Administration Block at the Polytechnic (Main Campus - Voi), on or before Friday, 23rd November 2026, 10.00am addressed to**:

The Principal
Taita Taveta National Polytechnic
P.O. Box 34 - 80300
Voi, Kenya

NOTE:

1. **No soft documents shall be accepted**

2. **The bidders must be registered on e-GP and have a valid Supplier Registration**

3. **Bidders shall only be registered/pre-qualified up to a maximum of three (3) categories**

4. **Bidders are invited to carry out site visits between Mondays and Fridays during working hours (8am to 5pm)**

INVITATION TO TENDER

PROCURING ENTITY: TAITA TAVETA NATIONAL POLYTECHNIC
CONTRACT NAME AND DESCRIPTION: TENDER FOR PROVISION OF SECURITY SERVICES

1. Taita Taveta National Polytechnic is a Technical Training Institute in Kenya inviting sealed tenderers for provision of security services.

2. Tendering will be conducted under Open National Competitive method using a standardized tender document. Tendering is open to all eligible, qualified and interested Tenderers.

3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours 8.30 a.m to 4.30 pm at the address given below.
   Taita Taveta National Polytechnic
   P.o Box 34-80300, Voi

4. Tender documents may be obtained electronically from the Website: www.ttnp.ac.ke www.tenders.go.ke Tender documents obtained electronically will be free of charge.

5. Tender documents may be viewed and downloaded for free from the website www.ttnp.ac.ke Or www.tenders.go.ke Tenderers who download the tender document must forward their particulars immediately to procurement@ttnp.ac.ke 0202169229, P.o Box 34 Voi to facilitate any further clarification or addendum.

6. All Tenders must be accompanied by a "Tender security of Sh. 100,000.

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

8. Completed bid documents must be delivered to the address below on or before 23rd November 2026. ***at 1000hrs East African Time***. Electronic Tenders ***will not*** be permitted.

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

10. Late tenders will be rejected.

11. The addresses referred to above are:

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

1) Taita Taveta National Polytechnic P.o Box 34-80300 Voi, Sofia Estate, Taita Taveta National Polytechnic, Administration Block, Contact person: Procurement Officer, Phone no. 0202169229, email: procurement@ttnp.ac.ke

Address for Submission of Tenders.

The Principal

Taita Taveta National Polytechnic

P O Box 34 - 80300, Voi, Kenya

Deposit to the Tender Box located at the **Main Administration Block**

Address for Opening of Tenders.

At the Polytechnic – Boardroom) on 23rd November 2026 at 10:00 a.m. at the library building in the presence of the tenderers' representatives who choose to attend.

The Principal: Show F Kalama **Signature** 

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 Insurance services, as specified in Section V, Procuring Entity's Schedule of Requirements. The name of the Procuring Entity, name and identification and number of this tender are specified in the **TDS.**

2. Definitions

2.1 Throughout this tendering document:

a) The term "in writing" means communicated in written form (e.g. by mail, e-mail, including if specified **in the TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;

b) If the contexts requires, "singular" means "plural" and vice versa; and

c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.

2.2 The successful Tenderer will be expected to commence providing the Insurance Services by Date provided **in the TDS**. The insurance duration for each item will be one year or the period specified in the **TDS.**

3. Fraud and Corruption

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

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

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

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

4. Eligible Tenderers

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

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

4.2 Public Officers of the Procuring Entity, their spouse, child, parent, brother, sister, child, parent or sister of a spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:

a) Directly or in directly controls, is controlled by or is under common control with another Tenderer; or

b) Receives or has received any direct or indirect subsidy from another Tenderer; or

c) Has the same legal representative as another Tenderer; or

d) Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or

e) Or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Schedules of requirements, Performance Specifications, etc.) for the Insurance services that are the subject of this Tender; or

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

g) would be providing goods, works, or services resulting from or directly related to the insurance services specified in the **TDS** ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

h) has a close business or family relationship with a professional staff of the Procuring Entity who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.

4.4 A firm that is a Tenderer shall not participate in more than one Tender, except for permitted alternative Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved.

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

4.6 A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA 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) if they can establish that they are registered as insurance businesses.

4.8 A tenderer under suspension from tendering as the result of the operation of a Tender-

Securing Declaration or Proposal-Securing Declaration shall not be eligible to tender.

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

4.10 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

5. Qualification of the Tenderer

5.1 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.4, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. Contents of Tendering Document

6. Sections of Tendering Document

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

PART 1: Tendering Procedures

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

PART 2: Procuring Entity's Requirements

v) Section V–Schedule of Requirements

PART 3: Contract

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

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

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

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

7. Clarification of Tender Document, Site Visit, Pre-Tender Meeting

7.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT
7.2. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies ofits response to all tenderers who have acquired the Tender D documents in accordance with ITT 7.4, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 8 and ITT 22.2.

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

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

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

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

8. Clarification of Tendering Document

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

9. Amendment of Tendering Document

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

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

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 23.2 below.

C. Preparation of Tenders

10. Cost of Tendering

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

11. Language of Tender

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

12. Documents Comprising the Tender

12.1 The Tender shall comprise the following:

a) **Form of Tender** prepared in accordance with ITT 13;

b) **Schedules:** priced Activity Schedule completed in accordance with ITT 13 and ITT 15;

c) **Tender Security or Tender-Securing Declaration** in accordance with ITT 20.1;

d) **Alternative Tender**: if permissible in accordance with ITT 14;

e) **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 21.3;

f) **Qualifications:** documentary evidence in accordance with ITT 18 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;

g) **Tenderer's Eligibility**: documentary evidence in accordance with ITT 18 establishing the Tenderer's eligibility to Tender;

h) **Conformity**: documentary evidence in accordance with ITT 17, that the Services con form to the tendering document;

i) **Sample Insurance Policy** for each type of insurance required, and

j) Any other document required **in the TDS.**

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

13. Form of Tender and Schedule of Requirements

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

14. Alternative Tenders

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

15. Tender Prices and Discounts

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

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

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

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

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

16. Currencies of Tender and Payment

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

17. Documents Establishing Conformity of Services

17.1 To establish the conformity of the Insurance Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the Procurement Entity's requirements specified in Section VII, Schedule of Requirements.

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

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

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

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

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

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

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

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

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

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

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

18. Documents Establishing the Eligibility and Qualifications of the Tenderer

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

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

18.3 In the event that pre-qualification of Tenderers has been under taken as stated **in the TDS**, only Tenders from pre- qualified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.

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

19. Period of Validity of Tenders

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

19.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 20, it shall also be extended for ac or responding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the

request shall not be required or permitted to modify its Tender, except as provided in ITT 19.3.

20. Tender Security

20.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration ora Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.

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

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

i) cash;

ii) a bank guarantee;

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

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

20.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

20.5 If a Tender Security is specified pursuant to ITT 20.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT
46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non responsive or a bidder declines to extend tender validity period.

20.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

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

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

b) If the successful Tenderer fails to:

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

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

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

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

21. Format and Signing of Tender

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

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

21.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of theTenderer. 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 theTender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

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

D. Submission and Opening of Tenders

22. Sealing and Marking of Tenders

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

a) In an envelope marked "ORIGINAL", all documents comprising the Tender, as described in ITT 12; and

b) in an envelope marked "COPIES", all required copies of the Tender; and

c) if alternative Tenders are permitted in accordance with ITT14, and if relevant:

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

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

22.2 The inner envelopes shall:

a) Bear the name and address of the Tenderer;

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

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

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

22.3 The outer-envelopes shall:

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

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

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

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

23 Deadline for Submission of Tenders

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

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

24. Late Tenders

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

25 Withdrawal, Substitution and Modification of Tenders

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

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

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

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

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

26. Tender Opening

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

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

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

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

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

Procuring Entity may consider appropriate.

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

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

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

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

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

c) any alternative Tenders;

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

e) Number of pages of each tender document submitted.

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

E. Evaluation and Comparison of Tenders

27. Confidentiality

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

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

27.3 Notwithstanding ITT 27.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

28 Clarification of Tenders

28.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, the Procuring Entity may, at the Procuring Entity's discretion, ask any Tenderer for clarification of its Tender including breakdowns of the prices in the ActivitySchedule, 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 requestby 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 thecorrection of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT 32.

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

29 Deviations, Reservations, and Omissions

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

a) "Deviation" is a departure from the requirements specified in the tendering document;

b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and

c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

30. Determination of Responsiveness

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

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

a) If accepted, would:

i) Affect in any substantial way the scope, quality, or performance of the Insurance Services specified in the Contract; or

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

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

30.3 TheProcuringEntityshallexaminethetechnicalaspectsoftheTendersubmittedinaccordance withITT17and ITT 18, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation,or omission.

31. Non-conformities, Errors and Omissions

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

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

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

32. Arithmetical Errors

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

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

a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.

b) Any errors in the submitted tender a rising from am is calculation of unit price, quantity, sub-total and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive, and;

c) If there is a discrepancy between words and figures, the amount in words shall prevail

32.3 Tenderers shall be notified of any error detected in their bid during the notification of award

33. Comparison of Tenders and Conversion to Single Currency

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

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

34 Margin of Preference and Reservations

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

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

34.3 Contracts procured on basis of international competitive tendering shall not be subject to reservations exclusive to specific groups as provided in ITT33.4.

34.4 Where it is intended to reserve a contract to a specific group of businesses (these groupsare Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case maybe), and who are appropriately registered as such by a competent authority, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

35. Evaluation of Tenders

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

be:

a) Substantially responsive to the tendering document; and

b) The lowest evaluated cost.

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

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

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

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

d) The additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken in to account in

Tender evaluation.

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

36. Comparison of Tenders

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

37. Abnormally Low Tenders and Abnormally high tenders

Abnormally Low Tenders

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

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

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

Abnormally High Tenders

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

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

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

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

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

38. Qualification of the Tenderer

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

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

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

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

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

F. Award of Contract

40. Award Criteria

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

41. Notice of Intention to enter in to a Contract

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

a) The name and address of the Tenderer submitting the successful tender;

b) The Contract price of the successful tender;

c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;

d) the expiry date of the Standstill Period; and

e) instructions on how to request a debriefing and/or submit a complaint during the stand still period;

42. Standstill Period

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

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

43. Debriefing by the Procuring Entity

43.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

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

44. Negotiations

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

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

44.3 The Procuring Entity shall prepare minutes of negotiations that are signed by theProcuring Entity and the Tenderers' authorized representative.

45. Letter of Award

45.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21days of the date of the letter.

46. Signing of Contract

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

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

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

47. Performance Security

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

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

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

48. Publication of Procurement Contract

48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

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

49. Procurement Related Complaint and Administrative Review

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

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

SECTION II - TENDER DATA SHEET

The following specific data for Security Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevailover those in ITT.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	The Tender reference number (ITT) is: ***TTNP/OT/001/2026-2028*** The Procuring Entity is: ***Taita Taveta National Polytechnic*** The name of the ITT is: ***PROVISION OF SECURITY SERVICES FOR THE YEAR 2026-2028***
ITT 2.2	The security services duration for each item will be ***Two (2) year***
ITT 3.3	The Information made available on competing firms is as follows: ***NOT APPLICABLE***
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: ***NOT APPLICABLE***
	B. Contents of Tendering Document
ITT 6.1 Part 3: Contract viii)	Appendix to the Contract–Service Level Agreement and Insurance Policy
ITT 7.1 8.1	The Tenderer will submit any request for clarifications in writing at the Address procurement@ttnp.ac.ke to reach the Procuring Entity not later than ***SEVEN (7) DAYS TO DATE OF TENDER OPENING/CLOSING***
ITT 7.2	A pre-arranged pretender site visit ***shall not*** take place at the following date, time and ce: Date: ***_NOT APPLICABLE*** Time: ***_NOT APPLICABLE*** Place: ***_NOT APPLICABLE*** Pre-Tender meeting ***shall not*** take place at the following date, time and place: Date: _ ***)T APPLICABLE*** Time: ***_NOT APPLICABLE*** Place: ***_NOT APPLICABLE***
ITT 7.3	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than ***NOT APPLICABLE*** before the meeting.
ITT 7.5	The Procuring Entity's website where Minutes of the pre-Tender meeting and the pre-arranged pretender will be published is **NOT APPLICABLE**
ITT 12.1 (j)	The Tenderer shall submit the following additional documents in its Tender: **SEE SECTION III - EVALUATION AND QUALIFICATION CRITERIA** Other documents required are (**AS INDICATED IN THE REQUIREMENTS)**

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 14.1	Alternative Tenders ***shall not be*** considered.
ITT 15.5	The prices quoted by the Tenderer ***shall not*** be subject to adjustment during the performance of the Contract.
ITT 16.1	The currency of the Tender and the currency of payments shall be ***KENYA SHILLINGS***
ITT 18.3	Prequalification ***has not been*** undertaken.
ITT 19.1	The Tender validity period shall be ***210 DAYS***
ITT 20.1	A Tender Security ***shall be*** required. A Tender-Securing Declaration ***shall not be*** required. The amount and currency of the Tender Security shall be ***KES 100,000.00*** in form of a guarantee from a bank licensed by the Central Bank of Kenya (CBK) or Insurance Company approved by the Insurance Regulatory Authority and authorized by PPRA, valid for 240 Days from the date of tender opening.
ITT 21.1	In addition to the original of the Tender, the number of copies is**: ONE (1) Copy**
ITT 21.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of**: *a duly signed, and stamped power of attorney for the person signing the tender on behalf of the tenderer, and must be signed by the commissioner of oaths and advocate of The high court and should be attached to the tender***
	D. Submission and Opening of Tenders
ITT 23.1	For **Tender submission purposes** only, the Procuring Entity's address is For **Tender submission purposes** only, the Procuring Entity's address is: Attention: The Principal Taita Taveta National Polytechnic P.o Box 34 Voi Physical Address: Voi, Sofia Estate, Taita Taveta National Polytechnic, Administration Block, Tender Box. Telephone: 0202021222 Electronic mail address: N/A **The deadline for Tender submission is: 23rd November 2026**
ITT 23.1	**The deadline for Tender submission is:** Date: 23rd November **2026** Time: ***10:00 A.M. EAST AFRICAN TIME*** Tenderers ***SHALL NOT*** have the option of submitting their Tenders electronically. The electronic Tendering submission procedures shall be: ***NOT APPLICABLE***
ITT 26.1	The Tender opening shall take place at: Administration block then proceeds to the boardroom at Taita Taveta National Polytechnic The electronic Tender opening procedures shall be: NOT APPLICABLE Date: Time: ***10:00 A.M. EAST AFRICAN TIME***
ITT 26.1	The electronic Tender opening procedures shall be: ***NOT APPLICABLE***
ITT 26.6	The Form of Tender and priced Schedule of requirements shall be initialed by ___ ***BIDDER'S*** representatives.
E. Evaluation and Comparison of Tenders	
ITT 33.2	The currency shall be ***IN KENYA SHILLINGS*** and the source of exchange rate shall be ***NOT APPLICABLE***

ITT 34.2	Margin of preference shall be not allowed.
	F. Award of Contract
ITT 49.1	The procedures for making a Procurement-related Complaint are detailed in the "Notice of Intention to Award the Contract" herein and are also available from the
ITT Reference	**PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS**
	PPRA website info@ppra.go.ke or complaints@ppra.go.ke. If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to: For the attention: Title/position: ***DIRECTOR GENERAL*** Procuring Entity: ***PUBLIC PROCUREMENT REGULATORY AUTHORITY*** Email address*: info@ppra.go.ke ; complaints@ppra.go.ke* In summary, a Procurement-related Complaint may challenge any of the following: (i) the terms of the Tendering Documents; and (ii) the Procuring Entity's decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

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

(a) For 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 is to be converted) was originally established.

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

c) Exchange rates shall be taken from the publicly available source identified in the ITT 37.1. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms.

2. Evaluation and contract award Criteria

Use only criteria in this Section- TTNP 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.

Preliminary examination for Determination of Responsiveness-

TTNP 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.

3. Evaluation of duly submitted tenders will be conducted along the following stages: -

3.1 Part 1 - Preliminary Evaluation. *These are mandatory requirements. They shall include confirmation of the following: -*

3.1.1 *Submission of Tender Security - Checking its validity, whether it is sufficient whether it is authentic, whether it is Original; whether it is issued by a local bank; whether it is strictly in the format required in accordance with the sample Tender Security Form(s).*

3.1.2 *Submission of Declaration Form(s) duly completed and signed - SD1 & SD2.*

3.1.3 *Submission and considering technical and financial proposal Tender Forms duly completed and signed with the following*

i. Certificate of independent tender determination duly filled, signed and stamped

ii. Declaration and commitment to the code of ethics duly filled, signed and stamped

iii. Fraud and corruption form duly signed and stamped

3.1.4 *Submission and considering the following: -*

a) Company or Firm's Registration Certificate

b) PSRA registration certificate for the company

c) *PSRA Training certification for Directors/Key staff*

d) *PIN Certificate.*

e) *Valid Tax Compliance Certificate.*

f) *Copy/copies of valid single business permit of area/areas of operation*

g) *NHIF Clearance*

h) *NSSF Clearance*

i) *Ministry of Labour Clearance*

3.1.5 *That the Tender is valid for the period required.*

3.1.6 *Submission and considering the Confidential Business Questionnaire: -*

a) *Is fully filled.*

b) *That details correspond to the related information in the bid.*

c) *That the Tenderer is not ineligible as per ITT 3.*

3.1.7 *Submission of certificates of good conduct of the individuals involved in the execution of contract.*

3.1.8 *Submission and considering membership certificate with PSIA or KSIA or any other professionalorganization whether local or International.*

3.1.9 *Submission and considering of relevant and valid insurance covers for*

a). Work injury benefits Policy

b). Contractual liability insurance policy

c) Fidelity Guarantee

Tenders will proceed to the Technical Evaluation Stage only if they are found to be compliant with, Preliminary Evaluation under ITT 32.

3.1.10 *This is based on a score of 100 marks as follows:*

i. Tenderers must have attained a score of 70 marks and above.

TECHNICAL EVALUATION REQUIREMENTS SCHEDULE:

	Description of Criteria	**Requirement**	**MAXIMUM SCORE (100 MARKS)**
1.	**Physical Facilities and Operational tools**		
A	Proof of running fleet carpay – Marked **motor vehicles** dedicated to security operations (attach copies of 5 log books) - 10 marks (2 marks each) OR **N/B:** 5 No. Leased vehicles with copies of leased contracts –10 marks (2 marks each)	Attach **copies of log** books owned or leased (with lease agreement)	**10**
B	Provide evidence of **dogs that** are vaccinated. (5 dogs**)**	**C**urrent and authentic copies of vaccination certificates indicating the dogs clinic and their respective address	**5**
C	Provide proof of office within the region of bid	Copies of lease/ tenancy agreements or	**5**

		Title Deed	
D	Provide evidence of technical capacity	Proof to be provided (backup system, communication infrastructure, alarm response, rapid response vehicles, and command & control room).	**10**
			30
2.	**Company Profile**		
A	Number of years that the firm has been providing security services. **1.** More than 10 years – (**3 marks**) **2.** Between 5 and 10 years – (**2 marks**) **3.** Below 5 years – (**1 marks**) Evidence of similar services offered to public learning Institutions – **(4 marks)**	**Copy of Certificate of incorporation** **Attach LPO/Contract agreement**	**10**
B	Demonstration with relevant documentation (certified payroll) that wage for guards meets the gazetted government minimum wage guidelines. Evidence present **10 marks**, lack ofevidence **(0 marks)**	Attached copy of certified payroll	**10**
C	Demonstration of remittance for social welfare schemes (NHIF and NSSF - 2 marks each)	Attach documentary evidence for the remittances for NSSF and NHIF Schemes	**4**
D	Provide Evidence of Current ISO certification in Security Management and/or Quality Management System from a relevant body. Proof of certification (6 marks) Proof of process to attain (3 marks)	**Attach copy of certificate**	**6**
	Total		**30**
3.	**Personnel Competency Profiles**		
a	Submit your firm's organizational chart of key contract supervisory personnel in your employment.	**(Attach Organizational Chart)**	**5**

b.	Provide valid evidence of availability and appropriate qualification of key personnel. **a) Operations Manager in Security Management** Graduate level - 5 marks Diploma – 3 marks **b) Human Resources Manager** Graduate level - 5 marks Diploma - 3 marks c). Letter from employer to confirm that the Operations Manager shall be available for the assignment (5 mark) d) Letter from employer to confirm that the Human Resource Manager shall be available for the assignment (5 mark)	**Copies of certificates and letters as requested in c and d.**	**20**
c	Provide framework for; 1) Guards' duty Rostering Methodology (5 **marks**) **2)** Selection, recruitment and vetting policies (5 **marks)** 3) Training schedules (5 **marks**)	**Attach documents to demonstrate duty rostering, recruitment policy/training schedules for basic, professional skills and recurring courses.**	**15**
	Total		**40**
			100

Any inconsistencies noted in any of the above requirements shall lead to automatic disqualificationof award.The procuring entity reserves the right to carryout independent investigations/physical verificationto confirm the accuracy of information provided and any fraudulent information/documentation provided may lead to prosecution.

3.2 Part III – Financial Evaluation Criteria under ITT 35.

Tenderers who score less than the required pass in the technical capacity evaluation will be automatically disqualified. Tenderers who pass the technical evaluation will be evaluated further**.**

NOTE:

- Tenderers will be expected to quote in Kenya Shillings inclusive of all taxes in the following format

1. Tender Evaluation (ITT 35) Price evaluation: in addition to the criteria listed in ITT 35.2 (a) –

(c) the following criteria shall apply: Other Criteria; if permitted under ITT 35.2 (d): **Note:**

i. Prices quoted must be in KENYA SHILLINGS and inclusive of all incidental costs and applicable taxes.

ii. Bids with arithmetic errors shall be disqualified at the financial evaluation stage.

iii. Bidders MUST ensure that their bids are arithmetic error free

iv. Bidders MUST ensure that all calculations are estimated to two decimal places.

v. The Bidders offering the lowest financial proposal will be considered for award of the

various covers

vi. ***Firms that qualify at the technical capacity evaluation stage will be mapped with the successful underwriter(s) and the lowest evaluated bidder will be recommended for awardof the tender per cover***

vii. ***In case of a tie in costing, the highest technical scoring evaluated bidder shall be consideredfor the services.***

3.3 Award Criteria

Award shall be based on the Lowest evaluated price per guard.

****NOTES*: -**

1. *Prices shall be in Kenya Shillings only*
2. *Total tender value means the Tenderer's total tender price inclusive of Value Added Tax (V.A.T) for the services it offers to provide.*
3. *For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements coveringa period of at least six months prior to the date of the tender document. The copies should be certified by the Bank issuing the statements.*
4. *All attached documents should be serialized and stamped.*

SECTION IV- TENDERING FORMS

1. Form of Tender

Date of this Tender submission:_____

ITT No.:_____

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

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

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

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

Conformity: We offer to provide the Security Services in conformity with the tendering document

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 applicationof discounts is shown below: [*Specify in detail the method that shall be usedto apply the discounts*];

c) ***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;

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

e) ***One Tender Per Tenderer:*** We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 14;

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

g) ***State-owned enterprise or institution****:* _____ [*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*];

h) ***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]*

Name of Recipient	Address	Reason	Amount

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

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

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

(o) ***Fraud and Corruption:*** We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

(p) ***Collusive practices:*** We here by certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent tender Determination" attached below; and

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

(r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:

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

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

(iii) Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

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

Further, we confirm that we have read and understood the full content and scope of fraud andcorruption 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: _____

Title of the person signing the Tender:_____

Signature of the person named above _____

Date signed: _____

2 TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

a) Instructions to Tenderer

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

Tenderer's details

	ITEM	**DESCRIPTION**
1	Name of the Procuring Entity	TTNP
2	Name of Tenderer	
3	Full Address and Contact Details of the Tenderer	1. Country ……... 2. y……. 3. Postal Address …… 4. Email …….. 5. Physical Location ……..……... Plot no…… Building & Floor……..……... 6. Name and email of contact person …….
4	Reference Number of the Tender	
5	Maximum value of Business which the tenderer handles	
6	Bank & Branch	

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full_____Age_____

Nationality_____Country of Origin_____

Citizenship_____ID No. of Authorized Representative _____

c) Partnership, provide the following details.

	Name of Partners	**Nationality**	**izenship**	**% 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. If director is a company is a company, give details of human directors until human directors are disclosed.

	Name of Director	Nationality	citizenship	% Shares owned
1				
2				
3				

3. DISCLOSURE OF INTEREST- Interest of the Firm in TTNP.

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

If yes, provide details as follows.

	Name of Person	**Designation in the TTNP**	**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 controls, is 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, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decision s of TTNP 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 TTNP who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		

	Type of Conflict	Disclosure (Yes or No)	If YES provide details of the relationship with tenderer
8	Tenderer has a close business or family relationship with a professional staff of TTNP who would be involved in the implementation or supervision of the such Contract		Tenderer has a close business or family relationship with a professional staff of TTNP who would be involved in the implementation or supervision of the such Contract
9	Has the conflict stemming from such relationship stand in item 7 and 8 above been resolved in a manner acceptable to TTNP throughout the tendering process and execution of the contract		Has the conflict stemming from such relationship stand in item 7 and 8 above been resolved in a manner acceptable to TTNP throughout the tendering process and execution of the contract

Certification

On behalf of the Tenderer, I certify that the information given above is correct.

Full Name_____

Title or Designation_____

_____ _____

(Signature) *(Date)*

3 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 herebymake the following statements that I certify to be true and complete in every respect:

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

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

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

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

iv). 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;

v). 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 in to 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;

vi). 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;

vii). 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;

viii). 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]

4. 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.

Date _____

To:
Taita Taveta National Polytechnic

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 TTNP)* 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.

Yours sincerely,

_____
Name of Tenderer

_____
Signature of duly authorized person signing the Tender

_____
Name and Designation of duly authorized person signing the Tender

_____
Stamp or Seal of Tenderer

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OFTHE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015; THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

Date _____

To:

_____

_____

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 TTNP)* 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 TTNP)* which is TTNP.
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 TTNP)*.
4. That the aforesaid bidder is not insolvent, in receivership, bankrupt or in the process of being wound up andis not the subject of legal proceedings relating to the foregoing.
5. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other biddersparticipating in the subject tender.
6. THAT the aforesaid Bidder, its directors and subcontractors have not been debarred from participating inprocurement proceeding under Part IV of the Act.
7. THAT the aforesaid bidder does not have any conflict of interest or pecuniary interest with any other tendererparticipating in this tender
8. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

Yours sincerely,

_____

Name of Tenderer

_____

Signature of duly authorized person signing the Tender

_____

Name and Designation of duly authorized person signing the Tender

_____

Stamp or Seal of Tenderer

5.DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

Date _____

To:

_____

_____

_____

I..... (full name of the authorized 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 activities in Kenya 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…….....……

6. TENDER - SECURING DECLARATION FORM {r 46 and 155 (2)}

To Be Submitted on Bidder's Letterhead) **Date:**

To:

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

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

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

process] To .....*[insert complete name of*

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

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

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

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

Capay / 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

DETAILED PRICE SCHEDULE

NO	DESCRIPTION OF SERVICES	QTY	Rate	Total Price Inclusive VAT	REMARKS
1.	STANDARD SERVICES Guarding Services Day/ Guarding Service Night Shift Guard.				
2.	Supervisor				
3.	Alarm/Back- up system				
4.	Dog				
TOTAL SUM PER MONTH					
TOTAL SUM PER YEAR					

PART 3 - CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION V - GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

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

b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

d) "Day" means calendar day.

e) "Completion" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

f) "GCC" means the General Conditions of Contract.

g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.

h) "Procuring Entity" means the Procuring Entity purchasing the Goods and Related Services, as **specified in the SCC.**

i) "Related Services" means the services incidental to the supply of the goods, such as insurance, delivery, installation, commissioning, training and initial maintenance and other such obligations of the Supplier under the Contract.

j) "SCC" means the Special Conditions of Contract.

k) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

l) "Supplier" means the person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.

m) **"Base Date"** means a date 30 day prior to the submission of tenders.

n) **"Laws"** means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.

o) **"Letter of Acceptance"** means the letter of formal acceptance, signed by the contractor. Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.

p) **"Procuring Entity"** means the Entity named in the Special Conditions of Contract.

2. Interpretation

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

2.2. Incoterms

a) Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.

b) The terms EXW and CIP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

3. Contract Documents

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

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

4. Fraud and Corruption

3.1 The supplier shall comply with anti-corruption laws and guidelines and the prevailing sanctions, policies and procedures as set forth in the Laws of Kenya.

3.2 The Supplier shall disclose any commissions, gratuity or fees that may have been paid or are to be paid to agents or any other person with respect to the Tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4.1 Entire Agreement

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

4.2 Amendment

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

4.3 Non-waiver

a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable,

such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

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

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfilment of the provisions of the Contract and shall designate one member of the joint venture, consortium, or association to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior written consent of the Procuring Entity.

7. Eligibility

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

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

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

8. Notices

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

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

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of Kenya.

9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in Kenya:

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

b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity.

10. Settlement of Disputes

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

10.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

10.2 Arbitration proceedings shall be conducted as follows:

10.2.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 10.1 shall be finally settled by arbitration.

10.2.2 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 thirty days of the occurrence or discovery of the matter or issue giving rise to the dispute.

10.2.3 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.

10.2.4 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, 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 due payments.

10.2.5 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for the dispute given in its notice of a claim or dispute.

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

10.2.7 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.

10.3 Arbitration Proceedings

10.3.1 Arbitration proceedings with national suppliers will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person or persons 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;

i) Kenya National Chamber of Commerce

ii) Chartered Institute of Arbitrators (Kenya Branch)

iii) The Law Society of Kenya

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

10.3.3 Alternative Arbitration Proceedings

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

10.4 Arbitration with Foreign Suppliers

10.4.1 Arbitration with foreign suppliers shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.

10.4.2 The place of arbitration shall be a location specified in the **SCC;** and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

10.5 Alternative Arbitration Proceedings

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

10.6 Failure to Comply with Arbitrator's Decision

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

10.6.1 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.

10.7 Contract operations continue

Notwithstanding any reference to arbitration herein,

a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

b) the Procuring Entity shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit by the Procuring Entity

11.1 The Supplier shall keep, and shall cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time, changes and costs.

11.2 Pursuant to paragraph 2.2 of Instruction to Tenderers, the Supplier shall permit and shall cause its subcontractors to permit, the Procuring Entity and/or persons appointed by the Procuring Entity or by other statutory bodies of the Government 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 the Procuring Entity. The Supplier's and its Subcontractors' attention is drawn to Sub- Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination, as well as to a determination of ineligibility.

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the delivery of the Goods and completion of the Related Services shall be in accordance with the List of Goods and Delivery Schedule specified in the Supply Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.**

14. Supplier's Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in the **SCC.**

15.2 Where the contract price is different from the corrected tender price, in order to ensure the supplier is not paid less or more relative to the contract price (*which would be the tender price*), any partial payment valuation based on rates in the schedule of prices 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: *(corrected tender price – tender price)/tender price X 100.*

16. Terms of Payment

16.1 The Supplier shall request for payment by submitting invoice(s), delivery note(s) and any other relevant documents as specified in the **SCC** to the Procuring Entity.

16.2 Payments shall be made promptly by the Procuring Entity, but not later than thirty (30) days after submission of an invoice by the Supplier, and after the Procuring Entity has accepted it.

16.3 Where a Procuring Entity rejects Goods and Related Services, in part or wholly, the procuring Entity shall promptly inform the Supplier to collect, replace or rectify as appropriate and give reasons for rejection. The Supplier shall submit a fresh invoice, delivery note and any other relevant documents as specified in the **SCC**.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.

16.5 In the event that the Procuring Entity fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Procuring Entity may pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

17. Taxes and Duties

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies incurred to deliver the Goods and Related Services to the Procuring Entity at the final delivery point.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Kenya, the Supplier shall inform the Procuring Entity and the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 If required as specified in the **SCC**, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 As specified in **the SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Procuring Entity; and shall be in one of the formats stipulated by the Procuring Entity in **the SCC**, or in another format acceptable to the Procuring Entity.

18.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.**

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

20.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished

directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Sub-Supplier such documents, data, and other information it receives from the Procuring Entity to the extent required for the Sub Supplier to perform its work under the Contract, in which event the Supplier shall obtain from such Sub Supplier undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

a) the Procuring Entity or Supplier need to share with other arms of Government or other bodies participating in the financing of the Contract; such parties shall de disclosed in **the SCC;**

b) now or hereafter enters the public domain through no fault of that party;

c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.

c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into

consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified **in the SCC**, and in any other instructions ordered by the Procuring Entity.

24. Insurance

24.1 Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.**

25. Transportation and Incidental Services

25.1 Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified **in SCC:**

a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Kenya as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.

26.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.

26.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection

shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.

26.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub- Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC,** or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result

of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.

29.4 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity, and

b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring Entity with respect to patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 30 days prior to date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Kenya (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

33.1 The Procuring Entity may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;

b) the method of shipment or packing;

c) the place of delivery; and

d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 **Value Engineering:** The Supplier 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) 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.

33.5 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 life cycle costs to the Procuring Entity; or

c) improves the quality, efficiency or sustainability of the Goods; or

d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

33.6 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 Supplier 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 life cycle costs due to any benefit described in

(a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.

33.7 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
   i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 34;
   ii) if the Supplier fails to perform any other obligation under the Contract; or
   iii) if the Supplier, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix to the GCC, in competing for or in executing the Contract.

b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

The Procuring Entity may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity

35.2 Termination for Convenience.

a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:
   i) to have any portion completed and delivered at the Contract terms and prices; and/or
   ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Export Restriction

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to Kenya, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Entity's convenience pursuant to Sub-Clause 35.3.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(h)	The Procuring Entity is: *Taita Taveta National Polytechnic*
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: *[exceptional; refer to other internationally accepted trade terms]*
GCC 4.2 (b)	The version edition of Incoterms shall be *INCOTERMS 2015*
GCC 8.1	For **notices**, the Procuring Entity's address shall be: Attention: *Taita Taveta National Polytechnic* Postal address P.o Box 34- 80300 Voi Physical Address: Voi, Sofia Estate, Taita Taveta National Polytechnic, Administration Block, Tender Box. Telephone: 0202021222 Electronic mail address: N/A
GCC 10.4.2	The place of arbitration shall be. N/A
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier N/A The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed *"shall not,"* be adjustable. If prices are adjustable, the following method shall be used to calculate the price adjustment N/A
GCC 16.1	***Sample provision*** GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: **A. Payment for Goods supplied from abroad:** Payment of foreign currency portion shall be made in *N/A* in the following manner: (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and, in the form, provided in the Tendering document or another form acceptable to the Procuring Entity. (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 12. (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity. B. **Payment of local currency portion of a foreign Supplier shall be made in** Kenya shillings within thirty (30) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed. **C. Payment for Goods and Services supplied from within Kenya:** Payment for Goods and Services supplied from within Kenya shall be made Kenya Shillings, as follows:

	(i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against an invoice and a bank guarantee for the equivalent amount and in the form provided in the Tendering document or another form acceptable to the Procuring Entity. (ii) **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13. The bank guarantee shall then be released. (iii)**On Acceptance:** The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.
GCC 16.5	The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be *[insert number]* days. N/A The interest rate that shall be applied is *[insert number] % N/A*
GCC 18.1	A Performance Security *"shall"" be require of sh. 100,000*
GCC 18.3	If required, the Performance Security shall be in the form of: *a Performance Bond"* If required, the Performance security shall be denominated in *Kenya Shillings*
GCC 18.4	Discharge of the Performance Security shall take place: *[insert date if different from the one indicated in sub clause GCC 18.4]*
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: *[insert in detail the type of packing required, the markings in the packing and all documentation required]*
GCC 24.1	The insurance coverage shall be as specified in the Incoterms. If not in accordance with Incoterms, insurance shall be as follows: *[insert specific insurance provisions agreed upon, including coverage, currency and amount]*
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms. If not in accordance with Incoterms, responsibility for transportations shall be as follows: *N/A*
GCC 25.2	Incidental services to be provided are: *N/A*
GCC 26.1	The inspections and tests shall be: *N/A*
GCC 26.2	The Inspections and tests shall be conducted at: *N/A*
GCC 27.1	The liquidated damage shall be: [*insert number]* % per week N/A
GCC 27.1	The maximum amount of liquidated damages shall be: N/A
GCC 28.3	The period of validity of the Warranty shall be: *[insert number]* days For purposes of the Warranty, the place(s) of final destination(s) shall be: *[insert name(s) of location(s)]* ***Sample provision*** GCC 28.3—In partial modification of the provisions, the warranty period shall be _____ hours of operation or _____ months from date of acceptance of the Goods or (_____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 26.7, **or** (b) pay liquidated damages to the Procuring Entity with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (_____).

	[The rate should be higher than the adjustment rate used in the Tender evaluation under TDS 34.6(f)]
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: *[insert number(s)]* days.
GCC 33.6	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Supplier shall be ___% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.

SECTION VIII - CONTRACT FORMS

To: _____
DATE OF TRANSMISSION**: This Notification is sent by: [*email*] on [*date*] (local time) IMPORTANT: Forthe attention of Tenderer's authorized representative**

Dear Sirs/ Madams,

1. **NOTIFICATION OF INTENTION TO**

AWARDTTNP.... *[insert the name of TTNP]*

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.

a. **The successful Tenderer**
Name:..... *[insert name of successful Tenderer]*
Address: .....*[insert address of the successful*

Tenderer] Contract price .....*[insert contract price*

of the successful Tenderer]

b. Tenderers [INSTRUCTIONS: insert names of all Tenderers. As applicable, insert prices, technicalscores and combined scores. Where the selection method requires it, state the price offered by each Tenderer as read out, and as evaluated. Include over all technical scores and scores assignedfor each criterion and sub-criterion.]

	Name of Tenderer	**Technical scores**	**Financial Proposal Price**	**Evaluated Financial Proposal Cost**	**Combined score and ranking (if applicable)**	
1						
2						
3						
4						
5						

c. **Reason/s why your Tender was unsuccessful [*Delete if the combined score already reveals the reason*]** *[INSTRUCTIONS; State the reason/s why this Tenderer's Tender was unsuccessful. Do NOT include: (a) a point by point comparison with another Tenderer's Tender or (b) informationthat is marked confidential by the Tenderer in its Tender.]*

d. How to request a debriefing ***[This applies only if your Tender was unsuccessful as stated under point (3) above]*** 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 invitation to debriefing as follows:

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

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

Agency.....*[insert name of TTNP]*

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

If your invitation to 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 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 contend 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.

e. How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [*insert date*] (local 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 TTNP]*

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

[At this point in the procurement process] [Upon receipt of this notification] 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 Standstill Period and received by us before the Standstill Period ends.

Further information:

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who has submitted a Tender in this selection 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 deadline stated above.
4. You must include, in your complaint, all of the information required.

f. Standstill Period

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

The Standstill Period lasts fourteen (14) Days after the date of transmission of this Notification of Intention to Award. The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

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

us. On behalf of .....*[insert the name of TTNP]:*

Signature:_____

Name:_____

Title/position:_____

_____

Telephone:_____

Email:_____

Date_____

Notes:

1. ***This Notification of Intention to Award shall be sent to each Tenderer whose Financial Proposal was opened. Send this Notification to the authorized representative of the Tenderer].***
2. ***The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]***

2 NOTIFICATION OF AWARD

Form of Acceptance

[Form head paper of TTNP]

.....*[date]*

To..... *[name and address of the Contractor]*

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 Particular Conditions of Contract]* for the Contractor's Remuneration 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 our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section X, Annex to the Particular Conditions
- Contract Forms, of the Tendering Document

Authorized Signature: ..... Name and

Title of Signal Services Requirements: ..... Name of Agency:

.....

Attachment: Contract Agreement

3. Contract Agreement

THIS AGREEMENT made this……day of .....20…. BETWEEN THE Taita Taveta National Polytechnic, (hereinafter referred to as the "TTNP") of the one part,
AND
…….. (Contractor's full name and principal place of business) a duly registered entity according to the laws of..…… (state country) and of Post Office Box Number .....(full address physical and postal of Contractor) in the Republic aforesaid, (hereinafter referred to as the "Contractor" of the other part;

WHEREAS TTNP invited tenders for certain services, that is to say for ..... (TTNP insert description of services) under Tender Number .....(TTNP insert tender number)

AND WHEREAS TTNP has accepted the Tender by the Contractor for the services in the sum of ……(TTNP specify the total amount in words which should include any payable taxes, duties and insurance where applicable e.g. Value Added Tax) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and the Tender Document.

2. Unless the context or express provision otherwise requires: -
   a) reference to "this Agreement" includes its reals, any schedules and documents mentioned hereunder and any reference to this Agreement or to any other document includes a reference to the other document as varied supplemented and or replaced in any manner from time to time.
   b) any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made thereunder.
   c) words importing the masculine gender only, include the feminine gender or (as the case may be) the neutral gender.

   d) words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the "Contractor" the covenants, agreements obligations expressed to be made or performed by the Contractor shall be deemed to be made or performed by such persons jointly and severally.
   e) where there are two or more persons included in the expression the "Contractor" any act default or omission by the Contractor shall be deemed to be an act default or omission by any one or more of such persons.

3. In consideration of the payment to be made by TTNP to the Contractor as hereinbefore mentioned, the Contractor hereby covenants with TTNP to perform and provide the services and remedy any defects thereon in conformity in all respects with the provisions of the Contract.

4. TTNP hereby covenants to pay the Contractor in consideration of the proper performance and provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. The following documents shall constitute the Contract between TTNP and the Contractor and each shall be read and construed as an integral part of the Contract: -
   a) this Contract Agreement
   b) the Special Conditions of Contract as per the Tender Document
   c) the General Conditions of Contract as per the Tender Document
   d) the Price Schedules submitted by the Contractor and agreed upon with TTNP.
   e) the Details of Service as per TTNP's Tender Document
   f) the Schedule of Requirements
   g) TTNP's Notification of Award dated……

6. the Tender Form signed by the ContractorIn the event of any ambiguity or conflict between the contract documents listed above, the order of precedence shall be the order in which the contract documents are listed in 5 above except where otherwisemutually agreed in writing.

7. The Commencement Date shall be the working day immediately following the fulfillment of all the following: -
   a) Execution of this Contract Agreement by TTNP and the Contractor.
   b) Issuance of the Performance Bond by the Contractor and confirmation of its authentiy by TTNP.
   c) Issuance of the Official Order by TTNP to the Contractor.

d) Where applicable, Opening of the Letter of Credit by TTNP.

8. The period of contract validity shall begin from the Commencement date and end on either -
   a) sixty (60) days after the last date of the agreed performance schedule, or,
   b) where a Letter of Credit is adopted as a method of payment, sixty (60) days after the expiry date of the Letter of Credit or the expiry date of the last of any such opened Letter of Credit whichever is later. Provided that the expiry period of the Warranty shall be as prescribed and further provided that the Warranty shall survive the expiry of the contract.

9. It shall be the responsibility of the Contractor to ensure that its Performance Security is valid at all times during the period of contract validity and further is in the full amount as contracted.

10. Any amendment, change, addition, deletion or variation howsoever to this Contract shall only be valid and effective where expressed in writing and signed by both parties.

11. No failure or delay to exercise any power, right or remedy by TTNP shall operate as a waiver of that right, power or remedy and no single or partial exercise of any other right, power or remedy.

12. Notwithstanding proper completion of performance or parts thereof, all the provisions of this Contract shall continue in full force and effect to the extent that any of them remain to be implemented or performed unless otherwise expressly agreed upon by both parties.

13. Any notice required to be given in writing to any Party herein shall be deemed to have been sufficiently served, if where delivered personally, one day after such delivery; notices by electronic mail and facsimile shall be deemed to be served one day after the date of such transmission and delivery respectively, notices sent by post shall be deemed served seven (7) days after posting by registered post (and proof of posting shall be proof of service), notices sent by courier shall be deemed served two (2) days after such receipt by the courier service for Local Suppliers and five (5) days for Foreign Suppliers.

14. For the purposes of Notices, the address of TTNP shall be Institute Principal, The Taita Taveta National Polytechnic, Voi, Sofia. The address for the Contractor shall be the Contractor'saddress as stated by it in the Confidential Business Questionnaire provided in the Tender Document.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya the day and year first above written.

SIGNED for and on behalf
of TTNP PRINCIPAL

and in the presence of: -

_____
COMPANY SECRETARY

SEALED with the COMMON SEAL
of the CONTRACTOR

_____ _____
DIRECTOR Affix Contractor's Seal here

_____
DIRECTOR'S FULL NAMES

_____

and in the presence of:

_____

DRAWN BY: