



**KISII UNIVERSITY**  
**PO BOX 408-40200 KISII, KENYA**  
Website [www.kisiiuniversity.ac.ke](http://www.kisiiuniversity.ac.ke)

**OPEN TENDER**  
**FOR**  
**PROVISION OF INSURANCE**  
**BROKERAGE SERVICES**  
**KSU/T/06/2024/2025**

**CLOSING DATE: TUESDAY 17th**  
**SEPTEMBER, 2024**

**: 11.30 AM**

**SEPTEMBER 2024**

**SUPPLIER REGISTRATION DETAILS  
FORM 1**

1. Name of Company.....
2. Physical Location (ie) Town /County.....
3. Street/Road.....
4. Building Name.....
5. Box Number.....
6. Email address.....
7. Telephone Number.....
8. Name/s of beneficial owners /Directors and their Id Numbers  
.....  
.....  
.....  
.....
9. Business registration number.....(As indicated in the certificate of incorporation ).
10. Agpo Certificate number.....(Bidders applying for open categories but have AGPO certificates must indicate AGPO number).
11. KRA Pin Number.....

SIGNATURE .....Date.....Stamp.....

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**PROCUREMENT OF TENDER DOCUMENTS FOR  
PROCUREMENT OF INSURANCE SERVICES.**

**NAME AND CONTACT ADDRESSES OF PROCURING ENTITY**

**Name: KISII UNIVERSITY**

**Address: P.O BOX 408-40200**

**Email address: [procurement@kisiiversity.ac.ke](mailto:procurement@kisiiversity.ac.ke)**

**Invitation to Tender (ITT) No. KSU/T/06/2024/2025**

**Tender Description:**

**TENDER FOR PROVISION OF INSURANCE BROKERAGE  
SERVICES:**

# INVITATION TO TENDER

PROCURING ENTITY: KISII UNIVERSITY

## CONTRACT NAME AND DESCRIPTION: PROVISION OF INSURANCE BROKERAGE SERVICES.

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1. The **Kisii University** invites sealed tenders for the provision of Insurance Brokerage Services for a period of **two years** renewable annually subject to **satisfactory performance**.
  2. Tendering will be conducted under open competitive method using a standardized tender document. Tendering is open to all qualified insurance brokerage firms.
  3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours 8.00am to 5.00pm at the address given below. More details on the Services are provided in **PART 2 - Services' Requirements**, Section V - Description of Services of the Tender Document.
  4. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of 1000 Ksh in cash or Banker's Cheque and payable to the address given below. Tender documents may be obtained electronically from the Website(s) [www.kisiiuniversity.ac.ke](http://www.kisiiuniversity.ac.ke) or [www.tenders.go.ke](http://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.kisiiuniversity.ac.ke](http://www.kisiiuniversity.ac.ke) or [www.tenders.go.ke](http://www.tenders.go.ke). Tenderers who download the tender document must forward their particulars immediately to [procurement@kisiiuniversity.ac.ke](mailto:procurement@kisiiuniversity.ac.ke) to facilitate any further clarification or addendum.
  6. All Tenders must be accompanied by a tender security of Ksh 200,000.
  7. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
  8. Completed tenders must be delivered to the address below on or before **17th September 2024**. Electronic Tenders will not be permitted.
  9. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
  9. Late tenders will be rejected.
  10. The addresses referred to above are:

### Address for obtaining further information and for purchasing tender documents

- (1) Name of Procuring Entity: Kisii University
- 1) For hand Courier Deliver to: Kisii University, Off Kisii Kiligoris Road, Procurement Office.

- 2) Tender Box : Outside Main Administration Block
- 3) Postal Address: P.o Box 408-40200
- 4) Contact Person: Senior Procurement Officer,
- 5) e-mail address of the officer to be contacted:  
procurement@kisiiuniversity.ac.ke

**Address for Submission of Tenders.**

- 1) Name of Procuring Entity: Kisii University, Off Kisii Kiligoris Road ,
- 2) Postal Address 408-40200
- 6) Physical address for hand Courier Delivery: Kisii University, Off Kisii Kiligoris Road, .Tender Box : Outside Main Administration Block

**B. Address for Opening of Tenders.**

- 1) Name of Procuring Entity: Kisii University
- 2) Physical address for the location : Kisii University, Off Kisii Kiligoris Road, .Tender Box : Outside Main Administration Block

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

**Designation:**

**SENIOR PROCUREMENT  
OFFICER**

**Date:**

**September 2024**

## **PART 1 - TENDERING PROCEDURES**

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### **SECTION I -INSTRUCTIONS TO TENDEERS**

#### **Scope of Tender**

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

#### **Throughout this tendering document:**

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

#### **Fraud and Corruption**

- 3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015 (the Act), Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.

#### **3.3 Unfair Competitive Advantage –**

Fairness and transparency in the tender process require that the firms

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

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

### **Eligible Tenderers**

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

- e or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Tender; or
- f or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
- g would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2. 1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- h has a close business or family relationship with a professional staff of the Procuring Entity or of the project implementing agency, who:
  - i. are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or
  - ii. Would be involved in the implementation or supervision of such contract unless the conflicts arising from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.

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

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

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

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

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

4.9 A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in

conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.

- 4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in “*SECTION III-EVALUATION AND QUALIFICATION CRITERIA, Item 9*”.
- 4.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not sub contract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 4.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website [www.cak.go.ke](http://www.cak.go.ke)
- 4.13 A Tenderer may be considered ineligible if he/she offers goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.
- 4.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate is sued by the Kenya Revenue Authority.

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

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

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

## **Sections of Tendering Document**

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

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

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

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

- v) Section V-Procuring Entity's Requirements

### **PART 3: Contract**

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

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

- 4.18 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

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

## **Site Visit**

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

## **Pre-Tender Meeting**

- 7.2 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender site visit will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 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 the pre-Tender meeting and the pre-arranged pre tender visit of

the site of the service, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT6.3. Minutes shall not identify the source of the questions asked.

- 7.5 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the service at the web page identified **in the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

### **Clarification of Tender Documents**

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

### **Amendment of Tender Documents**

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

## **C. Preparation of Tenders**

### **Cost of Tendering**

- 7.10 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.

### **Language of Tender**

- 7.11 The Tender as well as all correspondence and documents relating to the

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

### **Documents Comprising the Tender**

7.12 The Tender shall comprise the following:

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

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

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

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

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

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

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

### **Alternative Tenders**

- 7.15 Unless otherwise indicated **in the TDS**, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Best Evaluated Tender shall be considered by the Procuring Entity.
- 7.16 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the TDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 7.17 When specified **in the TDS**, Tenderers are reemitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the TDS**, as will the method for their evaluating, and described in Section VII, Procuring Entity's Requirements.

### **Tender Prices and Discounts**

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

**17.1.1 The currency of the Tender and the currency of payment Currency of Tender s shall be Kenya Shillings.**

## Documents Establishing Conformity of Services

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

notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

- i) If the procurement process is still on going, the tenderer will be disqualified from the procurement process,
- ii) if the contract has been awarded to that tenderer, the contract award will be set aside, pending the outcome of (iii),
- iii) The tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

18.9 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 18.9 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

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

19.1 To establish Tenderer's their eligibility in accordance with ITT4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.

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

19.3 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed methodology, work plan and schedule.

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

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

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

20.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 24.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT20, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the

request shall not be required or permitted to modify its Tender.

## **Tender Security**

- 20.3 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.
- 20.4 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 20.5 If a Tender Security is specified pursuant to ITT 21.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:
- i) cash;
  - ii) a bank guarantee;
  - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
  - iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,
- 20.6 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.
- 20.7 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.
- 20.8 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.
- 20.9 The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- a. If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereof to provide by the Tenderer; or
  - b. if the successful Tenderer fails to:
    - c. sign the Contract in accordance with ITT 46; or
    - d. Furnish a performance security in accordance with ITT 47.
- 20.10 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debar the Tenderer from participating in public procurement as provided in the law.
- 20.11 The Tender Security or Tender-Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally

constituted into a legally enforceable JV at the time of Tendering, the Tender security or Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 13.2.

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

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

20.13 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13, bound with the volume containing the Form of Tender, and clearly marked "Original. "In addition, the Tenderer shall submit copies of the Tender, in the number specified **in the TDS**, and clearly marked as "Copies. "In the event of discrepancy between them, the original shall prevail.

20.14 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.

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

20.16 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

20.17 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 Sealing and Marking of Tenders**

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

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

- ii. in the envelope or package or container marked “COPIES-ALTERNATIVE TENDER”, all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

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

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

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

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

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

### **Late Tenders**

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

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

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

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

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

20.25 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.

### **Tender Opening**

- 20.26 Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1 shall be as specified **in the TDS**.
- 20.27 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.
- 20.28 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.
- 20.29 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.
- 20.30 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.
- 20.31 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified **in the TDS**.
- 20.32 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT25.1).
- 20.33 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
- a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
  - b) The Tender Price, per lot (contract) if applicable, including any discounts; and
  - c) any alternative Tenders;
  - d) The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
  - e) Number of pages of each tender document submitted

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

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

### **Confidentiality**

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

20.36 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.

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

### **Clarification of Tenders**

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

20.39 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.

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

20.40 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.

### **Determination of Responsiveness**

20.41 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.

20.42 A substantially responsive Tender is one that meets the requirements of the

tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

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

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

20.44 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.

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

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

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

### **Arithmetical Errors**

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

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

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

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

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

### **Conversion to Single Currency**

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

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

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

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

### **Evaluation of Tenders**

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

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

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

- a) Price adjustment due to discounts offered in accordance with ITT 16.4;
- b) price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3;
- c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33; and
- d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

20.55 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

20.56 In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in

the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria. For one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT

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

### **Comparison of Tenders**

- 20.57 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.

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

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

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

- 20.60 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**

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

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

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

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

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

20.64 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.

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

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

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

20.66 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.

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

20.68 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.

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

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

### **F. Award of Contract Award Criteria**

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

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

- 42.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/Notification of a ward to all tenderers which shall contain, at a minimum, the following information:
- a) The name and address of the Tenderer submitting the successful tender;
  - b) The Contract price of the successful tender;
  - c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;
  - d) the expiry date of the Stand still Period; and
  - e) instructions on how to request a debriefing and/or submit a complaint during the stand still period;

### **Stand still Period**

- 42.2 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- 42.3 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.

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

- 42.4 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 42, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.
- 44.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

### **Letter of Award**

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

### **Signing of Contract**

- 42.5 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.
- 42.6 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 42.7 The written contract shall be entered into within the period specified in the

notification of award and before expiry of the tender validity period

### **Performance Security**

- 42.8 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another Form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.
- 42.9 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

### **Publication of Procurement Contract**

- 42.10 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.

### **Adjudicator**

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

### **Procurement Related Complaints and Administrative Review**

- 42.12 The procedures for making a Procurement-related Complaint are as specified in the **TDS**.
- 42.13 A request for administrative review shall be made in the form provided under contract forms.

## SECTION II - TENDER DATA SHEET (TDS)

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

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<b>A. General</b>
ITT 1.1	The reference number of the Request for Tenders (ITT) is : <b>KSU/T/06 /2024-2025</b> The Procuring Entity is: <b>KISII UNIVERSITY</b> The name of the ITT is: <b>INSURANCE SERVICES</b> The number and identification of lots (contracts) comprising this ITT is: <b>N/A</b>
ITT 2.1(a)	<b>Electronic –Procurement System-</b> N/A
ITT 2.2	One year Duration.
ITT 3.3	Unfair competitive advantage will lead to disqualification.
ITT 3.4	N/A
ITT 4.1	N/A
	<b>B. Contents of Tendering Document</b>
ITT 8.1	(a) A pre-tender conference <b>N/A</b> (b) A pre-arranged pretender visit <b>N/A</b>
ITT 8.2	The questions in writing, to reach the Procuring Entity not later than: <b>13<sup>th</sup> September, 2024</b>
ITT 8.4	N/A
ITT 9.1	i) The Tenderer will submit any request for clarifications in writing at the Address <a href="mailto:procurement@kisiiversity.ac.ke">procurement@kisiiversity.ac.ke</a> to reach the Procuring Entity not later than <b>13<sup>th</sup> September 2024</b>  ii) The Procuring Entity shall publish its response at the website <a href="http://www.kisiiversity.ac.ke">www.kisiiversity.ac.ke</a> The Procuring Entity shall also promptly publish response at the website

<b>ITT Reference</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
	<a href="http://www.tenders.go.ke">www.tenders.go.ke</a>
	<b>C. Preparation of Tenders</b>
<b>ITT 13.1 (i)</b>	The Tenderer shall submit the following additional documents in its Tender: As per preliminary evaluation criteria.
	1.
<b>ITT 15.1</b>	Alternative Tenders [ <i>shall not be</i> ] considered.
<b>ITT 15.2</b>	Alternative times for completion [ <i>shall not be</i> ] permitted.
<b>ITT 15.3</b>	Alternative technical solutions shall <b>not</b> be permitted for the following parts of the Services:
<b>ITT 15.4</b>	Performance security shall be 10% of tender sum.
<b>ITT 16.7</b>	The prices quoted by the Tenderer <i>shall not</i> be subject to adjustment during the performance of the Contract.
<b>ITT 20.1</b>	The Tender validity period shall be <b>126 days</b> .
<b>ITT 21.1</b>	<i>[If a Tender Security shall be required, a Tender-Securing Declaration shall not be required, and vice versa.]</i> A Tender Security [ <i>shall be</i> ] required. A Tender-Securing Declaration [ <i>shall not be</i> ] required. If a Tender Security shall be required, the amount and currency of the Tender Security shall be Ksh 200,000 .(TWO HUNDRED THOUSAND)
<b>ITT 21.3 (a)</b>	The Contract price shall NOT be adjusted
<b>ITT 22.1</b>	In addition to the original of the Tender, the number of copies is: <b>One 1</b>
<b>ITT 22.3</b>	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <b>Power of attorney attached</b>
	<b>D. Submission and Opening of Tenders</b>
<b>ITT 24.1</b>	For <u>Tender submission purposes</u> only, the Procuring Entity's address is: <b>Kisii University</b> Attention: <b>The Vice Chancellor.</b>

<b>ITT Reference</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
	Address: _____ Address: <b>Off Kisii - Kiligoris Road ,P.o Box 408-40200 Kisii</b>
<b>ITT 24.1</b>	<b>The deadline for Tender submission is:</b> Date: <b>17th September 2024</b> Time: <b>11.30 Am</b> Tenderers <i>shall not</i> have the option of submitting their Tenders electronically.
<b>ITT 27.1</b>	The Tender opening shall take place at: Physical Address: <b>Kisii University Boardroom</b> Date: <b>17th September 2024</b> Time: <b>11.30 Am</b>
<b>ITT 27.1</b>	<i>N/A</i>
<b>ITT 27.6</b>	The Form of Tender and priced Activity Schedule shall be initialed by four <b>[4]</b> representatives of the Procuring Entity conducting Tender opening. <b><i>And 2 two representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Procuring Entity.</i></b>
<b>E. Evaluation and Comparison of Tenders</b>	
<b>ITT 31.7</b>	comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified as follows: The adjustment shall be based on the <b><i>average</i></b> price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.
<b>ITT 33.1</b>	The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: <b>Kenyan Shillings</b>  The source of exchange rate shall be: <b>The Central bank of Kenya</b> (mean rate)  The date for the exchange rate shall be: <b>the deadline date for Submission of the Tenders.</b>
<b>ITT 34.1</b>	Margin of preference not allowed

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 34.2	The invitation to tender is extended to the following group that qualify for Reservations <i>Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability.</i>
ITT 35.2 (d)	Additional evaluation factors shall be as specified
ITT 35.4	Tenderers shall be <u>not allowed</u> no quote separate prices for different lots (contracts) and the methodology to determine the lowest tenderer is specified in Section III, Evaluation and Qualification Criteria.
	<b>F. Award of Contract</b>
ITT 49.1	The Adjudicator proposed by the Procuring Entity is N/A
ITT 50.1	<p>The procedures for making a Procurement-related Complaint are available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> or email <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a>.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>Title/position: <b>Senior Procurement Officer</b></p> <p>Procuring Entity :<b>Kisii University</b></p> <p>Email address: <i>procurement@kisiiuniversity.ac.ke</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <p>(i) the terms of the Tender Documents; and  (ii) the Procuring Entity’s decision to award the contract.</p>

## SECTION III – EVALUATION AND QUALIFICATION CRITERIA

### General Provision

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

### Evaluation and contract award Criteria

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

### Preliminary examination for Determination of Responsiveness

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

**Preliminary/Mandatory evaluation criteria for Brokers and Proposed Underwriters  
: Tenderers Shall:**

Sr	CRITERIA	Yes	No
1.	Submit two dully filled, tender documents clearly marked (Original and Copy) clearly labeled with tender number.		
2.	Submit Company Certified copy of Registration/Incorporation certificate for Broker and proposed Underwriter certified by a commissioner of oaths.		
3.	Submit Valid certified copy of 2024 license from IRA for Underwriters and AIB license for Brokers certified by a commissioner of oaths		
4.	Submit company Valid Tax Compliance Certificate for Broker and proposed underwriter (To be validated using KRA portal).		
5.	Provide Copy of certified CR 12 (or an equivalent document) issued within the last 12 months from the registrar of companies for Broker and proposed Underwriter certified by a commissioner of oaths.		
6.	Copy of Directors IDs/Passports for Broker and Proposed Underwriter.		
7.	Submit company Certified copies of Audited financial accounts for 2 years ie 2021 & 2022.Signed by directors then certified and signed by the Auditor for Broker		
8.	Submit valid copy of company single business permit to offer <b>brokerage</b> services issued by county government and certified by a commissioner of oaths.		
9.	Submit a Tender Security of Ksh 200,000 of the tender sum valid for 126 days from date of tender opening from a bank or insurance company approved by PPRA.		
10.	Submit dully filled, signed, stamped FORM SD1 in format provided.		
11.	Submit dully filled, signed, stamped FORM SD2 in format provided.		
12.	Submit a dully filled, signed and stamped Confidential Business Questionnaire in the format provided.		
13.	Submit duly filled, signed and stamped Form of Tender in the Format provided.		
14.	Document should be legible and presentable. All pages of the bid document submitted must be initialized and sequentially serialized or paginated from 1 <sup>st</sup> page to the last page in the form of 1,2,3,4...n.		
15.	Provide authorization letter from underwriter for which the broker will be referring his quote to and working with incase of award.		

## Technical Evaluation Criteria

Tenderers shall be expected to score at-least **70 out of the Maximum 100** in Technical Evaluation for them to be eligible for Financial Evaluation.

<b>TECHNICAL EVALUATION</b>				
<b>No</b>	<b>Criteria</b>	<b>Points</b>	<b>Points scored</b>	<b>Total points</b>
1	<p><b>FIRE &amp; ALLIED PERILS</b> Sum Assured (Kshs.000) Kshs <b>1,504,094</b></p> <p><b>criteria</b></p> <ul style="list-style-type: none"> <li>a) Any excess indicated less one point</li> <li>b) Without excess indicated score 4 points</li> <li>c) Any excess indicated above 2% less one point.</li> </ul>	<b>4</b>		
2	<p><b>DOMESTIC PACKAGE</b> Sum Assured (Kshs.000) kshs <b>13,005</b></p> <p><b>criteria</b></p> <ul style="list-style-type: none"> <li>a) Any excess indicated less one point</li> <li>b) Any excess indicated above 2% less one point</li> <li>c) Without excess indicated score 4 points</li> </ul>	<b>4</b>		
3	<p><b>FIDELITY GUARNTTEE</b> Sum Assured (Kshs.000) kshs <b>10,000</b></p> <p><b>criteria</b></p> <ul style="list-style-type: none"> <li>a) Any excess indicated less one point</li> <li>b) Any excess indicated above 10% less one point</li> <li>c) Without excess indicated score 4 points</li> </ul>	<b>4</b>		
4	<p><b>BURLARY &amp; THEFT</b> Sum Assured (Kshs.000) kshs <b>3000</b></p> <p><b>criteria</b></p> <ul style="list-style-type: none"> <li>a) Any excess indicated less one point</li> <li>b) Any excess indicated above 10% less one point</li> <li>c) Without excess indicated score 4 points</li> </ul>	<b>4</b>		
6	<p><b>PUBLIC LIABILITY</b> Sum Assured (Kshs.000) kshs <b>5,000</b></p> <p><b>criteria</b></p> <ul style="list-style-type: none"> <li>a) Any excess indicated less one point</li> <li>b) Any excess indicated above Kshs 5,000 less one point</li> <li>c) Without excess indicated score 4 points</li> </ul>	<b>4</b>		

7	<b>MOTOR INSURANCE PRIVATE</b> <b>criteria</b> a) Medical expenses below Kshs50,000 less 1 point b) Towing charges below Kshs50,000 less 1 point c) Windscreen below Kshs 50,000 less 1 point d) Radio/CD player below Kshs 50,000 less 1 point e) Maximum applicable excess 20,000-60,000 5points f) Maximum applicable excess 70,000-100,000 3points	12		
8	<b>MOTOR INSURANCE COMMERCIAL</b> <b>criteria</b> a) Medical expenses below Kshs50,000 less 1 point b) Towing charges below Kshs50,000 less 1 point c) Windscreen below Kshs 50,000 less 1 point d) Radio/CD player below Kshs 50,000 less 1 point e) Maximum applicable excess 20,000-60,000 5points f) Maximum applicable excess 70,000-100,000 3points	12		
9	<b>GROUP PERSONAL ACCIDENT (FIVE COUNCIL MEMBERS)</b> Sum Assured 11,000 (Kshs.000)kshs <b>criteria</b> a) Any excess indicated less one point b) Without excess indicated score 4 points	4		
9	<b>INDUSTRIAL ATTACHMENT STUDENTS</b> <b>criteria</b> a) Death benefit indicated score 1 point b) Permanent Total Disability (PTD) indicated score 1point c) Dental benefit indicated score 1 point d) Medical benefit indicated score1 point	4		
10	<b>WORK INJURY BENEFIT (WIB)</b> Sum Assured (Kshs.) Kshs <b>10,451,629 x12=125,419,548.6</b> <b>criteria</b> a) Any excess indicated less 1 point b) Any excess indicated above Kshs5,000 less 2 points c) Without excess indicated 4 points	4		
11	Provision of three contracts/L.P.Os/L.S.Os with value of similar works form different organizations/ clients. (Each6mks)	18		
12	Copy of comprehensive company profile.	6		
13	Claim settlement From at least 4 clients. With a minimum claim of Ksh 500,000 each (2 marks for each claim)	8		

14	Provide a list of corporate clients and references to which the company has done similar services in the last five (5) years.	4		
15	Provide evidence of customer complaint handling and resolution period (January-April 2024) by providing copies of correspondences.	8		
<b>TOTAL POINTS SCORED</b>		<b>100</b>		

**Tender Evaluation (ITT 35)**

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

**FINANCIAL EVALUATION:**

The Procuring Entity will consider the lowest overall responsive Tenderer subject to due diligence which shall be conducted in line with the provisions of Section 83 of the Public Procurement Asset and Disposal Act 2015.

**Premium quoted:**

The broker shall be required to ensure that the premium rate for each cover to be signed by the Underwriters Principal Officer and to be submitted as part of the tender response.

The broker that will submit the overall lowest evaluated premium will be considered for award. NB:

The premiums rates quoted will be subject to proportionate changes taking into cognizance of the addition and reduction of the number of items, sum insured/assured from time to time.

## WORK SCHEDULES AND SPECIFICATIONS:

### TYPES OF POLICY COVER

#### 1. FIRE & ALLIED PERILS

##### A. BUILDING

		Area	Sum-Assured
Site-woks		Assorted	56,000,000
Buildings :		SQ FT	0
1	ICT SITE HOUSE	1,529	3,822,500
2	ICT CENTRE	53,433	192,400,000
3	SCHOOL OF LAW	2,753	8,259,000
4	SCHOOL OF LAW/OFFICES	11,271	33,813,000
5	SCHOOL OF AGRICULTURE	18,022	54,066,000
6	AMPHITHEATRE	11,679	30,000,000
7	LSH SCHOOL OF LAW	817	1,634,000
8	WATER PLANT	3,150	6,300,000
9	MAIN LIBRARY	49,405	148,215,000
10	GENERATOR HOUSE	1,015	1,522,500
11	SAKAGWA	35,110	122,885,000
12	TUITION BLOCK	71,116	248,906,000
13	SCIENCE COMPLEX	13,666	40,998,000
14	CHANCELLOR'S PAVILION	11,025	33,075,000
15	SPORTS OFFICES	1,233	3,699,000
16	CLERK OF WORKS	1,242	2,484,000
17	DVC-ADMIN	1,991	4,977,500
18	EXAM/SUPPLIES	1,991	4,977,500
19	DVC ACADEMIC	1,991	4,977,500

20	GUESTHOUSE	1,991	4,977,500
21	AP RESIDENCE/	1,991	4,977,500
22	STUDENT FINANCE	1,991	4,977,500
23	PROCUREMENT	1,991	4,977,500
24	ADMIN BLOCK	11,022	33,066,000
25	DEAN OF STUDENTS	6,073	18,219,000
26	OLD ICT BUILDING	9,458	28,374,000
27	SECURITY OFFICE	632	948,000
28	REGISTRAR ACADEMIC	2,511	7,533,000
29	POWER HOUSE	226	226,000
30	HOSTELS	34,686	104,058,000
31	MEDICAL CENTRE	1,526	3,815,000
32	SAGINI HALL	3,369	10,107,000
33	MEDICAL LAB	1,312	3,280,000
34	PUBLIC HEALTH/MO	1,312	3,280,000
35	ADA/CHIEF HALLS OFFICER	1,700	4,250,000
36	TRANSPORT/CATERING	1,700	4,250,000
37	KSUSA OFFICES	1,700	4,250,000
38	NYASANI HOSTELS	8,920	26,760,000
39	POSHO MILL	711	1,066,500
40	NYAYO HALL	7,252	21,756,000
41	TRANSPORT OFFICE	339	678,000
42	VC RESIDENCE	1,752	5,256,000
<b>TOTAL</b>			<b>1,304,094,000</b>

**B. Contents**

Consisting of Library books, Farm Inputs, Computer & Appliance (computer lab) and the following equipment: School of Medicine labs, Kitchen, Laboratory, Games, Medical, Tuition, Sports, Water Supply and accommodation, furniture, Lab Equipment and Appliances, Engineering Equipment, Lifts, CCTV, ICT Equipment, Water plant equipment etc at Kisii University

200,000,000

**TOTAL:1,504,094,000**

**2. DOMESTIC PACKAGE**

Residential house consisting of guest house Vice chancellor's

**TOTAL**

**13,005,000**

### 3. FIDELITY GUARANTEE

Indemnity against loss of money and or stock and any other property:

**TOTAL 10,000,000**

### 4. BURGLARY & THEFT

Loss of damages to property insured resulting for forcible or violent entry/exit from premises

**TOTAL 3,000,000**

### 5. PUBLIC LIABILITY 6,000,000

### 6. INDUSTRIAL ATTACHMENT STUDENTS

- ❖ The university shall be sending students for industrial attachment /teaching practice as need arises.
- ❖ You are required to provide a flat rate premium cover per students and the same will be settled as per the number of students to be provided.

**N/B: The list of students to be sent for insurance cover shall be on need basis.**

### 7. GROUP PERSONAL ACCIDENT FOR COUNCIL MEMBERS IN OFFICE 2,200,000X5=11,000,000

#### COUNCIL MEMEBERS

POSITION	NAME:	GENDER	YEAR OF BIRTH	AGE
Independent Members	DR. SARAH JEROP RUTO	F	1967	56
	DR. SAMSON ERIC MUCHELULE	M	1969	54
	JOSPHAT KIPSOY SAWE	M	1958	65
	DR. BOB NDUBI	M	1973	50
Vice Chancellor	Prof Nathan Ogechi	S	1968	56

## 8. WORK INJURY BENEFIT (WIB)

**TOTAL 10,451,629.05**

- ❖ Indemnity in respect of death or injury to employees arising out of and in the course of their employment. **As per the lists below.**
- ❖ **Names of Employees shall be provided at before contract signing.**

PF NO.	KUDHEIHA NAME	BASIC PAY	GRADE
80405		53,652.01	II
80507		47,652.02	II
80776		41,119.00	II
80328		60,628.01	III
80409		54,628.01	III
80548		54,628.01	III
80618		60,628.01	III
80736		48,022.01	III
80775		53,288.02	III
80843		48,756.00	III
80855		53,894.02	III
80913		47,288.02	III
81068		54,022.01	III
81138		47,288.01	III
81252		48,022.01	III
81305		48,756.00	III
80385		64,289.00	IV
80436		64,289.00	IV
80447		58,289.00	IV
80448		65,105.00	IV
80550		59,105.00	IV
80596		65,105.00	IV
80667		65,105.00	IV
80676		64,289.02	IV
80717		58,289.00	IV
80873		57,474.00	IV
81044		55,677.00	IV
81118		59,105.00	IV
81134		56,949.00	IV
81139		70,949.02	IV
81246		59,105.00	IV
81251		58,580.00	IV
81291		50,949.00	IV
81413		66,211.00	IV
81496		50,133.00	IV

KUE0021		28,738.00	IV
KUE0047		28,738.00	IV
KUE0282		28,738.00	IV
KUE0333		28,738.00	IV
	<b>KUSU</b>	0	
<b>PF NO.</b>		<b>0.00</b>	<b>GRADE</b>
38676		99,491.02	C
292		166,707.01	XI
81497		179,500.00	XII
	<b>UASU</b>	0.00	
<b>PF NO.</b>	<b>NAME</b>	<b>0.00</b>	<b>GRADE</b>
80593		164,623.00	XI
80625		170,623.00	XI
80643		307,614.00	XV
80801		326,715.02	XIII
80845		199,154.00	XII
80853		164,623.00	XI
80941		188,123.00	XI
80982		170,623.00	XI
80995		164,623.00	XI
80999		164,623.00	XI
81015		164,623.00	XI
81066		164,623.00	XI
81101		170,623.00	XI
81166		170,623.00	XI
81240		164,623.00	XI
81249		164,623.00	XI
81266		906,386.00	XIX
81281		170,623.00	XI
81286		178,273.00	XI
81308		164,623.00	XI
81309		164,623.00	XI
81331		164,623.00	XI
81332		164,623.00	XI
81333		164,623.00	XI
81341		231,702.00	XII
81342		164,623.00	XI
81346		170,623.00	XI
81363		191,397.00	XI
81368		164,623.00	XI
81371		164,623.00	XI
81380		170,623.00	XI
81388		164,623.00	XI
81396		170,623.00	XI
81402		350,123.00	XI
81405		182,098.00	XI

81406		164,623.00	XI
81411		170,623.00	XI
81422		182,098.00	XI
81439		164,623.00	XI
81450		164,623.00	XI
81462		164,623.00	XI
81468		164,623.00	XI
81469		188,123.00	XI
81480		164,623.00	XI
81483		164,623.00	XI
81490		182,123.00	XI
81492		164,623.00	XI
81495		740,820.00	XX
		<b>10451629.05</b>	

## 9. MEDICAL COVER FOR COUNCIL MEMBERS

POSITION	NAME:	GENDER	YEAR OF BIRTH	AGE
Independent Members	DR. SARAH JEROP RUTO	F	1967	57
	DR. SAMSON ERIC MUCHELULE	M	1969	55
	JOSPHAT KIPSOY SAWE	M	1958	66
	DR. BOB NDUBI	M	1973	51

## 10: COMPREHENSIVE MEDICAL COVER FOR VICE CHANCELLOR

Position	Name	Gender	Year of Birth	Age
Vice Chancellor	Prof .Nathan O Ogechi	M	1968	56

## BANDING FOR COUNCIL MEMBERS AND VICE CHANCELLOR

SERIAL NUMBER		Inpatient Limits(KSH)	Out Patient Limits Per Year (KSH)
1.	Appointed/Independent Council Members	2,000,000	100,000
2.	Vice Chancellor	6,000,000	500,000
3.	OPTICAL AND DENTAL FOR BOTH COUNCIL MEMBERS AND VICE CHANCELLOR	100,000	100,000

# MOTOR VEHICLES.

NO	Reg.No	Make / Model	Estimated Value(KSH S.(000))	STATUS	Policy Cover Required	Year of manufacture
1.	KBJ 240 U	Isuzu MV 123 Turbo	3,000,000.00	Operational	Comprehensive	2009
2.	KUV 013	Isuzu DQR	800,000.00	Operational	Comprehensive	1983
3.	KBQ 509 D	Nissan Urvan	350,000.00	Operational	Comprehensive	2011
4.	KBQ 501 D	Nissan Tiida	300,000.00	Operational	Comprehensive	2010
5.	KBR 788 U	Toyota corolla	1,500,000.00	Operational	Comprehensive	2011
6.	KBT 675 N	Ford Everest	3,000,000.00	Operational	Comprehensive	2012
7.	KBU 163 T	Ford Ranger	3,200,000.00	Operational	Comprehensive	2012
8.	KBW104 V	Tractor	850,000.00	Operational	Comprehensive	2013
9.	KBW 04 7V	Toyota	800,000.00	Operational	Comprehensive	2013
10.	KCE 093D	Toyota fortune	6,000,000.00	Operational	Comprehensive	2014
11.	KCE196D	Ford Ranger	3,200,000.00	Operational	Comprehensive	2013
12.	KCH 359Q	Isuzu	5,000,000.00	Operational	Comprehensive	2015
13.	KCH 361Q	Isuzu	5,500,000.00	Operational	Comprehensive	2015
14.	KCH 916 Q	Ford Ranger	3,500,000.00	Operational	Comprehensive	2016
15.	KCH 496Q	Ford Ranger	4,500,600.00	Operational	Comprehensive	2016
16.	KCH 521Q	Toyota corolla	2,000,000.00	Operational	Comprehensive	2015
17.	KCH 522Q	Toyota corolla	2,000,000.00	Operational	Comprehensive	2015
18.	KCK 985U	Toyota corolla	2,500,000.00	Operational	Comprehensive	2017
19.	KCT 071Y	Toyota Prado	8,000,000.00	Operational	Comprehensive	2021
20.	KCT 089Y	Toyota Hiace	6,000,000.00	Operational	Comprehensive	2021
21.	KCT 984Y	FAW TRUCK	2,500,000.00	Operational	Comprehensive	2020
22.	Generator320 KVA		6,000,000.00	Operational	Comprehensive	-

23.	Generator 500 KVA	12,000,000.00	Operational	Comprehensive	-
24.	Generator 30 KVA	3,500,000.00	Operational	Comprehensive	-
<b>TOTAL VALUE</b>		<b>86,000,600</b>			

**SECTION IV - TENDERING FORMS**  
**FORM OF TENDER**  
**INSTRUCTIONS TO TENDERERS**

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*
- iv) *The Form of Tenders shall include the following Forms duly completed and signed by the Tenderer.*
  - a) *Tenderer's Eligibility-Confidential Business Questionnaire*
  - b) *Certificate of Independent Tender Determination*
  - c) *Self-Declaration of the Tenderer*

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

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

**Alternative No.:** \_\_\_\_\_ [insert identification No

*if this is a Tender or an alternative] To: [insert complete*

*name of Procuring Entity]*

- a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT9;
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT4;
- c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT21;
- d) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the tendering document of the following: [insert a brief description of the Non-Consulting Services];
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is: [Insert one of the options below as appropriate]

Option 1, in case of one lot: Total price is: [insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];

Or

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

[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

- f) **Discounts:** The discounts offered and the methodology for their application are:
  - i) The discounts offered are: *[Specify in detail each discount offered.]*
  - ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
  
- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 19.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1(as amended if applicable),and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
  
- h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
  
- i) **One Tender Per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT4.3, other than alternative Tenders submitted in accordance with ITT14;
  
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
  
- k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 4.6];*
  
- l) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, r gratuity].*

Name of Recipient	Address	Reason	Amount

*(If none has been paid or is to be paid, indicate “none.”)*

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

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

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

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

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

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

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

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

## TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

### Instruction to Tenderer

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

#### a) Tenderer's details

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

#### General and Specific Details

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

Name in full \_\_\_\_\_ Age \_\_\_\_\_

Nationality Country of Origin \_\_\_\_\_ Citizenship \_\_\_\_\_

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

	<b>Names of Partners</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
1				
2				
3				



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

i) Private or public Company \_\_\_\_\_

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

Nominal Kenya Shillings (Equivalent)

.....

Issued Kenya Shillings (Equivalent)

.....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

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

ii) **Conflict of interest disclosure**

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

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

**f) Certification**

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

Full Name \_\_\_\_\_

Title or Designation \_\_\_\_\_

\_\_\_\_\_  
(Signature)

ate)

(D

## CERTIFICATE OF INDEPENDENT TENDER DETERMINATION.

I, the undersigned, in submitting the accompanying Letter of Tender to the \_\_\_\_\_  
\_\_\_\_\_ [Name of Procuring Entity] for: \_\_\_\_\_

\_\_\_\_\_ [Name and number of tender] in response  
to the request for tenders made by: \_\_\_\_\_ [Name of Tenderer] do hereby  
make the following statements that I certify to be true and complete in every  
respect:

I certify, on behalf of

\_\_\_\_\_/   
Name of Tenderer] that:

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

arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;

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

Name Title \_\_\_\_\_

Date \_\_\_\_\_

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

**SELF-DECLARATION FORMS**

**FORM SD1**

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

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

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

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

Bidder Official Stamp

**FORM SD2**

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

I, .....of P. O. Box.....being a resident of .....

..... in the Republic of ..... do hereby make a statement as follows:-

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

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

Bidder's Official Stamp

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

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

..... declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

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

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

Sign.....  
.....

Position.....  
.....

Office address.....

Telephone.....

Email.....  
.....

Name of the Firm/Company.....  
.....

Date.....  
.....

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

Witness

Name.....

Sign.....  
.....

Date.....

## APPENDIX1-FRAUD AND CORRUPTION

*(Appendix 1 shall not be modified)*

### 1. Purpose

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

### 2. Requirements

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1above.
- 2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:
- 1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
  - 2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;
  - 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
    - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
    - b) if a contract has already been entered into with the person, the contract shall be voidable;
  - 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
3. An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
- a) Shall not take part in the procurement proceedings;
  - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and

- c) Shall not be a subcontractor for the tender to whom was awarded contract, or a member of the group of tenders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
4. An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 4.1 If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the a warding officer. etc.

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

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
  - i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

- ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v) “obstructive practice” is:
  - a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - b) acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
  - c) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:  
 "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
  - c) Rejects a proposal for award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub- contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Act and Regulations;
  - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants,

Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup>all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

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

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

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

**2. TENDERER INFORMATION FORM**

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

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

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

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

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

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

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

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

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

6. Tenderer's Authorized Representative Information

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

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

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

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

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

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

In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. In case of state-owned enterprise or institution, in accordance with ITT4.6 documents establishing:

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



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

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

## OTHER FORMS

### TENDERER'S JV MEMBERS INFORMATION FORM

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

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

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

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

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

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

**Beneficiary**

**Request for Tenders No**

.....Date:..... TENDER

**GUARANTEE No.:**\_\_\_\_\_

**Guarantor:**

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

\_\_\_\_\_  
*[signature(s)]*

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

**FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]**

**TENDER GUARANTEE No.:** \_\_\_\_\_

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

Sealed with the Common Seal of the said Guarantor this \_\_\_\_day of \_\_\_\_\_ 20 \_\_.

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

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

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

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Signature of the Guarantor]

\_\_\_\_\_  
[Witness]

\_\_\_\_\_  
[Seal]