KENYA NATIONAL EXAMINATIONS COUNCIL

OPEN NATIONAL TENDER FOR

PROVISION OF WASTE PAPER DISPOSAL SERVICES

TENDER NO. KNEC/ONT/2019/2020/011

CLOSING DATE: 29TH JUNE, 2020
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SECTION I – INVITATION TO TENDER

The Kenya National Examinations Council invites sealed tenders from service providers to offer the following services.

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Interested eligible candidates may obtain further information from KNEC Procurement Office, Tel: 254-20-249178/247344/2226884 Email: procurement@knec.ac.ke, NHC House Aga Khan Walk Nairobi on working days from 12TH JUNE 2020 between 9.00a.m. to 12.30p.m. and 2.00p.m. to 3.30p.m. Local time.

A complete set of tender documents may be downloaded by interested candidates from the KNEC website www.knec.ac.ke or http://supplier.treasury.go.ke/site/tenders.go/index.php. Bid Prices quoted should be inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender. Completed Tender documents in plain sealed envelopes clearly marked on top with the tender Number and name for the Tender should be addressed to:-

The Ag. Chief Executive Officer
The Kenya National Examinations Council
P.O Box 73598 – 00200
NAIROBI.

and must be deposited in the Tender Box on 6th floor, NHC House Aga Khan Walk Nairobi so as to be received on or before 29TH JUNE, 2020 at 10.00 A. M. Tenders will be opened immediately thereafter at 10.20 a.m. local time in the presence of the a few candidates/representatives who choose to attend in the Conference Room 7th floor, NHC House. Witnessing by tenderers will be controlled due to the current corona virus pandemic.

Late bids shall be rejected.

Ag. Chief Executive Officer
KENYA NATIONAL EXAMINATIONS COUNCIL
## SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

2.1.1. This Invitation to tender is open to tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2. The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.2.2 The tender document shall be downloaded from KNEC web site for free.

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

i) Instructions to tenderers
ii) General Conditions of Contract
iii) Special Conditions of Contract
iv) Schedule of Requirements
v) Details of service
vi) Form of tender
vii) Price schedules
2.3.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

2.4.1 A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity’s address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents.

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of tender documents

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in
another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 **Documents Comprising the Tender**

The tender prepared by the tenderer shall comprise the following components:

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire.

2.8 **Form of Tender**

2.8.1 The tenderers shall complete the **Form of Tender** and **ALL Price Schedules furnished** in the tender documents, indicating the services to be performed. Failure to quote for all items will lead to automatic disqualification of your bid.

2.9 **Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to the Instructions to Tenderers.

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1, the tenderer shall furnish, as part of its tender, mandatory documents establishing the tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.3 The tender security is required to protect the Procuring entity against the risk of the tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7.

2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

   a) A bank guarantee.

   b) Such insurance guarantee approved by the Authority.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20.

2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.8 The tender security may be forfeited:
(a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

(b) In the case of a successful tenderer, if the tenderer fails:

(i) to sign the contract in accordance with paragraph 30 or
(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 **Validity of Tenders**

2.13.1 Tenders shall remain valid for **90 days** or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 **Format and Signing of Tender**

2.14.1 The tenderer shall prepare two copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.
2.15 **Sealing and Marking of Tenders**

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) Bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE 29\text{TH JUNE, 2020 at 10.00 A. M}"

2.15.2 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 **Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.1 no later than 29\text{TH JUNE, 2020 at 10.00 A. M}.

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 **Modification and withdrawal of tenders**

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tender’s is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.
2.17.4 No tender may be withdrawn 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 Tender
Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its
tender security.

2.17.4 The procuring entity may at any time terminate procurement proceedings before contract
award and shall not be liable to any person for the termination.

2.17.5 The procuring entity shall give prompt notice of the termination to the tenderers and on
request give its reasons for termination within 14 days of receiving the request from any
tenderer.

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of
tenderers’ representatives who choose to attend, at the Conference Room on 7th Floor,
NHC Building at 2.30pm on 29th June, 2020 at 10.00 A. M. The tenderers’
representatives who are present shall sign a register evidencing their attendance.

2.18.2 The tenderers’ names, tender modifications or withdrawals, tender prices, discounts, and
the presence or absence of requisite tender security and such other details as the
Procuring Entity, at its discretion, may consider appropriate, will be announced at the
opening.

2.18.3 The procuring entity will prepare minutes of the tender opening which will be submitted
to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity
may at its discretion, ask the tenderer for a clarification of its tender. The request for
clarification and the response shall be in writing, and no change in the prices or substance
shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity’s
tender evaluation, tender comparison or contract award decisions may result in the
rejection of the tenderers’ tender.

Comparison or contract award decisions may result in the rejection of the tenderers’
tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete,
whether any computational errors have been made, whether required securities have been
furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity’s determination of a tender’s responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to other currencies

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20.

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity’s evaluation of a tender will take into account, in addition to the tender price, the following factors, technical specifications as outlined in the Evaluation criteria.

2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
2.22.5 To qualify for contract awards, the tenderer shall have the following:-

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing

(d) Shall not be debarred from participating in public procurement.

2.23. **Contacting the procuring entity**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderer's tender.

**2.24 Post qualification**

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer’s financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer’s tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer’s capabilities to perform satisfactorily.

**2.25 Award Criteria**

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been
determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.26 Procuring entities right to vary quantities

The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity’s action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.27 Procuring entities right to accept or reject any or all tenders

A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.28 Notification of award

2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.28.3 Upon the successful Tenderer’s furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.29 Signing of Contract

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.29.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
2.29.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.30 Performance Security

2.30.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

2.31.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix on instructions to tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

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<th>Particulars of appendix to instructions to tenderers</th>
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<td>Quoted prices shall be in Kenya Shillings only.</td>
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<td>2.11</td>
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<tr>
<td>2.12</td>
<td>Not Applicable</td>
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</table>
2.24 Particulars of post – qualification if applicable - KNEC will conduct due diligence.

2.30 Particulars of performance security if applicable - Not applicable

Contract Duration The contract duration will be for two years from date of contract signing.

**NB: Evaluation and Comparison of Tenders**

The evaluation and comparison of tenders shall be as follows:-

1. Confirmation of compliance with mandatory requirements. Bidders who fail to comply with any of the mandatory requirements shall be treated as non-responsive and rejected at this stage.

2. Technical evaluation. Bidders who are responsive under the mandatory evaluation criteria shall be evaluated as per the Technical Evaluation Criteria set out in *Schedule I*. Bidders are required to score more than 70% to qualify for further evaluation under the Commercial Evaluation Criteria.

3. Commercial Evaluation. The bids received from the qualified bidders in (2) above shall be evaluated and ranked from the highest to the lowest provided that the quotations were obtained from the eligible bidders as specified in Section 2.1. The commercial evaluation shall also take into consideration any conditions attached to the bids.

**The Evaluation Criteria shall therefore be as follows:**

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<td>A.</td>
<td>MANDATORY REQUIREMENTS</td>
<td>REMARKS</td>
</tr>
<tr>
<td>1.</td>
<td>Serially Number your document (number all pages before submission)</td>
<td>1. Provide evidence</td>
</tr>
<tr>
<td>2.</td>
<td>Copy of Valid certificate of Company Registration/corporation.</td>
<td>2. Any bidder who fails to meet any of these mandatory requirements will be deemed non-responsive</td>
</tr>
<tr>
<td>3.</td>
<td>Copy of a valid Tax Compliance certificate</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Copy of a valid Single Business Permit</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Filled Confidential Business Questionnaire</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Submit Original and copy of the tender document</td>
<td></td>
</tr>
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<td></td>
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<tr>
<td>---</td>
<td>---</td>
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</tr>
<tr>
<td>7.</td>
<td>Copy of a Valid Waste Disposal Licence from NEMA</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Copy of a Valid Waste Disposal Licence from the County Government</td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td><strong>TECHNICAL CRITERIA</strong></td>
<td><strong>SCORE</strong></td>
</tr>
<tr>
<td>1.</td>
<td>Copy of Audited Financial Statements/ Accounts for the last two years (From 2017 and above). The Auditor must be in good standing with ICPAK or equivalent body. a. Profitability - the company must on average have made profit over the 2 years period b. Company must have a positive net current Assets position over the 2 years</td>
<td>20</td>
</tr>
<tr>
<td>2.</td>
<td>Evidence of at least three (2) similar assignments done in the past 5 years (Attach copies of LPOs/Contract/Completion certificate for proof of work done)</td>
<td>20</td>
</tr>
<tr>
<td>3.</td>
<td>Evidence of possession of a Recycling Plant or access to one</td>
<td>20</td>
</tr>
<tr>
<td>4.</td>
<td>Evidence of possession of a Pulping Plant</td>
<td>20</td>
</tr>
<tr>
<td>5.</td>
<td>Demonstrate ability to apply a minimum of 5 methods used for the disposal of various waste products - advise on relevant approvals/evidence/certs</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td><strong>GRAND TOTAL</strong></td>
<td><strong>100</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Pass mark is 70%</strong></td>
<td></td>
</tr>
</tbody>
</table>

1. Only bidders who attain a pass mark of 70% will proceed to the Financial Evaluation Stage.
2. Documentary evidence shall be required from bidders to ascertain their qualification in each of the above aspects.
3. A due Diligence process will be carried out to confirm the qualifications of the bidders and the outcome shall determine the award decision. This will form part of the evaluation process.
   Site Visit:
4. As part of due diligence, the Procuring entity reserves the right to conduct site visits to the reference sites in determining to its satisfaction whether the selected tenderer having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.
SECTION III : GENERAL CONDITIONS OF CONTRACT

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<tr>
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<td>Resolution of disputes</td>
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<td>20</td>
</tr>
<tr>
<td>3.17</td>
<td>Applicable law</td>
<td>20</td>
</tr>
<tr>
<td>3.18</td>
<td>Notices</td>
<td>20</td>
</tr>
</tbody>
</table>
SECTION III : GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.

d) “The Procuring entity” means the organization sourcing for the services under this Contract.

e) “The contractor means the individual or firm providing the services under this Contract.

f) “GCC” means general conditions of contract contained in this section

g) “SCC” means the special conditions of contract

h) “Day” means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

3.3 Standards

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.4 Use of contract documents and information

3.5 Patent Right’s

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security
3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

   a) A bank guarantee.

   b) Such insurance guarantee approved by the Authority.

   c) Letter of credit.

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer’s performance of obligations under the contract, including any warranty obligations under the contract.

3.7 **Inspections and Tests**

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 **Payment**

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC
3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity’s request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity’s prior written consent.

3.11 Termination for Default

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

b) if the tenderer fails to perform any other obligation(s) under the Contract.

c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

The procuring entity may at the any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.
3.13 Termination for convenience

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity’s and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be refered for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16 Force Majeure

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

3.17 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party’s address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.
<table>
<thead>
<tr>
<th>General conditions of contract reference</th>
<th>Special conditions of contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.6 Specify performance security if applicable</td>
<td>NOT Applicable</td>
</tr>
<tr>
<td>3.8 Specify method and conditions of performance</td>
<td>- as and when required</td>
</tr>
<tr>
<td>3.9 Price Adjustments</td>
<td>not allowed</td>
</tr>
<tr>
<td>23.14 resolution of disputes</td>
<td>Specify -through Arbitration</td>
</tr>
<tr>
<td>3.17</td>
<td>Specify applicable law-laws of Kenya</td>
</tr>
<tr>
<td>3.18</td>
<td>Addresses- The Ag. Chief Executive Officer P.O. Box 73598-00200 NAIROBI Email; procurement@k nec.ac.ke</td>
</tr>
</tbody>
</table>

**SECTION IV: SPECIAL CONDITIONS OF CONTRACT**

**Notes on Special Conditions of Contract**

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

a) Information that complement provisions of section III must be incorporated

b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.
SECTION IV: SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 The SUPPLIER shall carry out all waste paper collection hereunder between the hours of 8.a.m and 3.p.m on request by Client.

4.3 The SUPPLIER shall take every reasonable precaution to ensure that all persons employed by it shall be efficient, sober and honest.

4.4 The client undertakes during the term of this Agreement or within one year after termination therefore (however the same maybe determined) not to offer employment in any garbage/refuse collection capacity to any person (or company where such officer or servant has any interest) who shall be have on officer or servant of the contractor.

4.5 The SUPPLIER hereby recognizes that all information relating to the business of the Client involving without restriction, information concerning the transactions of the client and its customers, services offered by the Client, its accounts constitutes confidential information and that disclosure of such information would harm and damage the client.

4.6 The Suppliers agrees to maintain as confidential such information and undertakes not to use or disclose to any third party any part or the whole of the confidential information which may become accessible to the SUPPLIER in the course of undertaking and its obligation hereunder and agrees not to permit the use or disclosure of such information for any purpose at any time in any way whatsoever.

4.7 Without prejudice to the generality of the forgoing the SUPPLIER shall not copy, disseminate, reproduce, tamper with or remove from the Client any document, books, letters, papers, financial or other statement, computer or other prints-outs or any other records including equipment or any movable assets form any of the Client’s premises.

4.8 The SUPPLIER shall ensure that his/her employees or agents are aware of and comply with the confidentiality and non-disclosure provisions contained in this agreement. The contractor shall obtain from its employees or agents as will be assigned duties under this agreement or who may in any way obtain access to any such confidential information, enforceable undertakings n terms at least as extensive and binding upon such employees or agents as the contractor is bound to the Client hereunder.
4.9 Any notice required or permitted to be given by the parties hereto shall be validly given or sent by registered post addressed to or left at the address given above and if sent by post shall be deemed to have been received five days after the date of posting.
SECTION VI 

DESCRIPTION OF SERVICES

Provision of Waste Paper Disposal Services for from various Kenya National Examinations Council (KNEC) sites.

SPECIFICATIONS FOR WASTE PAPER DISPOSAL

TECHNICAL REQUIREMENTS

5.0 DURATION OF CONTRACT

This contract shall endure for a period of two (2) years

5.1 THE SERVICE SCHEDULE

5.1.1. The quantity of waste paper materials to be disposed off during the contract period may be of about 300000 - 400000 kgs per month (approximately). However, no guarantee can be given to the minimum quantity.

5.1.2 The contactor will have to collect confidential waste paper from the designated place at least twice in a month or as and when called upon to do so by the KNEC and segregation of the materials in the KNEC compound will not be allowed.

5.1.3 The contactor will be expected to pulp the collected waste paper at their site immediately on arrival. All the costs in connection with lifting of the materials will be borne by the contractor and no expenditure will devolve on the part of KNEC.

5.1.4 The lifting of materials, as stated in paragraph (3) above, will be made by the contractor on any working day between 9:00am to 3:00pm. The contractor will have to inform KNEC at least 3 days in advance of the intended date of lifting of the materials.

5.1.5 The contractor will be required to bring his own vehicle for lifting the materials and will employ his own labour, bags, etc, for packing and lifting of the materials. No assistance will be rendered in this regard by KNEC.

5.1.6 The contractor will be responsible for cleaning the area from where the waste materials are lifted.

5.1.7 The lifting of the waste materials shall be undertaken only under the supervision of the General Administration Department or any other officer nominated for the purpose by KNEC. The listing of the waste materials will be allowed from the places designated for the purpose only and after issuance of necessary security/ gate pass. Under no circumstances shall the contractor lift any material lying inside any of the building in the KNEC premises.

5.1.8 The contractor will not be permitted to authorize any sub-contractor or any other firm to collect the material on his behalf.

5.1.9 Failure to remove the waste papers, etc., twice in a month, or as and when called upon to do so, without any justifiable reasons will be treated as a breach of contract and in that case KNEC will have the right to cancel the contract without assigning any reason and
thereby forfeit the contract amount deposited at the time of commencement of the contract including the security deposit.

5.1.10 In case of any dispute, the decision of KNEC will be final and binding. All disputes shall be subject to jurisdiction of court of Kenya.

5.1.11 Evidence of a recycling plant.
5.1.12 Evidence of a pulping plant.
5.1.13 Capacity to handle large tonnage of waste paper.
5.1.14 Evidence of annual turnover.
5.1.15 Valid waste disposal license from NEMA.
5.1.16 At least (5) methods used for the disposal of various waste products.

SECTION VI - THE COLLECTION POINTS THAT ARE COVERED ARE AS follows;

<table>
<thead>
<tr>
<th>ITEM</th>
<th>PREMISES</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1</td>
<td>NHC House</td>
</tr>
<tr>
<td>6.2</td>
<td>Reprographics Building - South C</td>
</tr>
<tr>
<td>6.3</td>
<td>Mitihani hse-Dennis Pritt</td>
</tr>
<tr>
<td>6.4</td>
<td>Industrial Area</td>
</tr>
<tr>
<td>6.5</td>
<td>NMH Building - South C</td>
</tr>
<tr>
<td>6.6</td>
<td>Hired Warehouse at North Airport Road</td>
</tr>
</tbody>
</table>

NB: The successful bidder will collect the waste paper from the above KNEC premises, weigh it at their premises and submit a copy of the weight details for each consignment to KNEC. Payment for the waste paper delivered based on the quoted unit price above and total weight collected shall be effected on monthly basis through a cheque.
## SECTION VIII - PRICE SCHEDULE FOR GOODS

<table>
<thead>
<tr>
<th>NO</th>
<th>PREMISES</th>
<th>AMOUNT OF WASTE PAPER PER MONTH</th>
<th>WASTE PAPER COLLECTION. PRICE PER KG. PAYABLE TO KNEC (KSHS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.1</td>
<td>NHC House</td>
<td>250,000Kg to 400,000Kg</td>
<td></td>
</tr>
<tr>
<td>8.2</td>
<td>Reprographics Building - South C</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.3</td>
<td>Mitihani hse-Dennis Pritt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.4</td>
<td>Industrial Area</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.5</td>
<td>NMH Building - South C</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.6</td>
<td>Hired Warehouse at North Airport Road</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NB: All rates will be inclusive of transport and loading charges:

Signature of tenderer

Note: In case of discrepancy between unit price and total, the unit price shall prevail.
Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.

2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3.

3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.

4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.

SECTION VII - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form
FORM OF TENDER

[insert Date ______________________________
Tender No. ____________________________
To……………………..…………………………..
…………………………..
[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. [description of services] in conformity with the said tender documents for the sum of. [total tender amount in words………………………………………………………………………………………………………………
………………………………………………………………………………………………………………
………………………………………………………………………………………………………………
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

In-figures
………………………………………………………………………………………………………………
………………………………………………………………………………………………………………
………………………………………………………………………………………………………………

2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).

4. We agree to abide by this Tender for a period of [number] ........days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _________________ day of ________________ 20 [signature] [In the capacity of]
Duly authorized to sign tender for and on behalf of _____________
CONTRACT FORM

THIS AGREEMENT made the ___day of_____20____between............[name of procurement entity] of .................[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and .................[name of tenderer] of ...............[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz………………………[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the spares in the sum of …………………………………………[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

   (a) the Tender Form and the Price Schedule submitted by the tenderer;
   (b) the Schedule of Requirements;
   (c) the Technical Specifications;
   (d) the General Conditions of Contract;
   (e) the Special Conditions of Contract; and
   (f) the Procuring entity’s Notification of Award.

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by___________the _________(for the Procuring entity)

Signed, sealed, delivered by___________the __________(for the tenderer)

in the presence of_______________.
CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

<table>
<thead>
<tr>
<th>Part 1 General</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Name: .................................................................</td>
</tr>
<tr>
<td>Location of Business Premises: ..................................................</td>
</tr>
<tr>
<td>Plot No., .................................................................Street/Road ..................................................</td>
</tr>
<tr>
<td>Postal address: ..............................Tel No. ...............................Fax Email ..................................</td>
</tr>
<tr>
<td>Nature of Business: .................................................................</td>
</tr>
<tr>
<td>Registration Certificate No.: ..........................................................</td>
</tr>
<tr>
<td>Maximum value of business which you can handle at any one time – Kshs. ...............</td>
</tr>
<tr>
<td>Name of your bankers: ........................................................................</td>
</tr>
<tr>
<td>Branch: .......................................................................................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (a) – Sole Proprietor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your name in full: ................. Age: ..................................................</td>
</tr>
<tr>
<td>Nationality: ........................ Country of Origin: ...............................</td>
</tr>
<tr>
<td>Citizenship details: .................................................................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (b) – Partnership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Given details of partners as follows</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>------</td>
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<th>Part 2 (c) – Registered Company</th>
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<tr>
<td>Private or Public: ..................................................</td>
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<td>State the nominal and issued capital of company</td>
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<td>Nominal Kshs.</td>
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<td>Issued Kshs.</td>
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<td>Given details of all directors as follows</td>
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<td>Name</td>
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Date: ........................................... Signature of Candidate: ...........................................
TENDER SECURITY FORM

Whereas …………………………………………… [name of the tenderer]

(hereinafter called “the tenderer”) has submitted its tender dated……………….[date of submission of tender ] for the provision of …………………………………………………………………………………

[name and/or description of the services]

(hereinafter called “the Tenderer”).……………………………………………………………………..

KNOW ALL PEOPLE by these presents that WE…………………………………………………

Of……………………………………………having registered office at

[name of procuring entity](hereinafter called “the Bank”) are bound unto………………

[name of procuring entity](hereinafter called “the procuring entity”) in the sum of ………

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this___________ day of 20_________.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

   (a) fails or refuses to execute the Contract Form, if required; or
   (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

__________________________________________________________________________

[signature of the bank]

(Amend accordingly if provided by Insurance Company)
PERFORMANCE SECURITY FORM

To: ……………………………………………………………………………………………………………………………………………………………

[name of the Procuring entity]

WHEREAS……………………………….[name of tenderer]

(herinafter called “the tenderer”) has undertaken, in pursuance of Contract No.___________[reference number of the contract] dated _______________20______to

supply………………………………………………………………………………………………………

[Description services][Hereinafter called “the contract”]

AND WHEREAS it bas been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ………………………………………………………………………………………………………………………………………………………………………………….[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of …………………………….[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

________________________

Signature and seal of the Guarantors

____________________________________________________________________

[name of bank or financial institution]

____________________________________________________________________

[address]

____________________________________________________________________

[date]

(Amend accordingly if provided by Insurance Company)
BANK GUARANTEE FOR ADVANCE PAYMENT

To……………………………

[name of tender]………………………………………………

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

……………………………………………………………………

[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of ……………………………………………………………………………………………

[amount of guarantee in figures and words].

We, the ……………………………………………………………………………

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding ……………………………………………………………………………………………

[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

_________________________________________________

[bank or financial institution]

_____________________________________________________

[address]

_____________________________________________________

[date]
LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity
_____________________
_____________________

To: ____________________
_____________________
_____________________

RE: Tender No. __________

Tender Name __________

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

________________________________________________________________________

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) ________________________________

________________________________________________________________________

SIGNED FOR ACCOUNTING OFFICER
**OTHER MANDATORY REQUIREMENTS TO BE PROVIDED BY FIRMS**

**VENDOR DETAILS**

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<td>1.</td>
<td>SUPPLIER NAME</td>
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<td>KRA PIN NUMBER</td>
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<td>3.</td>
<td>SUPPLIER TELEPHONE NUMBER.</td>
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<td>4.</td>
<td>SUPPLIER EMAIL ADDRESS</td>
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<td>5.</td>
<td>SUPPLIER POSTAL ADDRESS</td>
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<td>6.</td>
<td>BUSINESS REGISTRATION NUMBER</td>
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<td>7.</td>
<td>BUSINESS TYPE</td>
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<td>8.</td>
<td>TAX COMPLIANCE EXPIRY DATE;</td>
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<td>9.</td>
<td>LICENSE/PERMIT NUMBER.</td>
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<td>10.</td>
<td>PERMIT EXPIRY DATE;</td>
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<td>11.</td>
<td>TECHNICAL CAPABILITY STATEMENT</td>
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<td>- Core Competencies of the firm</td>
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<td>- Past performance (similar contracts with government entities/private entities)</td>
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<td>- Number of full time employees</td>
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<td>12.</td>
<td>COMPANY/SUPPLIER TURNOVER</td>
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<td>13.</td>
<td>AVAILABLE LINES OF CREDIT</td>
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<td>14.</td>
<td>NAMES OF DIRECTORS</td>
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<td>15.</td>
<td>AGPO CERTIFICATE NO</td>
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**STAMP** .......................................................... **SIGN** ..........................................................  
**DATE** ......................................................