

## **AGRICULTURE AND FOOD AUTHORITY**

Tea House| Naivasha Road, Off Ngong Road,  
P.O. Box 37962– 00100 NAIROBI

Tel: 254 700 638672/+254 737 454618

Email: [info@afa.go.ke](mailto:info@afa.go.ke)/ [tenders@afa.go.ke](mailto:tenders@afa.go.ke)

Website: [www.afa.go.ke](http://www.afa.go.ke)

 AFA Kenya  @kenya\_afa

### **TENDER DOCUMENT**

**TENDER FOR PROVISION OF ASSETS VERIFICATION, VALUATION, AND TAGGING  
SERVICE.**

**TENDER NO. AFA/OT/51/2024/2025.**

**PUBLISHED DATE: 1<sup>ST</sup> APRIL 2025**

**CLOSING DATE: 15<sup>TH</sup> APRIL 2025**

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## INVITATION TO TENDER

### PROCURING ENTITY: AGRICULTURE AND FOOD AUTHORITY

Tea House| Naivasha Road, Off Ngong  
Road, P.O. Box 37962– 00100 NAIROBI

### CONTRACT NAME AND DESCRIPTION: PROVISION OF ASSETS VERIFICATION, VALUATION, AND TAGGING SERVICES

*The Agriculture and Food Authority invites sealed tenders for* **PROVISION OF ASSETS VERIFICATION, VALUATION, AND TAGGING SERVICES**

1. Tendering will be conducted under an open competitive method using a standardized tender document. Tendering is open to all qualified and interested Tenderers.

*In case the tender is subject to multiple contracts/lots, insert “Tenderers will be allowed to tender for one lot.*

*The tender is OPEN to all categories*

Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours 0900 to 1500 hours 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.

2. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of I,000.00 in cash or Banker's Cheque and payable to the address given below. Tender documents may be obtained electronically from the Website [www.afa.go.ke](http://www.afa.go.ke) or [www.tenders.go.ke](http://www.tenders.go.ke) Tender documents obtained electronically will be free of charge.
3. Tender documents may be viewed and downloaded for free from the website [www.afa.go.ke](http://www.afa.go.ke) or [www.tenders.go.ke](http://www.tenders.go.ke) Tenderers who download the tender document must forward their particulars immediately to [tenders@afa.go.ke](mailto:tenders@afa.go.ke).to facilitate any further clarification or addendum.
4. All Tenders must be accompanied by a “tender Security” *The tender Security will be Kshs200,000.00 (Two Hundred Thousand only.*
5. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
6. Completed tenders must be delivered to the address below on or before **15<sup>th</sup> APRIL 2025** Electronic Tenders **will not** be permitted.
7. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
9. Late tenders will be rejected.
10. The addresses referred to above are:

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

The Agriculture and Food Authority  
Tea House, Naivasha Road, off Ngong Road  
P. O. Box 37962 – 00100  
Cell :(+254) 737 – 454618/ (+254) 700 - 638672

**B. Address for Submission of Tenders.**

Agriculture and Food Authority  
P. O. Box 37962 – 00100  
Tea House, Naivasha Road, off Ngong Road  
ATT: Director General  
Drop in the AFA Tender Box located at the Reception Ground floor

**C. Address for Opening of Tenders.**

Agriculture and Food Authority  
Tea House, Naivasha Road, off Ngong Road  
Conference Room Ground Floor

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## **PART 1 - TENDERING PROCEDURES**

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## SECTION I -INSTRUCTIONS TO TENDERERS

### A. General

#### 1. Scope of Tender

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

#### 2. Throughout this tendering document:

##### 2.1 The terms:

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

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

#### 3. Fraud and Corruption

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

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

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

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

## 4 Eligible Tenderers

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

operate under Commercial law; and (iii) are not under supervision of the Procuring Entity.

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

## **5 Qualification of the Tenderer**

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

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

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

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

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

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tender Data Sheet (TDS)



- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

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

- v) Section V-Procuring Entity's Requirements

## **PART 3: Contract**

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

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

### **1. Site Visit**

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

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

- 8.1 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender site visit will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.
- 8.3 Minutes of the pre-Tender meeting and the pre-arranged pre tender visit of the site of the service, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.
- 8.4 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the service at the web page identified **in the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

### **9 Clarification of Tender Documents**

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

source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the webpage identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 8.4.

## **10 Amendment of Tender Documents**

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

## **C. Preparation of Tenders**

### **11 Cost of Tendering**

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

### **12 Language of Tender**

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

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

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

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

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

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

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

- 14.1 The Form of Tender and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 22.3. All blank spaces shall be filled in with the information requested.
- 14.2 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

#### **15 Alternative Tenders**

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

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

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

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

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

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

- 18.1 To establish the conformity of the Non-Consulting Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Procuring Entity's Requirements.

- 18.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Procuring Entity's Requirements.
- 18.3 Tender to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers, qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement processor contract management.
- 18.4 The purpose of the information described in ITT 18.3 above, overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 18.4 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT18.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 18.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 18.7 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 18.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- i) If the procurement process is still on going, the tenderer will be disqualified from the procurement process,
  - ii) if the contract has been awarded to that tenderer, the contract award will be set aside, pending the outcome of (iii),
  - iii) The tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.
- 18.9 If a tenderer submits information pursuant to these requirements that is in complete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 18.9 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine err or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

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

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

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

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

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

## **21 Tender Security**

- 21.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.
- 21.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 21.3 If a Tender Security is specified pursuant to ITT 21.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:
- i) cash;
  - ii) a bank guarantee;
  - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
  - iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,
- 21.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.
- 21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.
- 21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.
- 21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- a. If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereof to provide by the Tenderer; or
  - b. if the successful Tenderer fails to:
  - c. sign the Contract in accordance with ITT 46; or
  - d. Furnish a performance security in accordance with ITT 47.
- 21.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debar the Tenderer from participating in public procurement as provided in the law.



21.9 The Tender Security or Tender-Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender security or Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 13.2.

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

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

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

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

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

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

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

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

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

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

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

The inner envelopes or packages or containers shall:

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

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

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

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

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

## **25 Late Tenders**

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

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

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

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

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

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

## **27 Tender Opening**

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

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

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

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

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

27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be



considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified in the TDS.

- 27.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT25.1).
- 27.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
- a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
  - b) The Tender Price, per lot (contract) if applicable, including any discounts; and
  - c) any alternative Tenders;
  - d) The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
  - e) Number of pages of each tender document submitted
- 27.9 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be distributed to Tenderer upon request.

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

### **28 Confidentiality**

- 28.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 42.
- 28.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.
- 28.3 Notwithstanding ITT 28.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

### **29 Clarification of Tenders**

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

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

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

### **31 Determination of Responsiveness**

- 31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the

Tender itself, as defined in ITT 12.

- 31.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- a) If accepted, would:
    - i. affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or
    - ii. limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
  - b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
- 31.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 18 and ITT 19, in particular, to confirm that all requirements of Section VII, Procuring Entity's Requirements have been met without any material deviation or reservation, or omission.
- 31.4 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 31.5 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformity in the Tender.
- 31.6 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.
- 31.7 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS.**

## **32 Arithmetical Errors**

- 32.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 32.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
  - b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive .and
  - c) If there is a discrepancy between words and figures, the amount in words shall prevail
- 32.3 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

## **33 Conversion to Single Currency**

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

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

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

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

## **35 Evaluation of Tenders**

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

## **36 Comparison of Tenders**

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

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

### **Tenders Abnormally Low Tenders**

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

## **Abnormally High Tenders**

- 37.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
- 37.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:
- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
  - ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.
- 37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

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

- 38.1 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.
- 38.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:
- a) Accept the Tender; or
  - b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding 10% of the Contract Price; or
  - c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
  - d) Reject the Tender.

## **39 Qualification of the Tenderer**

- 39.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 39.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.
- 39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

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

- 40.1 The Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to Contract Award, without thereby incurring any liability to Tenderers. In

case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

## **F. Award of Contract**

### **43 Award Criteria**

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

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

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

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

### **43 Stand still Period**

- 43.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- 43.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

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

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

### **45 Letter of Award**

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

### **46 Signing of Contract**

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

## **47 Performance Security**

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

## **48 Publication of Procurement Contract**

- 48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:
- a) Name and address of the Procuring Entity;
  - b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
  - c) The name of the successful Tenderer, the final total contract price, the contract duration.
  - d) Dates of signature, commencement and completion of contract;
  - e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

## **49 Adjudicator**

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

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

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



## SECTION II - TENDER DATA SHEET (TDS)

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

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

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

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<b>A. General</b>
ITT 1.1	<p>The reference number of the Request for Tenders (ITT) is: <b>AFA/OT/51/2024-2025</b></p> <p>The Procuring Entity is: <b>Agriculture and Food Authority</b></p> <p>The name of the ITT is: <b>PROVISION OF ASSETS VERIFICATION, VALUATION AND TAGGING SERVICES</b> The number and identification of lots (contracts) comprising this ITT is: <i>[insert number and identification of lots (contracts)]</i> <b>NONE</b></p>
ITT 2.1(a)	<p><b>Electronic –Procurement System</b></p> <p>The Procuring Entity shall use the following electronic procurement system to manage this Tendering process: <b>N/A</b></p> <p>The electronic procurement system shall be used to manage the following aspects of the Tendering process: <b>N/A</b></p>
ITT 2.2	The Intended Completion Date is <b>6 months</b>
ITT 3.3	Information that any unfair competitive advantage over competing firms is as follows: <b>N/A</b>
ITT 3.4	The firms that provided consulting services <b>N/A</b>
ITT 4.1	The maximum number of members in the Joint Venture (JV) shall be: <i>[NONE]</i>
	<b>B. Contents of Tendering Document</b>
ITT 8.1	<p>(a) A pre-tender conference <b>will not be held</b></p> <p>(b) A pre-arranged pre-tender visit to the site of the works visit <b>will not be held</b></p>
ITT 8.2	The questions in writing, to reach the Procuring Entity not later than <b>10th April 2025</b>
ITT 8.4	Minutes of the pre-tender meeting and the pre-arranged pretender visit of the site of the works shall be published on the website <b>N/A</b>
ITT 9.1	<p>The Tenderer will submit any request for clarifications in writing at the Address <u><a href="mailto:tenders@afa.go.ke">tenders@afa.go.ke</a></u> to reach the Procuring Entity not later than <b>10<sup>th</sup> April 2025</b></p> <p>The Procuring Entity shall publish its response at the website <u><a href="http://www.afa.go.ke">www.afa.go.ke</a></u> or <u><a href="http://www.tenders.go.ke">www.tenders.go.ke</a></u></p> <p>The Procuring Entity shall also promptly publish <i>the</i> response at the website <u><a href="http://www.afa.go.ke">www.afa.go.ke</a></u> or <u><a href="http://www.tenders.go.ke">www.tenders.go.ke</a></u></p>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<b>C. Preparation of Tenders</b>
ITT 13.1 (i)	The Tenderer shall submit the following additional documents in its Tender: <i>[list any additional document not already listed in ITT 13.1 that must be submitted with the Tender]</i>
	Other documents required are <b>all in the evaluation Criteria</b>
ITT 15.1	Alternative Tenders “ <i>shall not be</i> ” considered.
ITT 15.2	Alternative times for completion “ <i>shall not be</i> ” permitted.
ITT 15.3	Alternative technical solutions shall be permitted for the following parts of the Services: <b>NONE</b>
ITT 16.7	The prices quoted by the Tenderer “ <i>shall not</i> ” be subject to adjustment during the performance of the Contract.
ITT 20.1	The Tender validity period shall be 175 days.
ITT 21.1	A Tender Security <i>shall be</i> required. Submit a valid Tender Security of Kshs 200,000,000.00 (Kenya Shillings Two Hundred Million) valid for 28 days beyond the Tender Validity period from a reputable bank recognized by the Central Bank of Kenya (CBK), at the CBK prevailing exchange rate on the date of the tender advertisement.
ITT 21.3 (a)	The Contract price shall be adjusted by 0 %.
ITT 22.1	In addition to the original of the Tender, the number of copies is: <b>NONE</b>
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <b>Power of attorney</b>
	<b>D. Submission and Opening of Tenders</b>
ITT 24.1	For <b><u>Tender submission purposes</u></b> only, the Procuring Entity’s Drop the Tender Document in the AFA Tender Box located at the Reception Agriculture and Food Authority Tea House, Naivasha Road, off Ngong Road ATT: Director General
ITT 24.1	<b>The deadline for Tender submission is:</b> Date: <b>15<sup>th</sup> April 2025</b> Time: <b>11.00am</b> Tenderers “ <i>shall not</i> ” have the option of submitting their Tenders electronically.
ITT 27.1	The Tender opening shall take place at: Physical Address: <i>Nairobi</i> , Tea House, Naivasha Road, off Ngong Road conference room Ground Floor



ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<b>Date: 15th April 2025</b> <b>Time: 11.00am</b>
ITT 27.1	The electronic Tender opening procedures shall be: <b>Not allowed</b>
ITT 27.6	<p>The Form of Tender and priced Activity Schedule shall be initialed by <b>Three (3)</b> representatives of the Procuring Entity conducting Tender opening.</p> <p><b>Each Tender shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Agriculture and Food Authority</b></p>
<b>E. Evaluation and Comparison of Tenders</b>	
ITT 31.7	comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified as follows: The adjustment shall be based on the _____ ( <i>insert “average” or “highest”</i> ) price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.
ITT 33.1	<p>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>Kenya shillings</b></p> <p>The source of exchange rate shall be: <b>The Central bank of Kenya</b> (mean rate)</p> <p>The date for the exchange rate shall be <i>the deadline for the submission of the tenders.</i></p> <p><i>For comparison of Tenders, the Tender Price, corrected pursuant to ITT 31, shall first be broken down into the respective amounts payable in various currencies by using the selling exchange rates specified by the Tenderer in accordance with ITT 15.1.</i></p> <p><i>In the second step, the Procuring Entity will convert the amounts in various currencies in which the Tender Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and, on the date, stipulated above.</i></p>
ITT 34.1	Margin of preference not allowed
ITT 34.2	The invitation to tender is extended to all Group
ITT 35.2 (d)	Additional evaluation factors shall be <b>NONE</b>
ITT 35.4	Tenderers shall <b>not be allowed</b> to quote separate prices for different lots (contracts), and the methodology to determine the lowest tenderer is specified in Section III, Evaluation and Qualification Criteria.
<b>F. Award of Contract</b>	
ITT 49.1	The Adjudicator proposed by the Procuring Entity is our legal Department. The hourly fee for this proposed Adjudicator shall be determined. The biographical data of the proposed Adjudicator is as follows: none
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:at_complaints@ppra.go.ke">at_complaints@ppra.go.ke</a>.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit</p>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>For the attention: <b>Director General</b></p> <p>Procuring Entity: <b>Agriculture and Food Authority</b></p> <p>Email address: <i>info@afa.go.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</p> <p>(ii) the Procuring Entity's decision to award the contract.</p>

## **SECTION III – EVALUATION AND QUALIFICATION CRITERIA**

### **1. General Provision**

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

### **1.3 Evaluation and contract award Criteria**

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

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

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

<b>No.</b>	<b>Requirements</b>	<b>Responsiveness Must Comply</b>
MR1	Attach a copy of the Certificate of Incorporation	
MR2	Attach a copy of the Valid Tax Compliance certificate	
	Attach a copy of the Valid Business Permit	
MR3	Attach a Valid CR12 Certificate showing the names of the Directors and their Shareholding	
MR4	Bidders must provide a valid Registration Certificate from the Data Protection Commissioner as Data Controller and Data Processor	
MR5	Provide a valid Professional indemnity cover of Kshs 300 Million and above	
MR6	Submit a valid Tender Security of Kshs 200,000.00 (Kenya Shillings Two Hundred Thousand) valid for 28 days beyond the Tender Validity period. from a reputable bank recognized by the Central Bank of Kenya (CBK), at the CBK prevailing exchange rate on the date of the tender advertisement	
MR7	Carefully read and submit a duly filled form of Tender in the Format provided using the letter Head	
MR8	Must duly fill the Specifications and Priced Activity Schedules in the Format provided	
MR9	Carefully read and submit a duly filled Certificate of independent Proposal determination in the format provided	

MR10	Carefully read and submit a duly filled Self-declaration Form (SD1) that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015 in the format provided	
MR11	Carefully read and submit a duly filled Self-declaration Form (SD2) that the person/tenderer will not engage in any corrupt or fraudulent practice in the format provided	
MR12	Carefully read and submit a duly filled Declaration and Commitment to the Code of Ethics in the format provided	
MR13	Carefully read and submit a duly filled Tenderer Information Form in the format provided	
MR14	Carefully read and submit a duly filled Tenderer's Eligibility -Confidential Business Questionnaire form in the format provided.	
MR15	The tender Document must be neatly tape-bound. Any other binding will not be accepted	
MR16	The tender document must be sequentially serialized, including attachments in the sequence 1,2,3,4,.....	
MR 17	The tender must be duly signed by the person lawfully authorized. (attach a power of Attorney specific to this tender or letter of authorization).	
MR 18	Attach Authentic Audited financial accounts for the past three years, 2021, 2022, and 2023 (This shall form part of the technical evaluation).	
MR 19	Must submit three full colour samples of Assets Tags previously done. The tags should be put in a DL size envelope. The DL size envelope should, in turn, be sealed and attached to the main tender document by stapling/gluing.	

#### TECHNICAL EVALUATION CRITERIA

S/No	Description	Weight	Total Score
TR 1	<b>GENERAL EXPERIENCE:</b> <b>Five (5) Years in providing services of a similar nature.</b> Provide five (5) recommendation letters from reputable clients for the completion of similar Assignment, indicating the value of the project. (with full contact details)	4 marks for each recommendation letter.	20
TR 2	<b>SPECIFIC EXPERIENCE:</b> Demonstration of Experience in <b>Asset verification, real estate Asset Valuation, and Tagging services</b> from five (5) reputable Firms within the last ten (10) Handling comparable assignments with a minimum value of Two (2) Billion. With clear Description of the scope of the Assignments and Duration of each Assignment.	5 Marks each	25
TR 3  (a)	<b>KEY PERSONNEL: (Qualifications and competence of the key staff for the assignment.</b>  <b>Project Team Leader</b> <ul style="list-style-type: none"> <li>Degree in property valuation/surveying field- or a related field.</li> <li>Certificate of registration by institute of surveyors of Kenya (ISK)</li> <li>Valid Practicing License</li> <li>Certificate of registration by Valuers Registration</li> </ul>	2 Marks   2 Marks  2 Marks  2 Marks	13

	<p>Board</p> <ul style="list-style-type: none"> <li>Detailed CV in the format provided with at least ten (10) years of experience in undertaking similar assessments <b>(0.5 marks for each year)</b></li> </ul>	5 Marks	
(b)	<p><b>Technical Experts –</b></p> <ul style="list-style-type: none"> <li>Degree in a property valuation/surveying field- 1 Marks</li> <li>Certificate of registration by institute of surveyors of Kenya (ISK) 2 Marks</li> <li>Valid Practicing License 2 Marks</li> <li>Certificate of registration by Valuers Registration Board 2 Marks</li> <li>Detailed CVs in the format provided with at least 5 years of experience in undertaking similar assessments(1 Mark for each 5 Marks</li> </ul>		12
TR 4	Provide a Detailed and clear Methodology on Project Implementation	5 Marks	5
TR 5	Show knowledge in referencing property in Geographic information System(GIS) List the key software to be used in carrying out this Assignment.	5 Marks	5
TR 6	<b>Work plan</b> - Clear and concise project implementation/execution plan with a logical sequence of tasks/activities, timelines (start and end date), responsibilities, and deliverables.	10 Marks	10
TR 7	<p><b>FINANCIAL SOUNDNESS</b></p> <p>Three years Average Turnover of Kshs. 30,000,000.00</p>	10 Marks	10
<b>TOTAL</b>			<b>100</b>

The pass mark is 80%

Bidders who score 80% and above will be considered for financial evaluation

**THE PROCURING ENTITY MAY UNDERTAKE DUE DILIGENCE TO CONFIRM ALL INFORMATION PROVIDED BY THE BIDDER.**

## **AWARD CRITERIA**

**The Authority will award this tender to the tenderer with the highest Technical Score**

### **2 Tender Evaluation (ITT 35)**

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

- i) **Alternative Completion Times**, if permitted under ITT 15.2, will be evaluated as follows:

.....

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

### 3 **Multiple Contracts**

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

#### **OPTION1**

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

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

## **OPTION 2**

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

### **4 Alternative Tenders (ITT 15.1)**

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

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

### **5 MARGIN OF PREFERENCE**

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

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

- ii) Minimum average annual construction turnover of Kenya Shillings \_\_\_\_\_ *[insert amount]*, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last \_\_\_\_\_ *[insert of year]* years.
- iii) At least \_\_\_\_\_ *(insert number)* of contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings \_\_\_\_\_ equivalent.
- iv) Contractor's Representative and Key Personnel, which are specified as \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- v) Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listed as *[specify requirements for each lot as applicable]* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- vi) Other conditions depending on their seriousness.

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

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

b) **Pending Litigation**

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

c) **Litigation History**

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last \_\_\_\_\_ *(Specify years)*. All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the year's specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.



## SECTION IV - TENDERING FORMS

### 1 **FORM OF TENDER**

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

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

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

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

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

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

**To:** ..... [Insert complete name of Procuring Entity]

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

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

Or

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

- f) **Discounts:** The discounts offered and the methodology for their application are:
- i) The discounts offered are: [Specify in detail each discount offered.]
- ii) The exact method of calculations to determine the net price after application of discounts is shown below: [Specify in detail the method that shall be used to apply the discounts];
- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 19.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1(as amended if applicable),and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- i) **One Tender Per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT4.3, other than alternative Tenders submitted in accordance with ITT14;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]* / *[We are a state-owned enterprise or institution but meet the requirements of ITT 4.6];*
- l) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, r gratuity].*

Name of Recipient	Address	Reason	Amount

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

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

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

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

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

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

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

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

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

**i) TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE**

**Instruction to Tenderer**

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

**a) Tenderer's details**

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

**General and Specific Details**

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

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

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

Citizenship \_\_\_\_\_

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

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				



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

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

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

Nominal Kenya Shillings (Equivalent) .....

Issued Kenya Shillings (Equivalent) .....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

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

ii) **Conflict of interest disclosure**

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

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

**f) Certification**

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

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

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

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

\_\_\_\_\_  
(Date)

## ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

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

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

Name \_\_\_\_\_

Title \_\_\_\_\_

Date-----

signature of authorized agent of Tenderer -----



### iii) SELF-DECLARATION FORMS

#### FORM SD1

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

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

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

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder Official Stamp

.....

## FORM SD2

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

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

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

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

Bidder's Official Stamp-----

## DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....

Sign.....

Position.....

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

E-mail.....

Name of the Firm/Company.....

Date.....

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

Witness

Name.....

Sign.....

Date.....

**iv) APPENDIX1-FRAUDANDCORRUPTION**

*(Appendix 1 shall not be modified)*

**1. Purpose**

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

**2. Requirements**

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

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

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

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

## 2. TENDERER INFORMATION FORM

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

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

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

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

1. Tenderer's Name: .....*[insert Tenderer's legal name]*
2. In case of JV, legal name of each member: .....*[insert legal name of each member in JV]*
3. Tenderer's actual or intended country of registration: .....*[insert actual or intended country of registration]*
4. Tenderer's year of registration: .....*[insert Tenderer's year of registration]*
5. Tenderer's Address in country of registration: .....*[insert Tenderer's legal address in country of registration]*
6. Tenderer's Authorized Representative Information  
Name: .....*[insert Authorized Representative's name]*  
Address.....*[insert Authorized Representative's Address]*  
Telephone:.....*[insert Authorized Representative's telephone/fax numbers]*  
Email Address:.....*[insert Authorized Representative's email address]*
7. Attached are copies of original documents of..... *[check the box(es) of the attached original documents]*  
☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4.  
☐ In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1.  
In case of state-owned enterprise or institution, in accordance with ITT4.6 documents establishing:  
i) Legal and financial autonomy  
ii) Operation under commercial law  
iii) Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity  
☐ A current tax clearance certificate or tax exemption certificate in case of Kenyan tenderers issued by the Kenya Revenue Authority in accordance with ITT 4.14.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## OTHER FORMS

### 3 TENDERER'S JV MEMBERS INFORMATION FORM

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

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

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

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

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



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

**Beneficiary:** \_\_\_\_\_

**Request for Tenders No:**

\_\_\_\_\_

**Date:** \_\_\_\_\_

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

**Guarantor:** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## TENDER-SECURING DECLARATION FORM

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

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

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

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

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

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

Signed:.....

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

Name: .....

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

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

Seal or stamp

## QUALIFICATION FORMS

### 6 FOREIGN TENDERERS 40% RULE

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

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

## 7. FORM EQU: EQUIPMENT

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

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

Omit the following information for equipment owned by the Tenderer.

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

## 8. FORM PER - 1

### Contractor's Representative and Key Personnel Schedule

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

### Contractor' Representative and Key Personnel

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

## 9. FORM PER-2:

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

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

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

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



## DECLARATION

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

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

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

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

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

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

Signature:\_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Tenderer:

Signature:\_\_\_\_\_

Date: (day month year): \_\_\_\_\_

## TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION

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

### 10 FORM ELI -1.1

#### Tenderer Information

##### Form

Date: \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

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

## 11. FORM ELI -1.2

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

Date: \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

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

## 12. FORM CON –2

### Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

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

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			

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

**13. FORM FIN – 3.1:**  
**Financial Situation and Performance**

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ITT                                      No.                                      and                                      title:

\_\_\_\_\_

**Financial Data**

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

\*Refer to ITT 15 for the exchange rate

## Sources of Finance

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

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

## Financial documents

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

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

Attached are copies of financial statements<sup>1</sup> for the \_\_\_\_\_ years required above ; and complying with the requirements

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



#### 14. FORM FIN – 3.2:

##### Average Annual Construction Turnover

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

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

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

#### 15. FORM FIN–3.3:

##### Financial Resources

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

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

## 16 FORMFIN-3.4:

### Current Contract Commitments / Works in Progress

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

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

## 17. **FORM EXP-4.1**

### General Construction Experience

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

\_\_\_\_\_ Page \_\_\_\_\_ of

\_\_\_\_\_ pages

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

**18 FORM EXP -4.2(a)****Specific Construction and Contract Management Experience**

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

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

## 19. FORMEXP-4.2(b)

### Construction Experience in Key Activities

Tenderer's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Tenderer's JV Member Name: \_\_\_\_\_

Sub-contractor's Name<sup>3</sup> (as per ITT35): \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

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

1. Key Activity No One: \_\_\_\_\_

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

<sup>3</sup>If applicable

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

2 Activity No. Two

3. ....

## SCHEDULE FORMS

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



## **WORK SCHEDULES AND SPECIFICATIONS**

# 1. The Specifications and Priced Activity Schedules

Date: _____, ITT No: _____, Alternative No: _____ Page N° _____ of _____						
1	2	3	4	5	6	7
Service N°	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
<i>[insert number of the Service Line]</i>	<i>[insert name of Services]</i>		<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units]</i>	<i>[insert unit price per unit]</i>	<i>[insert total price per unit]</i>
Service Line No 1	Professional fee for Valuation and verification services	<b>To be charged as per the Third Schedule of Legal Notice No.69, Valuers Act, Cap. 532. 25<sup>th</sup> April,2024</b>				
No 2	Total Disbursements					
No 3	Bar Corded Tags					
No 3	Provision of Tagging Services per Item					
	16% VAT					
	0.03 PPRA Levy					
				Total Tender Price		

Name of Tenderer *[insert complete name of Tenderer]* .....

Signature of Tenderer *[signature of person signing the Tender]* .....

Date *[insert date]* .....

## **2. Method Statement**

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

### **3. Work Plan**

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

#### **4. Other Time Schedule**

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

## 1 NOTIFICATION OF INTENTION TO AWARD

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

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

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

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

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

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

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

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

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

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

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

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

### D). The successful Tenderer

<b>Name:</b>	<i>[insert name of successful Tenderer]</i>
<b>Address:</b>	<i>[insert address of the successful Tenderer]</i>
<b>Contract price:</b>	<i>[insert contract price of the successful Tender]</i>

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

<b>Name of Tenderer</b>	<b>Tender price</b>	<b>Evaluated Tender price (if applicable)</b>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>

### iii). How to request a debriefing

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

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

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

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

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

**Agency:** .....*[insert name of Procuring Entity]*

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

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

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

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

### iv. How to make a complaint

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

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

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

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

**Agency:** .....*[insert name of Procuring Entity]*

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

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

In summary, there are four essential requirements:

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

**v). Standstill Period**

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

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

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

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

On behalf of the Procuring Entity:

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_



## 2 REQUEST FOR REVIEW

### FORM FOR REVIEW(r.203(1))

#### PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity of .....dated the...day of .....20.....in the matter of Tender No.....of .....20..... for .....(Tender description).

#### REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

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

---

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of .....20.....

**SIGNED**

**Board Secretary**

### 3. LETTER OF AWARD

*[Form head paper of the Procuring Entity]*

.....*[date]*

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

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

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

Please return the attached Contract duly signed

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Agency:.....

Attachment: Contract

## 4 FORM OF CONTRACT

*[Form head paper of the Procuring*

*Entity]* **LUMP SUM**

### REMUNERATION

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

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

### WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Subcontractors

Appendix D: Breakdown of Contract

Price

Appendix E: Services and Facilities Provided by the Procuring Entity

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

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

For and on behalf of \_\_\_\_\_ *[name of Procuring Entity]*

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

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

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

.....[name of member]

.....[Authorized Representative]

..... [name of member]

.....[Authorized Representative]

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

*Bank Guarantee Form in accordance with the instructions indicated.] [Guarantor Form*

*head or SWIFT identifier code]*

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
[Signature(s)]

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHERE OF, the Principal and the Surety have caused these presents to be executed in the irrelative names this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Principal: \_\_\_\_\_  
Corporate Seal (where  
appropriate)

Surety: \_\_\_\_\_

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

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

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

## 6 FORM OF TENDER-SECURING DECLARATION

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

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

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

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

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

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

Declaration.

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

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

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

Name of the Tenderer\* \_\_\_\_\_

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

Title of the person signing the Tender \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

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

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

## **PART II – PROCURING ENTITY'S REQUIREMENTS**

### **SECTION V - ACTIVITY SCHEDULE**





## **TERMS OF REFERENCE:**

### **CONSULTANCY FOR ASSETS IDENTIFICATION, VERIFICATION, TAGGING AND REVALUATION.**

#### **1. Background**

Agriculture and Food Authority (AFA), a regulatory state corporation under the Ministry of Agriculture and Livestock Development, has vast movable and immovable assets, including among others land, building, furniture, computers, plant and machinery and. In pursuit of AFAs mandate and in compliance with the Public Finance Management Act, an exhaustive record of all fixed and movable assets of AFA has to be systematically documented.

In view of this AFA is desirous of undertaking identification, verification, tagging and revaluation of all assets and preparation of a comprehensive assets register/inventory complete with quantitative and qualitative variables, within the Authority's area of jurisdiction in accordance with generally accepted accounting standards which are compliant with prudent financial management. This will enable the Authority to improve asset management and bring the financial statements, records and reporting to acceptable standards. Further, the process will provide valuation of all obsolete assets that are due for disposal.

AFA therefore wishes to procure consultancy services for identification, verification, tagging and revaluation of all its assets which are located in the six Directorates (6) and subsequent regional offices which are distributed through the Country. The main Directorates are Fibre Crops Directorate, Nuts and Oil Crops Directorate, Horticultural Crops Directorate , Miraa Pyrethrum and Other Industrial Crops Directorate, FOOD CROPS Directorate, Coffee Directorate and also the Headquarters

#### **2. OBJECTIVE OF THE ASSIGNMENT**

The objective of this assignment is to conduct asset identification, verification, tagging, coding and re valuation of the Authority's assets in line with the Public Financial Management Act and the National Treasury guidelines and Circulars.

#### **Specific Objectives**

- a) Identify all the AFA existing physical assets (movable and immovable)
- b) Verification of all Authority's assets as per the records and available documents
- c) Develop an asset register, assess the asset condition, useful life, physical life expectancies and assign identification numbers/ tags.
- d) Code and Tag all the movable and non-movable assets
- e) Develop and recommend a methodology for periodic identification and verification of AFA assets
- f) Undertake revaluation of all its assets (i.e. Land, Buildings, Computer Equipment & Software, Office Equipment, and Furniture & Fittings etc.) for accounting, insurance purposes and disposal purposes.
- g) Electronic assets data capture and reconciliation services, i.e., matching/linking of the captured assets (i.e. output of the verification) with the existing records in the Fixed Asset Register.
- h) Carry out a comprehensive and complete physical verification of all fixed assets and reconciliation with the existing asset register/Fixed Asset Register.
- i) Identify, verify, indicate and undertake total evaluation of any obsolete assets captured.
- j) Give a breakdown of the assets by category.
- k) Categorize, code all the assets and serialize indicating the year of manufacture and supplier where necessary;
- l) Provide forced sale, market and insurance value for the properties.
- m) Prepare and discuss the initial draft report with AFA.
- n) Prepare the final report incorporating the views of AFA

### **3.0. Scope**

The scope covers all assets belonging to AFA and all its Directorates. The assets include but not limited to the following:

Tangible Assets (Physical Items):

- Real Estate: Land, Buildings
- Vehicles: Cars, Trucks
- Equipment: Machinery, Tools, Computers
- Inventory: Raw Materials, Finished Goods
- Furniture: Desks, Chairs
- Supplies: Office supplies, cleaning materials

3.2 Intangible Assets (Non-Physical):

- a) Investments: Stocks, Bonds, Real Estate Investments
- b) Accounts Receivable: Money owed to a business by customers
- c) Marketable Securities: Investments that can be quickly converted to cash
- d) Cash and Cash Equivalents: Currency, bank deposits, and highly liquid investments

The Authority expects the consultant be committed and provide the following.

- i) Shall carry out a comprehensive and complete physical identification, verification and tagging of all assets.
- ii) Shall tag all AFA assets with good quality and durable aluminum Barcode tags with AFA logo and code numbers.
- iii) Provide a listing of all tagged assets and their locations.

- iv) The consultant shall identify and indicate any obsolete assets captured, and assign a valuation for them separately

#### 4.0 Deliverables

The key deliverables for the provision of these services have been highlighted below (but not limited to the below)

- a) The successful consultant to identify and value all AFA assets and properties and this assignment must be completed within one (1) month's period from the time the party is engaged to perform the assignment.
- b) The successful consultant shall provide a report that must be detailed and comprehensive.
- c) Well bound printed hardcopies of the report shall be presented in addition to the Soft Copies of the same presented in clearly labeled CDs in both editable (Ms Excel) and non-editable (PDF) format and also share on email.
- v) The report (both hardcopy and soft copy) should include:
  - i) Description of asset-Include the physical location, units, region, date of acquisition and original cost etc
  - ii) Make, year of manufacturing and model number (where applicable)
  - iii) Asset Location
  - iv) Asset Tag number
  - v) Asset Serial Number
  - vi) Asset Status- in service/obsolete
  - vii) Asset Category
  - viii) Asset Sub Category
  - ix) Open Market Value for asset identified as obsolete.
  - x) Any other relevant remarks for the asset.

The results of the asset valuation exercise are expected to be detailed in an Asset Valuation Report ("AVP"). The contents of the AVP will include, a summary of the value of each asset. Valuation for the assets should be supported by clear calculations carried out showing assumptions made including depreciation periods.

#### 5.0 Specifications for the Asset Tags

- a. Anodized aluminium bar code (good quality)
- b. Alphanumeric code
- c. Code is readable by scanner
- d. Can use adhesive that can stick to metal, plastic, wood and any other surface and should be durable.

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#### AS PER THE ATTACHED LIST

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##### Fibre Crops Directorate (Western Region)

S/no	Description	Location/Office	Quantity
	Cabinet	Busia	1
	Chair	Homabay	7
	Table	Homabay	2
	Table	Homabay	1

	Cabinet	Kabarnet	1
	Chair	Kabarnet	14
	Complaints box	Kabarnet	1
	Plastic stool	Kabarnet	1
	Shelf	Kabarnet	1
	Table	Kabarnet	3
	Chair	Kisumu	7
	Table	Kisumu	1
	Cabinet	Siaya	3
	Chair	Siaya	7
	Table	Siaya	

S/No	Asset Type	Location /Office	Quantity
1.	Computer CPU	Kabarnet	1
2.	HP Desktop Computer	Kabarnet	2
3.	CPU	Kisumu	1
4.	Desktop	Busia	1
5.	Desktop	Kisumu	1
6.	HP Desktop	Homabay	1
7.	HP Desktop	Kisumu	1
8.	HP Desktop	Siaya	1
9.	HP Laptop	Kabarnet	1
10.	HP Laptop	Busia	1
11.	HP Laptop	Homabay	1
12.	HP Laptop	Kisumu	1
13.	HP Laptop	Siaya	1
14.	Printer	Kabarnet	1
15.	Printer	Homabay	1
16.	Printer	Kisumu	1
17.	Sony projector	Kisumu	1
18.	UPS	Kabarnet	1
19.	UPS	Busia	1
20.	UPS	Homabay	1
21.	UPS	Kisumu	1
22.	UPS	Kisumu	1
23.	UPS	Siaya	1
24.	WIFI	Kabarnet	1
<b>Office Equipment</b>			
1.	Water dispenser	Kabarnet	1
2.	Water dispenser	Homabay	1

3.	Telephone	Kisumu	1
4.	Complaints box	Kisumu	1
5.	Water dispenser	Siaya	1

#### **Fibre crops Directorate Eastern and coast Region**

S/No.	Description	Office/location	Quantity
1.	Cabinet	Meru	1
2.	Cabinet	Kitui	1
3.	Cabinet	Mombasa	4
4.	Cabinet	Machakos	1
5.	Chair	Mombasa	13
6.	Chair	Malindi	1
7.	Chair	Malindi	1
8.	Chair	Malindi	1
9.	Chair	Malindi	1
10.	Chair	Malindi	1
11.	Chair	Malindi	1
12.	Chair	Machakos	1
13.	Chair	Machakos	1
14.	Coffee Table	Meru	1
15.	Coffee Table	Mombasa	1
16.	Computer Desk	Kitui	1
17.	Computer stand	Malindi	1
18.	Cupboard	Mombasa	1
19.	Executive Chair	Meru	1
20.	Executive Chair	Kitui	1
21.	Executive Chair	Mombasa	1
22.	Executive Chair	Mombasa	1
23.	Executive Chair	Mombasa	1
24.	Executive Seat	Malindi	1
25.	Executive Seat	Malindi	1
26.	Handwash Stand	Mombasa	1
27.	Inspection Table	Mombasa	1
28.	Office Table	Mombasa	1

29.	Office Table	Mombasa	1
30.	Reception Table	Mombasa	1
31.	Shelf	Mombasa	1
32.	Shelf	Mombasa	1
33.	Side Table	Meru	1
34.	Side Table	Meru	1
35.	Side Table	Kitui	1
36.	Side Table	Mombasa	1
37.	Side Table	Malindi	1
38.	Small Cabinet	Kitui	1
39.	Table	Meru	3
40.	Table	Kitui	1
41.	Table	Mombasa	6
42.	Table	Malindi	3
43.	Table	Machakos	2
44.	Table	Kitui	1
45.	Visitor Chair	Mombasa	2
46.	Executive Chair	Machakos	1
47.	Hp Desktop	Meru	1
48.	HPUPS	Meru	1
49.	Desktop	Meru	1
50.	CPU	Meru	1
51.	Printer	Meru	1
52.	Laptop	Meru	1
53.	Desktop	Kitui	1
54.	UPS	Kitui	1
55.	Printer	Kitui	1
56.	Laptop	Kitui	1
57.	Desktop	Mombasa	1
58.	LaserjetPrinter	Mombasa	1
59.	Printer	Mombasa	1
60.	APC UPS	Mombasa	1
61.	HP Desktop	Mombasa	1
62.	UPS	Mombasa	1
63.	Desktop	Mombasa	1

64.	Mecer UPS	Mombasa	1
65.	Printer	Mombasa	1
66.	Desktop	Mombasa	1
67.	UPS	Mombasa	1
68.	HP Desktop	Mombasa	1
69.	Mecer UPS	Mombasa	1
70.	Acer Desktop	Mombasa	1
71.	Lenovo CPU	Mombasa	1
72.	Mecer UPS	Mombasa	1
73.	HP Desktop	Malindi	1
74.	Desktop	Malindi	1
75.	Printer	Malindi	1
76.	Printer	Malindi	1
77.	UPS	Malindi	1
78.	UPS	Malindi	1
79.	Laserjet Printer	Malindi	1
80.	Hp Desktop	Malindi	1
81.	Mecer UPS	Malindi	1
82.	HP Laptop	Malindi	1
83.	Public Complaint Box	Meru	1
84.	Water Dispenser	Kitui	1
85.	Public Complaint Box	Kitui	1
86.	Microwave	Kitui	1
87.	Telephone Head	Mombasa	1
88.	Fridge	Mombasa	1
89.	Microwave	Mombasa	1
90.	Water Dispenser	Mombasa	1
91.	Tender Box	Mombasa	1
92.	Public Complaint Box	Mombasa	1
93.	TV	Mombasa	1
94.	Decoder	Mombasa	1
95.	Water Tank	Mombasa	1
96.	First Aid Box	Mombasa	1
97.	Cash Box	Mombasa	1

98.	Office Fan	Mombasa	1
99.	Telephone Head	Mombasa	1
100.	Hydraulic Bailing Press	Mombasa	1
101.	Rope Making Machine	Mombasa	1
102.	Weighing Machine	Mombasa	1
103.	Trolley	Mombasa	1
104.	Trolley	Mombasa	1
105.	Trolley	Mombasa	1
106.	Sisal loading Box	Mombasa	1
107.	Sisal loading Box	Mombasa	1
108.	Sisal loading Box	Mombasa	1
109.	Sisal loading Box	Mombasa	1
110.	Wheelbarrow	Mombasa	1
111.	Water Tank	Mombasa	1
112.	Water Tank	Mombasa	1
113.	Cash box	Malindi	1
114.	Cabinet	Malindi	1
1.	Cabinet	Malindi	1
2.	Public Comp. Box	Malindi	1
3.	Fridge	Malindi	1
4.	Office Tray	Malindi	1
5.	Orange office Telephone	Malindi	1

#### **Fibre Riverside**

<b>S/no</b>	<b>Asset Description</b>	<b>Location</b>	<b>Quantity</b>
1	Office Chair	Riverside	1
2	2 Computer Tables	Riverside	2
3	2 Visitors waiting chairs	Riverside	1
4	3 drawer cabinet	Riverside	1
5	3 Drawer filing cabinet	Riverside	1
6	3 Seater bench	Riverside	1
7	3 Seater bench PV Leather	Riverside	1
8	4 Drawer cabinet	Riverside	5
9	Boardroom Chairs	Riverside	24
10	Boardroom conference chairs	Riverside	10
11	Boardroom Tables	Riverside	3
12	Coffee Table	Riverside	2
13	Computer Table	Riverside	3
14	Desk	Riverside	1
15	Desk for Internal Auditor	Riverside	1
16	Executive Coat Hanger	Riverside	1
17	Executive Desk	Riverside	5



18	Executive Orthopaedic Chair	Riverside	1
19	Folding Chair	Riverside	6
20	High back chair with arms	Riverside	6
21	Laboratory trays and racks	Riverside	1
22	MD's Book shelf	Riverside	1
23	MD's Executive visit Chairs (2)	Riverside	1
24	MD's Executive Chair (1)	Riverside	1
25	MD's Executive Desk	Riverside	1
26	Medium back visitors chair	Riverside	1
27	Medium back visitors chair	Riverside	1
28	Office chair	Riverside	5
29	Office Desks	Riverside	9
30	Orthopedic Chair	Riverside	1
31	orthopedic Chair Directors office	Riverside	1
32	Orthopedic Chair	Riverside	1
33	Orthopedic Chair	Riverside	1
34	Public Complaints Box	Riverside	1
35	Quotation Box	Riverside	1
36	Secretary's Chair	Riverside	1
37	Seven Seater Sofa Set	Riverside	1
38	Steel Cabinet	Riverside	14
39	Steel Stock Shelves Racks	Riverside	1
40	Suggestion Box	Riverside	1
41	Suggestion Box	Riverside	1
42	Table	Riverside	1
43	Tender Box	Riverside	1
44	Tender box	Riverside	1

#### AFA Headquarters Tea House

S/no	Asset Description	Location	Quantity
1	All-in-one desktop assorted computers( HP ProBook and Lenovo)	AFA HQ Tea House	132
2	HP Probook 340S G7 Notebook	AFA HQ Tea House	2
3	HP Spectre x360 Laptop	AFA HQ Tea House	80
4	Laptop HP Spectre X360 16G RAM	AFA HQ Tea House	17
5	HP SPECTRE X360 13.5 inch laptop	AFA HQ Tea House	14
6	HP Spectre Core 17	AFA HQ Tea House	1
7	HP ENVY 360 LAPTOP	AFA HQ Tea House	1
8	Spectra 360 Laptops	AFA HQ Tea House	2
9	Spectra 360 Laptops	AFA HQ Tea House	1
10	Envy 360 Laptops	AFA HQ Tea House	20
11	CISCO headphones with camera	PSR	7

12	CISCO head phones without camera	HRD	5
13	CISCO head phones without camera	Audit	7
14	CISCO head phones without camera	Finance	7
15	CISCO head phones without camera	Corporate Com	3
16	CISCO head phones without camera	Procurement	6
17	CISCO head phones without camera	Transport	3
18	CISCO head phones without camera	Administration	3
19	CISCO head phones without camera	Legal	5
20	Photocopier KYOCERA TASK alfa4053ci	ICT	1
21	Photocopier KYOCERA TASK alfa4053ci	NOCD/MPICD-RW	1
22	Photocopier KYOCERA TASK alfa4053ci	NOCD/MPOICD-LW	1
23	Photocopier KYOCERA TASK alfa4053ci	procurement	1
24	Photocopier KYOCERA TASKalfa 4053ci	PSR	1
25	Color Laser Jet Enterprise M653	Dgs secretary	1
26	Color Laser Jet Enterprise M653	HRD	1
27	Color Laser Jet Enterprise M653	MPOICD-RW	1
28	Color Laser Jet Enterprise M653	NOCD-RW	1
29	Color Laser Jet Enterprise M653	Procurement	1
30	Color Laser Jet Enterprise M653	Procurement	1
31	color laser jet pro MFP M177fw	NOCD-RW	1
32	Color Laser Jet Pro MFP M476dn	HRD	1
33	Color Laserjet Enterprise M653	Warehouse	1
34	Color Laserjet Pro MFP M277dw	Audit	1
35	Fridge	Chairman's office	1
36	Gas Cylinder - 13Kgs	Kitchen	2
37	GEM BM 2088C Binding Machine	NOCD/MPICD-RW	1
40	Heavy Duty Printer	HR office	1
41	HP Color LaserJet Pro MFP M476dn	Corporate Services	1
42	HP Laser jet Enterprise 500 MFP M525dn	Dgs office	1
43	HP Laser Jet Enterprise653	Food Crops	1
44	HP Laser Jet Enterprise653	Food Crops	1
45	HP LaserJet printer Medium Duty color	ICT	1
46	Kyocera Ecosys Three in One Printer	SUG_307	1
47	Kyocera Ecosys Three in One Printer	Corporate Com	1
48	Laser Jet 500 Color M551	Corporate Com	1
49	Laser Jet Pro 500 Color MFP m570dn	HRD	1
50	LASER JET PRO MFP M225dw	Finance	1
51	LaserJet 500MFP m525	Legal	1
52	LASERJET FUL COLOUR PRINTER	SUG_378	1
53	LCD Overhead Projector	MOA_006	1
54	LG Air conditioner fitted to the gypsum ceiling	Boardroom	1
55	Local Area Network CISCO Telephone Servers	Data Centre	2
56	Metal frame wooden filling shelves	Procurement	1
57	Metallic Small Tender box	Procurement	1
58	Microtek Sinewave Inverters	Data Centre	3
59	Mika rotating electric fan with stand	Boardroom	2
60	Network batch Cabinet and accessories	Food Crops	1
61	Office Binding Machine	DG,s office	1

62	Office Printer	Finance	1
63	Office Printers DG	DG,s office	1
64	Panasonic headphone	HRD	1
65	Paper Shredder	DG,s office	1
66	Photocopier KYOCERA TASK alfa4053ci	ICT	1
67	Samsung Led TV	Dgs office	1
68	Samsung Led TV	DG's Waiting Lounge- 5th floor	1
69	Samsung Led TV	Procurement	1
70	Samsung Led TV 55"	Boardroom	1
71	Sever Storage	Data Centre	2
72	Smart TV	Chairman's office	1
73	Photocopier KYOCERA TASK alfa4053ci	NOCD/MPICD-RW	1
74	Photocopier KYOCERA TASK alfa4053ci	NOCD/MPOICD-LW	1
75	Photocopier KYOCERA TASK alfa4053ci	Procurement	1
76	Photocopier KYOCERA TASKalfa 4053ci	PSR	1
77	Ramtons Water Dispenser	NOCD-RW	1
78	RICHOR MP C3004	Finance	1
79	RICHOR MP C3004	Transport	1
80	RICHOR MP C3503	Food Crops	1
81	Ricoh C3004	HRD	1
82	Ricoh MP C3503 Copier/printer/scanner	Waiting Lo-DG	1
83	Ricoh MP C3504 ex	Audit	1
84	RICOH MP C3504 ex	Procurement	1

### Coffee Directorate- Furniture and Fitting

S/no	Asset Description	Office/Location	Quantity
1	2 door wooden glass cabinet	Coffee	7
2	3 door glass storage cabinet	Coffee	8
3	4 Drawer Metallic Office Filing Cabinet	Coffee	7
4	5 seater, wooden framed, low back velvet	Coffee	1
5	6 seater sofa set fabric	Coffee	2
6	Advertising banners	Coffee	1
7	APC	Coffee	3
8	Arc shaped executive office desk	Coffee	1
9	Arc shaped steel framed wooden topped of	Coffee	1
10	Arc shaped wooden desk	Coffee	1
11	Arc shaped wooden executive office desk	Coffee	1
12	Arc shaped wooden table partly leather t	Coffee	1
13	Big boardroom table	Coffee	1
14	Big stool	Coffee	1
15	Board room Chair	Coffee	40
16	Box Store for (Printer) metallic	Coffee	1
17	Coat hanger	Coffee	8
18	Coffee board logo plate	Coffee	7
19	Coffee table	Coffee	1
20	Coffee Table with 2 side tables	Coffee	1
21	Coffee tables	Coffee	1
22	Computer desk	Coffee	3

23	Cushioned office chairs with armrest	Coffee	1
24	Detailed high back chair	Coffee	1
25	Double door office filing cabinet	Coffee	1
26	Double door steel cabinet	Coffee	1
27	Double steel cabinets	Coffee	1
28	Ergonomic chair	Coffee	1
29	Executive Chair Leather	Coffee	7
30	Executive desk with six draw and extension	Coffee	4
31	Executive Leather Chair	Coffee	1
32	Executive leather office chair	Coffee	1
33	Executive leather office chair	Coffee	2
34	Executive medium back leather Chair	Coffee	3
35	Executive office table	Coffee	1
36	Executive swivel leather seat	Coffee	1
37	Executive swivel leather seat	Coffee	1
38	Executive table	Coffee	1
39	Executive Table	Coffee	40
40	Extra large wooden conference table	Coffee	1
41	File table	Coffee	1
42	File table medium	Coffee	1
43	File trolley	Coffee	1
44	File trolley	Coffee	1
45	Filing shelf	Coffee	1
46	Five-drawer arc-shaped office table	Coffee	1
47	Five seater sofa set	Coffee	1
48	Five tire steel paper tray	Coffee	1
49	Four-drawer executive office desk	Coffee	52
50	Four-seater visitors seat	Coffee	1
51	Four-tier steel paper tray	Coffee	1
52	High-back executive office seat, swivel	Coffee	9
53	High-back fabric swivel seat with armrest	Coffee	9
54	High-Back Mesh Operator Chair	Coffee	6
55	High Back Mesh Orthopedic Chair-Black	Coffee	1
56	High back orthopedic Chair	Coffee	2
57	High back resin seat with armrest	Coffee	1
58	High-back swivel fabric armchair	Coffee	13
59	high Fabric chairs for reception	Coffee	1
60	High-back Mesh Chair	Coffee	42
61	High-back Mesh Chair	Coffee	7
62	High-back velvet swivel chair with armrest	Coffee	1
63	Ideas two two-burner hot plate	Coffee	1
64	Large coffee table	Coffee	1
65	Large conference table	Coffee	1
66	Large office desk	Coffee	1
67	Large steel filing cabinet	Coffee	1
68	Large steel filing cabinet	Coffee	1
69	Large steel filing cabinets	Coffee	1
70	Large steel filing cabinets	Coffee	1
71	Large steel filing shelves	Coffee	1
72	Large steel shelves	Coffee	1
73	Large steel shelves	Coffee	1
74	Large stool	Coffee	1
75	Large wooden filing shelves	Coffee	1

76	Large wooden shelf	Coffee	1
77	Leitz Paper punch (small)	Coffee	1
78	Low back, velvet seat with armrest	Coffee	47
79	MDF computer desk	Coffee	1
80	MDF computer desk	Coffee	2
81	MDF double pedestal desk	Coffee	1
82	MDF-glazed filing cabinet	Coffee	1
83	MDF-glazed filing cabinet	Coffee	1
84	MDF office desk	Coffee	1
85	Mecole four-drawer steel cabinet	Coffee	1
86	Mecol four-drawer steel cabinet	Coffee	1
87	Medium-sized ordinary office table	Coffee	1
88	Medium-sized metallic table	Coffee	1
89	Medium-sized steel filing cabinets	Coffee	1
90	Medium-sized steel filing shelves	Coffee	1
91	Medium steel filing cabinets	Coffee	1
92	Medium steel filing cabinets	Coffee	1
93	Medium steel filing cabinets	Coffee	1
94	Medium steel-framed office desk	Coffee	1
95	Medium steel shelves	Coffee	1
96	Medium wooden cabinet	Coffee	11
97	Metal file tray	Coffee	
98	Metal frame fabric armchair	Coffee	48
99	Metal frame wooden double pedestal desk	Coffee	5
100	Metal frame wooden Formica top double p	Coffee	20
101	Metal frame wooden table	Coffee	2
102	Metal-framed fabric seat with armrest	Coffee	1
103	Metal-framed fabric seat without armrest	Coffee	1
104	Metal framed filing shelves, each with 9	Coffee	1
105	Metal framed Formica topped table	Coffee	1
106	Metal-framed low-back leather seat with	Coffee	1
107	Metal-framed low-back leather seat with	Coffee	1
108	Metal-framed low-back resin seat without	Coffee	1
109	Metal framed, low low-back velvet seat without	Coffee	1
110	Metal framed low low-back velvet seat	Coffee	1
111	Metal framed low back velvet swivel seat	Coffee	1
112	Metal framed office desk	Coffee	1
113	Metal framed office tables	Coffee	1
114	Metal-framed plastic seat	Coffee	1
115	Metal-framed swivel seat without armrest	Coffee	1
116	Metal framed velvet seat with armrest	Coffee	1
117	Metal framed, leather seat with armrest	Coffee	1
118	Metal framed, low back seat with armrest	Coffee	1
119	Metal framed, low back swivel velvet sea	Coffee	1
120	Metal framed, low-back velvet seat with	Coffee	1
121	Metal framed, low back, fabric seat	Coffee	1
122	Metal framed, low back, fabric seat	Coffee	1
123	Metal framed, low back, velvet seat	Coffee	1
124	Metal framed, velvet seat with armrest	Coffee	1
125	Metal framed, wooden topped ordinary tab	Coffee	1
126	Metallic card holder	Coffee	1
127	Metallic framed velvet seat without armr	Coffee	1

128	Mid back metal framed resin seat without	Coffee	1
129	Mid back office chairs with armrest	Coffee	1
130	Mid back office cushioned chair	Coffee	1
131	Mid back office leather seat fair	Coffee	1
132	Movable computer desk	Coffee	1
133	Movable telephone desk standard size	Coffee	1
134	Office desk	Coffee	1
135	Office desk with drawers	Coffee	1
136	Office desk with drawers	Coffee	1
137	Office desk with drawers	Coffee	1
138	Office desk with drawers	Coffee	1
139	Office desk with drawers	Coffee	1
140	Office desk with drawers with 3 drawers	Coffee	1
141	Office desk with extension	Coffee	1
142	Office desk with extension	Coffee	1
143	Office desk with steel cabinets	Coffee	1
144	Office desk with wooden cabinets	Coffee	1
145	Office leather chairs with armrest	Coffee	1
146	Office leather chairs with armrest	Coffee	1
147	Office secretarial desk 3 drawers with e	Coffee	1
148	Office tables	Coffee	1
149	Old office chair	Coffee	1
150	Old sofa set five seater	Coffee	1
151	One drawer ordinary table	Coffee	1
152	Ordinary tables	Coffee	1
153	Orthopedic chair	Coffee	1
154	Orthopedic Chair	Coffee	1
155	Orthopedic Office Chair/high back	Coffee	1
156	Orthopedic office chair/high back	Coffee	1
157	Orthopedic office chair/high back option	Coffee	1
158	Panasonic telephone head	Coffee	1
159	Plastic seat with armrest	Coffee	1
160	Ramtons electric single coil burner	Coffee	1
161	Ramtons water dispenser	Coffee	2
162	Reception desk	Coffee	1
163	Reception desk with drawers	Coffee	1
164	Reception drawer with glazed doors	Coffee	1
165	Reception wooden desk	Coffee	1
166	Resin swivel seat with armrest	Coffee	1
167	Round and oval coffee tables	Coffee	1
168	Round table, hard wooden	Coffee	1
169	Secretarial desk with extension	Coffee	1
170	Secretarial Seats	Coffee	1
171	Secretary fabric chair	Coffee	5
172	Secretary resin chair	Coffee	2
173	Security Desk	Coffee	5
174	Seven-seater fabric seat	Coffee	1
175	Six-drawer arc-shaped office desk	Coffee	1
176	Six-drawer metallic office desk with res	Coffee	8
177	Small bookshelf	Coffee	1
178	Small coat hanger	Coffee	1
179	Small coffee table	Coffee	1
180	Small coffee table	Coffee	1

181	Small Formica topped table	Coffee	1
182	Small four-drawer wooden cabinets	Coffee	1
183	Small metal frame wooden table	Coffee	1
184	Small mid back office seat	Coffee	1
185	Small office desk	Coffee	1
186	Small office desk with drawer	Coffee	1
187	Small ordinary office table	Coffee	1
188	Small ordinary office table	Coffee	1
189	Small ordinary table	Coffee	1
190	Small ordinary table	Coffee	1
191	Small oval coffee table	Coffee	1
192	Small picture portraits	Coffee	1
193	Small shelf compartment	Coffee	1
194	Small steel cabinet	Coffee	1
195	Small Steel filing cabinet	Coffee	1
196	Small steel filing cabinets	Coffee	1
197	Small table	Coffee	1
198	Small table	Coffee	1
199	Small telephone desk	Coffee	1
200	Small three drawer office desk	Coffee	1
201	Small three drawer wooden cabinets	Coffee	1
202	Small three drawer wooden cabinets	Coffee	1
203	Small three drawer wooden filing cabinet	Coffee	1
204	Small top glazed table	Coffee	1
205	Small wooden cabinet	Coffee	1
206	Small wooden filing cabinet	Coffee	1
207	Small wooden framed, top glazed table	Coffee	1
208	Small wooden glazed cabinet	Coffee	1
209	Small wooden table	Coffee	1
210	Small, 3 drawer, wooden filing cabinet	Coffee	1
211	Sofa Set û Five Seater	Coffee	1
212	Sofa Set û Five Seater	Coffee	1
213	Standard double steel cabinet	Coffee	1
214	Standard metal filing cabinet	Coffee	1
215	Standard metal filing cabinet	Coffee	1
216	Standard metal filing cabinets	Coffee	1
217	Standard metal filing cabinets	Coffee	1
218	Standard metal filing cabinets	Coffee	1
219	Standard metal filling cabinet, five she	Coffee	1
220	Standard metallic computer desk	Coffee	1
221	Standard size wooden table with drawers	Coffee	
222	Standard steel filing cabinet	Coffee	12
223	Steel filing cabinets with sliding doors	Coffee	1
224	Steel filing shelves	Coffee	1
225	Steel filing shelves - large	Coffee	1
226	Steel filing shelves - medium	Coffee	1
227	Steel filling cabinet	Coffee	1
228	Steel filling cabinet four drawer	Coffee	1
229	Steel filling cabinets two doors medium	Coffee	1
230	Steel frame wooden desk three drawer	Coffee	1
231	Steel framed, steel topped office desk	Coffee	1
232	Steel framed computer desk	Coffee	1

233	Steel framed computer desk	Coffee	1
234	Steel framed computer desk	Coffee	1
235	Steel-framed fabric chair without armres	Coffee	1
236	Steel-framed fabric seat with armrest	Coffee	
237	Steel framed filing shelves	Coffee	1
238	Steel framed filling shelves	Coffee	1
239	Steel framed leather seat with armrest	Coffee	1
240	Steel framed low back velvet chair	Coffee	1
241	Steel framed low back velvet swivel chai	Coffee	1
242	Steel framed office desk	Coffee	1
243	Steel framed office desk with drawers	Coffee	1
244	Steel framed office desk with drawers	Coffee	1
245	Steel framed velvet seat with armrest	Coffee	1
246	Steel framed velvet seat without armre	Coffee	1
247	Steel framed velvet seat without armres	Coffee	1
248	Steel framed velvet swivel chair without	Coffee	1
249	Steel framed visitors cushioned chairs	Coffee	1
250	Steel framed Visitors seats with armrest	Coffee	1
251	Steel framed wooden drawer	Coffee	1
252	Steel framed wooden top office desk with	Coffee	1
253	Steel framed wooden topped office desk	Coffee	1
254	Steel framed, low back leather seat with	Coffee	1
255	Steel framed, low back velvet seats with	Coffee	1
256	Steel framed, wooden topped office desk	Coffee	1
257	Steel office desk three drawer	Coffee	1
258	Steel office desk three drawer	Coffee	1
259	Steel office desk with drawers	Coffee	1
260	Straight office desk	Coffee	21
261	Study desk	Coffee	4
262	Swivel velvet seat with armrest	Coffee	1
263	Telephone desk	Coffee	1
264	Telephone head set	Coffee	1
265	Telephone headset	Coffee	1
266	Telephone holder stool	Coffee	1
267	Telephone Installations	Coffee	1
268	Telephone stool	Coffee	1
269	Telephone wooden stool small size	Coffee	1
270	Three drawer metal cabinet	Coffee	16
271	Trolley	Coffee	1
272	TV and cassette wooden case	Coffee	1
273	Two doors steel filling cabinet	Coffee	1
274	Two drawer metallic office desk	Coffee	1
275	Two drawer office desk	Coffee	1
276	Two drawer ordinary table with Formica t	Coffee	1
277	Visitors Chair	Coffee	22
278	Visitors chairs	Coffee	1
279	Visitors chairs with armrest	Coffee	1
280	Visitors Lounge with glass Coffee table	Coffee	4
281	Visitors steel framed chair without armr	Coffee	1
282	Waiting Lounge Directors Office	Coffee	1
283	Wooden cabinet partly glazed	Coffee	11
284	Wooden cupboard with sliding doors	Coffee	3
285	Wooden double pedestal desk	Coffee	4



286	Wooden file shelves	Coffee	32
318	Wooden shelves compartments	Coffee	1
319	Wooden side desk	Coffee	7
320	Wooden stool	Coffee	7
321	Wooden table	Coffee	1
322	Wooden tender box	Coffee	1
323	Wooden visitors' chairs	Coffee	1

## HORTICULTURE CROPS DEVELOPMENT

### Motor vehicles

	Vehicle Registration No.	Current Location
1	KAL 386U	NAIROBI
2	KAT 475X	NANDI
3	KAY 329V	ITEN
4	KAY 685V	NHC
5	KAY 692 V	KITALE
6	KAY 623V	NHC
7	KAY 322V	NAKURU
8	KAY 321V	NHC
9	KAR 462L	NHC
10	KAR 467L	NHC
11	KAR 458L	NHC
12	KCD 191G	NYANDARUA
13	KCD 192G	KERICHO
14	KCD 193G	NYERI
15	KCD 309G	NHC
16	KCE 152D	FOOD CROPS
17	KCE 160D	NHC
18	KCE 161D	BUNGOMA
19	KCE 162D	KISII
20	KCE 163D	MOMBASA
21	KCE 084D	KIBWEZI
22	KCE 085D	NHC
23	KCE 094D	NHC
24	KCE 095D	MWEA
25	KCE 096D	KISUMU
26	KDG 229C	DIRECTOR
27	KDG 517C	NHC
28	KDG 520C	ELDORET
29	KDK 409P	MERU
30	KDK 410P	NHC
31	KDK 874K	NHC
32	KDK 476K	NHC
33	KDK 874P	NHC
34	KDK 876P	NHC

35	KAL 495U	NHC
36	KAL 496U	NHC
37	KAL 499U	NHC
38	KAL 511U	NHC
39	KAY 984V	NHC

	<b>Computer</b>	<b>Current Location</b>
1	DEL DESKTOP	JKIA
2	HP PAVILLION 23 DESKTOP (black)	JKIA
3	HP Pavilion 23 DESKTOP (black)	JKIA
4	HP Desktop (black)	JKIA
5	HP Desktop (black)	JKIA
6	HP Desktop (white)	JKIA
7	HP Desktop (black)	JKIA
8	HP Laptop HP ENVY X360	JKIA
9	Computer Monitor Hp	Mwea Main Office
10	Printer Hp	Mwea Main Office
11	Computer Monitor Hp	Mwea Main Office
12	Computer Monitor Dell	Mwea Main Office
13	Computer Monitor	Mwea Main Office
14	3 in 1 Printer	Manager's Office
15	Computer	Manager's Office
16	Computer	Secretary Office
17	Computer Monitor	LIMURU
18	Computer/CPU	LIMURU
19	Computer CPU	LIMURU
20	Computer Monitor	LIMURU
21	COMPUTER	SECRETARY ROOM
22	PRINTER	SECRETARY ROOM
23	Printer HP Laserjet 1200	ELDORET STATION
24	HP Pavilion Desk Top Computer	ELDORET STATION
25	HP Pavilion Desk Top computer	ELDORET STATION
26	HP Pavilion Desk Top computer	ELDORET STATION
27	HP Pavilion Desk Top computers'	ELDORET STATION
28	Desk Top Computer	ELDORET STATION
29	DELL CPU	ELDORET STATION
30	Printer HP Laserjet 1200	ITEN STATION
31	Desk top computer	ITEN STATION
32	Desk top computer	ITEN STATION
33	Desk top computer	KABARNET STATION
34	HP Pavilion Desk Top computer	KABARNET STATION
35	Desktop 3 in one computer	KITUI
36	LAPTOP	MACHAKOS
37	COMPUTER 1 (BLACK)	NHC PACKHOUSE

38	COMPUTER (2 BLACK)	NHC PACKHOUSE
39	PRINTER (WHITE)	NHC PACKHOUSE
40	PRINTER (BLACK)	NHC PACKHOUSE
41	COMPUTER	NHC PACKHOUSE
42	PRINTER	NHC PACKHOUSE
43	COMPUTER	NHC PACKHOUSE
44	BLACK DESKTOP	KIBWEZI
45	LAPTOP	KIBWEZI
46	PRINTER (WHITE)	KIBWEZI
47	Computer monitor Compaq	NYERI
48	LaptopHP Compaq	NYERI
49	HP Laptop	NYANDARUA
50	HP Laptop	NAKURU
51	Desk top computer	NAKURU
52	Desk top computer-	NYANDARUA
53	Printers	NYANDARUA
54	HEAVY DUTY PRINTER	FINANCE
55	HEAVY DUTY PRINTER	TAS AND RC
56	BLACK & WHITE PRINTER	ICT
57	BLACK & WHITE PRINTER	ICT
58	PROJECTOR	ICT
59	PROJECTOR	ICT
60	LAPTOP	ICT

#### **Furniture and fitting**

	Asset Description	Current Location
1	2 WOODEN CABINET	DIRECTORS OFFICE
2	2 WOODEN CABINET	DIRECTORS OFFICE
3	GRADING TABLES (134)	PACKHOUSE OFFICE2
4	SINGLE SEATER SOFA	DIRECTORS OFFICE
5	STEEL GRADING TABLES	KIBWEZI
6	STEEL GRADING TABLES	KIBWEZI
7	STEEL GRADING TABLES	KIBWEZI
8	STEEL GRADING TABLES	KIBWEZI
9	STEEL GRADING TABLES	KIBWEZI
10	STEEL GRADING TABLES	KIBWEZI
11	STEEL GRADING TABLES	KIBWEZI
12	STEEL GRADING TABLES	KIBWEZI
13	STEEL GRADING TABLES	KIBWEZI
14	STEEL GRADING TABLES	KIBWEZI
15	2 DOOR WOODEN CABINET	DIRECTORS OFFICE
16	2 DOOR WOODEN CABINET	DIRECTORS OFFICE

17	2 DRAWER CABINET	HUMAN RESOURCE OFFICE
18	2 SEATER SOFA	DIRECTORS OFFICE
19	3 SEATER SOFA	DIRECTORS OFFICE
20	4 DRAWER CABINET	HUMAN RESOURCE OFFICE
21	4 DRAWER CABINET	HUMAN RESOURCE OFFICE
22	4 DRAWER CABINET	HUMAN RESOURCE OFFICE
23	Secretarial Chair	ELDORET STATION
24	Secretarial Chair	ELDORET STATION
25	Secretarial Chair	ELDORET STATION
26	Secretarial Chair	ELDORET STATION
27	Secretarial Chair	ELDORET STATION
28	Secretarial Chair	ELDORET STATION
29	Secretarial Chair	ELDORET STATION
30	Secretarial Chair	ELDORET STATION
31	Secretarial Chair	ELDORET STATION
32	Secretarial Chair	ELDORET STATION
33	Secretarial Chair	ELDORET STATION
34	Secretarial Chair	ELDORET STATION
35	Secretarial Chair	ELDORET STATION
36	Secretarial Chair	ITEN STATION
37	Boardroom Chair	BOARD ROOM
38	Boardroom Chair	BOARD ROOM
39	Boardroom Chair	BOARD ROOM
40	Boardroom Chair	BOARD ROOM
41	Boardroom Chair	BOARD ROOM
42	Boardroom Chair	BOARD ROOM
43	Boardroom Chair	BOARD ROOM
44	Boardroom Chair	BOARD ROOM
45	Boardroom Chair	BOARD ROOM
46	Boardroom Chair	BOARD ROOM
47	Boardroom Chair	BOARD ROOM
48	Boardroom Chair	BOARD ROOM
49	Boardroom Chair	BOARD ROOM
50	Boardroom Chair	HR OFFICE
51	Boardroom Chair	ACCOUNTS GENERAL OFFICE

52	Boardroom Chair	REGISTRY
53	Boardroom Chair	HOD FINANCE
54	BULK FILER	REGISTRY
55	BULK FILER 8 BAY	REGISTRY
56	BULK FILER 8 BAY	REGISTRY
57	BULK FILER 8 BAY	HUMAN RESOURCE OFFICE
58	CABINET	PACKHOUSE OFFICEFIRST AID ROOM
59	CABINET	DIRECTORS OFFICE
60	CABINET	PROCUREMENT OFFICE
61	CABINET	PROCUREMENT OFFICE
62	CABINET	PROCUREMENT OFFICE
63	CABINET	PROCUREMENT OFFICE
64	CABINET	PROCUREMENT OFFICE
65	CABINET (FIRST AID ROOM	PACKHOUSE OFFICEFIRST AID ROOM
66	CABINET (FIRST AID ROOM)	PACKHOUSE OFFICEFIRST AID ROOM
67	Cabinet Metallic	REGISTRY
68	Cabinet Metallic	REGISTRY
69	Cabinet Metallic	REGISTRY
70	Cabinet Metallic	REGISTRY
71	Cabinet Metallic 4 drawer	NHC PREFARB
72	Cabinet Metallic 4 drawer	NHC PREFARB
73	Cabinet Metallic 4 drawer	NHC PREFARB
74	Cabinet Metallic 4 drawer	NHC PREFARB
75	Cabinet Metallic 4 drawer	NHC PREFARB
76	Cabinet Metallic 4 drawer	JKIA
77	Cabinet Metallic 4 drawers	NAKURU
78	Cabinet Metallic 4 drawers	NAKURU
79	Cabinet Metallic 4drawers	NAKURU
80	Cabinet Metallic 5 drawers	ITEN STATION
81	Cabinet Wooden	ELDORET STATION
82	Cabinet Wooden	NYANDARUA
83	Cabinet Wooden Glass door	NHC PREFARB
84	Cabinet Wooden Glass door	NHC PREFARB
85	Cashiers Table	General Office

86	Catalina with no armrests	ACCOUNTS GENERAL OFFICE
87	CHAIR	PACKHOUSE OFFICE2
88	CHAIR	PACKHOUSE OFFICE2
89	CHAIR	PACKHOUSE OFFICE2
90	CHAIR	PACKHOUSE OFFICEFIRST AID ROOM
91	CHAIR	PACKHOUSE OFFICEFIRST AID ROOM
92	Chair Catalina	ITEN STATION
93	Chair Catalina	ITEN STATION
94	Chair Catalina	ITEN STATION
95	Chair Catalina	ITEN STATION
96	Chair Catalina	ITEN STATION
97	Chair Catalina	ITEN STATION
98	Chair Catalina	KABARNET STATION
99	Chair Catalina	KABARNET STATION
100	Chair Catalina	NYANDARUA
101	Chair Catalina	NYANDARUA
102	Chair Catalina	NYANDARUA
103	Chair Catalina	NAKURU
104	CHAIR CATALINA (GREEN FABRIC)	KIBWEZI
105	CHAIR CATALINA (GREEN FABRIC)	KIBWEZI
106	CHAIR CATALINA (GREEN FABRIC)	KIBWEZI
107	CHAIR CATALINA (GREEN FABRIC)	KIBWEZI
108	CHAIR CATALINA (GREEN FABRIC)	KIBWEZI
109	CHAIR CATALINA (GREEN FABRIC)	KIBWEZI
110	CHAIR CATALINA (GREEN FABRIC)	KIBWEZI
111	CHAIR CATALINA (GREEN FABRIC)	KIBWEZI
112	CHAIR CATALINA (GREEN FABRIC)	KIBWEZI
113	CHAIR CATALINA (GREEN FABRIC)	KIBWEZI
114	Chair Catalina Blue Fabric	NHC CANTEEN
115	Chair Catalina Blue Fabric	NHC CANTEEN
116	Chair Catalina Blue Fabric	NHC CANTEEN
117	Chair Catalina Blue Fabric	NHC CANTEEN
118	Chair Catalina Blue Fabric	NHC CANTEEN

119	Chair Catalina Blue Fabric	NHC CANTEEN
120	Chair Catalina Blue Fabric	NHC CANTEEN
121	Chair Catalina Blue Fabric	NHC CANTEEN
122	Chair Catalina Blue Fabric	NHC CANTEEN
123	Chair Catalina Blue Fabric	NHC CANTEEN
124	Chair Catalina Blue Fabric	NHC CANTEEN
125	Chair Catalina Blue Fabric	NHC CANTEEN
126	Chair Catalina Blue Fabric	NHC CANTEEN
127	Chair Catalina Blue Fabric	NHC CANTEEN
128	Chair Catalina Blue Fabric	NHC CANTEEN
129	Chair Catalina Blue Fabric	NHC CANTEEN
130	Chair Catalina Blue Fabric	NHC CANTEEN
131	Chair Catalina Blue Fabric	NHC CANTEEN
132	Chair Catalina Blue Fabric	NHC CANTEEN
133	Chair Catalina Blue Fabric	NHC CANTEEN
134	Chair Catalina Blue Fabric	NHC CANTEEN
135	Chair Catalina Blue Fabric	NHC CANTEEN
136	Chair Catalina Blue Fabric	NHC CANTEEN
137	Chair Catalina Blue Fabric	NHC CANTEEN
138	Chair Catalina Blue Fabric	NHC CANTEEN
139	Chair Catalina Blue Fabric	NHC CANTEEN
140	Chair Catalina Blue Fabric	NHC CANTEEN
141	Chair Catalina Blue Fabric	NHC CANTEEN
142	Chair Catalina Blue Fabric	NHC CANTEEN
143	Chair Catalina Blue Fabric	NHC CANTEEN
144	Chair Catalina Blue Fabric	NHC CANTEEN
145	Chair Catalina Blue Fabric	NHC CANTEEN
146	Chair Catalina Blue Fabric	NHC CANTEEN
147	Chair Catalina Blue Fabric	NHC CANTEEN
148	Chair Catalina Blue Fabric	NHC CANTEEN
149	Chair Catalina Blue Fabric	NHC CANTEEN
150	Chair Catalina Blue Fabric	NHC CANTEEN
151	Chair Catalina Blue Fabric	JKIA
152	Chair Catalina Brown Fabric	NHC CANTEEN
153	Chair Catalina Brown Fabric	NHC CANTEEN

154	Chair Catalina Brown Fabric	NHC CANTEEN
155	Chair Catalina Brown Fabric	NHC CANTEEN
156	Chair Catalina Brown Fabric	NHC CANTEEN
157	Chair Catalina Brown Fabric	NHC CANTEEN
158	Chair Catalina Brown Fabric	NHC CANTEEN
159	Chair Catalina Brown Fabric	NHC CANTEEN
160	Chair Catalina Brown Fabric	NHC CANTEEN
161	Chair Catalina Brown Fabric	NHC CANTEEN
162	Chair Catalina Brown Fabric	NHC CANTEEN
163	Chair Catalina Brown Fabric	NHC CANTEEN
164	Chair Catalina Brown Fabric	NHC CANTEEN
165	Chair Catalina Brown Fabric	NHC CANTEEN
166	Chair Catalina Brown Fabric	NHC CANTEEN
167	Chair Catalina Brown Fabric	NHC CANTEEN
168	Chair Catalina Brown Fabric	NHC CANTEEN
169	Chair Catalina Brown Fabric	NHC CANTEEN
170	Chair Catalina Brown Fabric	NHC CANTEEN
171	Chair Catalina Brown Fabric	NHC CANTEEN
172	Chair Catalina Brown Fabric	NHC CANTEEN
173	Chair Catalina Brown Fabric	NHC CANTEEN
173	Chair Catalina Brown Fabric	NHC CANTEEN
174	Chair Catalina Brown Fabric	NHC CANTEEN
175	Chair Catalina Brown Fabric	NHC CANTEEN
176	Chair Catalina Brown Fabric	NHC CANTEEN
177	Chair Catalina Brown Fabric	NHC CANTEEN
178	Chair Catalina Brown Fabric	NHC CANTEEN
179	Chair Catalina Brown Fabric	NHC CANTEEN
180	Chair Catalina Brown Fabric	NHC CANTEEN
181	Chair Catalina Brown Fabric	NHC CANTEEN
182	Chair Catalina Brown Fabric	NHC CANTEEN
183	Chair Catalina Brown Fabric	NHC CANTEEN
184	Chair Catalina Brown Fabric	NHC CANTEEN
185	Chair Catalina Brown Fabric	NHC CANTEEN
186	Chair Catalina Brown Fabric	NHC CANTEEN
187	Chair Catalina Brown Fabric	NHC CANTEEN



188	Chair Catalina Brown Fabric	NHC CANTEEN
189	Chair Catalina Brown Fabric	NHC CANTEEN
190	Chair Catalina Brown Fabric	NHC CANTEEN
191	Chair Catalina Brown Fabric	NHC CANTEEN
192	Chair Catalina Brown Fabric	NHC CANTEEN
193	Chair Catalina Brown Fabric	NHC CANTEEN
194	Chair Catalina Brown Fabric	NHC CANTEEN
195	Chair Catalina Brown Fabric	NHC CANTEEN
196	Chair Catalina Brown Fabric	NHC CANTEEN
197	Chair catalina green fabric	NYERI
198	Chair catalina green fabric	NYERI
199	Chair catalina green fabric	NYANDARUA
200	Chair catalina green fabric	NYANDARUA
201	Chair catalina green fabric	NYANDARUA
202	Chair catalina green fabric	NYANDARUA
203	Chair Catalina Maroon Fabric	ACCOUNTS GENERAL OFFICE
204	Chair Caterina	Kajiado
205	Chair Caterina	Kajiado
206	Chair Catalina with green fabric armless	MACHAKOS
207	Chair Catalina with green fabric armless	MACHAKOS
208	Chair Catalina with green fabric armless	MACHAKOS
209	Chair Catalina with green fabric armless	MACHAKOS
210	Chair caterina green fabric with wooden arm rest	MACHAKOS
211	Chair caterina green fabric with wooden arm rest	KITUI
212	Chair caterina green fabric with wooden arm rest	KITUI
213	Chair caterina green fabric with wooden arm rest	KITUI
214	Chair caterina green fabric with wooden arm rest	KITUI
215	Chair Highback Leather	NYERI
216	Chair Highback Leather	NYANDARUA
217	Chair midback	HOD FINANCE
218	Chair midback with armrest	NYANDARUA
219	Coffee Table Wooden	BOARD ROOM
220	Conference Table Wooden	REGISTRY
221	CUPBOARD 2 DOOR	KIBWEZI

222	CUPBOARD 2 DOOR	KIBWEZI
223	CUPBOARD 2 DOOR	KIBWEZI
224	CUPBOARD 2 DOOR	KIBWEZI
225	CUPBOARD 2 DOOR	KIBWEZI
226	CUPBOARD 2 DOOR	KIBWEZI
227	CUPBOARD 2 DOOR	KIBWEZI
228	CUPBOARD 2 DOOR	KIBWEZI
229	CUPBOARD 2 DOOR	KIBWEZI
230	CUPBOARD 2 DOOR	KIBWEZI
231	CUPBOARD 2 DOOR	KIBWEZI
232	Desk executive	NHC CANTEEN
233	Desk executive	ELDORET STATION
234	Desk executive	ITEN STATION
235	Desk executive	HR OFFICE
236	Desk executive	REGISTRY
237	Desk executive	ITEN STATION
238	Desk Wooden	NYANDARUA
239	Desk Wooden Double Pedestal	NHC PREFARB
240	Desk Wooden Double Pedestal	NHC PREFARB
241	Desk Wooden Double Pedestal	NYANDARUA
242	Desk Wooden Double Pedestal	NAKURU
243	Desk Wooden Double Pedestal	BOARD ROOM
244	Desk Wooden Double Pedestal	REGISTRY
245	Desk Wooden Double Pedestal	REGISTRY
246	Executive Desk Wooden Double	ADMINISTRATION OFFICE
247	Desk wooden Double pedestal	HOD FINANCE
248	Executive Wooden Desk	DIRECTORS OFFICE
249	Desk Wooden Single Pedestal	NHC PREFARB
250	Desk wooden single pedestal	ACCOUNTS GENERAL OFFICE
251	Board room Table	BOARD ROOM
252	Desk Wooden Single Pedestal 2 drawers	JKIA
253	Desk workstation L- shaped	ELDORET STATION
254	Desk workstation L- shaped	ELDORET STATION
255	Desk workstation L- shaped	ELDORET STATION
256	Desk workstation L- shaped	ELDORET STATION

257	Desk workstation L- shaped	ELDORET STATION
258	Desk workstation L- shaped	ELDORET STATION
259	Desk workstation L- shaped	ITEN STATION
260	DESKTOP	HUMAN RESOURCE OFFICE
261	DOUBLE CABINET	DIRECTORS OFFICE
262	Double pedestal desk	ACCOUNTS GENERAL OFFICE
263	Easy lounge chair with arm rest & loose cushions	NHC PREFARB
264	Easy lounge chair with arm rest & loose cushions	NHC PREFARB
265	Easy lounge chair with arm rest & loose cushions	NHC PREFARB
266	Easy lounge chair with arm rest & loose cushions	NHC PREFARB
267	Easy lounge chair with arm rest & loose cushions	NHC PREFARB
268	Easy lounge chair with arm rest & loose cushions (green)	JKIA
269	Easy lounge chair with arm rest & loose cushions (green)	JKIA
270	Easy lounge chair with arm rest & loose cushions (green)	JKIA
271	Easy lounge chair with arm rest & loose cushions (green)	JKIA
272	Ergonomic swivel chair	JKIA
273	Executive Chair	Mwea Main Office
274	EXECUTIVE CHAIR	DEPOT HEAD
275	EXECUTIVE CHAIR	PROCUREMENT OFFICE
276	EXECUTIVE CHAIR	PROCUREMENT OFFICE
277	EXECUTIVE CHAIR	PROCUREMENT OFFICE
278	EXECUTIVE CHAIR (BLACK)	EXTENSION OFFICE
279	EXECUTIVE CHAIR (GREY)	EXTENSION OFFICE
280	Executive Desk	Mwea Main Office
281	Executive Desk	Mwea Main Office
282	EXECUTIVE DESK	PROCUREMENT OFFICE
283	Executive leather chair	ACCOUNTS GENERAL OFFICE
284	Executive office chair low back	MACHAKOS
285	EXECUTIVE SIDE TABLE	PROCUREMENT OFFICE
286	Executive Table	Mwea Main Office
287	Executive Table	Mwea Main Office
288	Executive High Back Chair	Mwea Main Office
289	EXTENSION DESK	MWEA DEPOT HEAD

290	EXTENSION DESK	MWEA DEPOT HEAD
291	EXTENSION DESK	MWEA SECRETARY OFFICE
292	EXTENSION DESK	MWEA KITCHEN
293	EXTENSION DESK	MWEA COMPUTER ROOM
294	EXTENSION DESK	MWEA RADIO ROOM
295	Filing Cabinet Metallic 4 drawers	ELDORET STATION
296	Filing Cabinet Metallic 4 drawers	ELDORET STATION
297	Filing Cabinet Metallic 4 drawers	ELDORET STATION
298	Filing Cabinet Metallic 4 drawers	ELDORET STATION
299	Filing Cabinet Metallic 4 drawers	ITEN STATION
300	Filing Cabinet Metallic 4 drawers	ITEN STATION
301	Filing Cabinet Metallic 4 drawers	KABARNET STATION
302	Filing Cabinet Metallic 4 drawers	NYANDARUA
303	Filing Cabinet Metallic 4 drawers	NYANDARUA
304	Filing Cabinet Metallic 5 drawers	KABARNET STATION
305	Filling Cabinet Metalic 4 Drawers	MACHAKOS
306	Filling Cabinet Metalic 4 Drawers	Kajiado
307	Filling Cabinet Metalic 5 Drawers	KITUI
308	Filling Cabinet Metalic 5 Drawers	MACHAKOS
309	Filling Cabinet Metalic 5 Drawers	Kajiado
310	Grading Table	Mwea Packhouse
311	High Back Chair	KABARNET STATION
312	High Back Chair	REGISTRY
313	HIGH BACK CHAIR	PROCUREMENT OFFICE
314	HIGH BACK CHAIR	PROCUREMENT OFFICE
315	HIGH BACK CHAIR	PROCUREMENT OFFICE
316	HIGH BACK CHAIR	HUMAN RESOURCE OFFICE
317	Lounge Chairs	Mwea Main Office
318	Lounge Chairs	Mwea Main Office
318	Lounge Chairs	Limuru depot
319	Lounge Chairs	Limuru depot
320	Lounge Chairs	Limuru depot
321	Lounge Chairs	Limuru depot
322	Metallic Steel Sorting Table	Limuru depot
323	MOBILE SIDE DESK	KIBWEZI
324	OFFICE DESK	KIBWEZI

325	Sofaset 3 seater	ACCOUNTS GENERAL OFFICE
326	Sofaset one seater (Brown)	ACCOUNTS GENERAL OFFICE
327	Steel Cabinet Locker (Gents Washrooms)	NHC Gents Washroom
328	Steel Cabinet Locker (Ladies Washrooms)	NHC Packhouse Ladies Washroom
329	Stool	Directors Office
330	Swivel Chair	Nakuru
331	Swivel Chair Leather	JKIA
332	Swivel Chair Leather	JKIA
333	Swivel Chair Leather	JKIA
334	Swivel Chair Leather	JKIA
335	Swivel Chair With Faulty Gear	JKIA
336	Swivel Chair Without Castor	JKIA
337	Table Wooden	NHC CANTEEN
338	Wooden Cabinet	Mwea Main Office
339	Wooden Cabinet	Limuru depot
340	Wooden Cabinet 2 Doors	KABARNET STATION
341	Wooden Cabinet 2 Doors	NYANDARUA
342	Wooden Cabinet 2 Doors	ADMINISTRATION OFFICE
343	Wooden Cabinet 2 Doors	ACCOUNTS GENERAL OFFICE
344	Wooden Cabinet 2 Doors	ACCOUNTS GENERAL OFFICE
345	Wooden Cabinet with 2 doors	NHC PREFARB
346	Wooden Cabinet with 2 doors	NHC PREFARB
347	Wooden Cabinet with 2 doors	ELDORET STATION
348	Wooden Cabinet with 2 doors	ELDORET STATION
349	Wooden Cabinet with 2 doors	ITEN STATION
350	Wooden Cabinet with 2 doors	ITEN STATION
351	Wooden Cabinet with 2 doors	KITUI
352	Wooden Cabinet with 2 doors	MACHAKOS
353	Wooden Cabinet with 2 doors	HR OFFICE
354	Wooden Cabinet with 2 doors	HOD FINANCE
355	Wooden Cabinet with 2 doors	ACCOUNTS GENERAL OFFICE
356	Wooden Cabinet with 2 doors	ACCOUNTS GENERAL OFFICE
357	WOODEN CABINETS	Mwea Main Office
358	Wooden Table	Mwea Main Office

Plant & Machinery		
1	COLDROOM NO UNIT 1	9 in Number
2	Compressor Cold Room	8 in Number
3	Compressor Cold Room	12 in Number
4	COMPRESSOR Cold-room	18 in Number
5	Compressor(outside)	18 in Number
6	COMPRESSORS	8 in Number
7	Compressors CR	15 in Number
8	Compressors CR	30 in Number
9	Compressors CR	30 in Number
10	Compressors CR	30
11	Compressors CR	15
12	Compressors CR	30
13	Compressors CR	45
14	Control Board Compressor	22
15	Control Board Compressor	8
16	Control Board Compressor	8
17	Control Board Compressor	8
18	Control Board Compressor	8
19	Control Board Compressor	8
20	CRATES (1871)	1
21	Diesel Generator	1
22	Diesel Generator	1
23	Diesel Generator	1
24	Diesel Generator	1
25	Diesel Generator	1
26	Diesel Generator	11
27	Diesel Generator	1
28	Distribution Board	7
29	ELECTRONIC WEIGHING SCALE	1
30	ELECTRONIC WEIGHING SCALE	1
31	FIRE EXTINGUISHER (BLACK CO2)	12Pcs
32	Fire Extinguisher Co2	12Pcs
33	Fire Extinguisher	12 Pcs
34	GENERATOR	7
35	PORTABLE WEIGHING SCALE	
36	POWER DISTRIBUTION BOARD	7
37	Power Factor Controller	7
38	SANCTION FAN	51
39	PLATFORN SCALE MANUAL	7
40	SUNCTION FAN	48
Portable & attractive items		
	Asset Description	Current Location
1	Ipad Air	NHC

2	Ipad Air	NHC
3	Ipad Air	NHC
4	Ipad Air	NHC
5	Avocado Quality meter	NHC LAB
6	Avocado Quality meter	NHC LAB
7	Laptops	HCD ICT

#### MOTOR VEHICLE

1	KBJ 389U	Suzuki TS 185	MOA
2	KCD 806 G	Cherry Tiggo	AFA HQ
3	KCE 340D	TOYOTA PRADO	AFA HQ
4	KCH 124Q		
5	KCK 772U	Toyota Hilux	AFA HQ
6	KCK 790U	Nissan NP 200	AFA HQ
7	KCP 050K	Toyota Hilux	AFA HQ
8	KCP 060K	Toyota Hiace	AFA HQ
9	KCP 061K	Toyota Hiace	AFA HQ
10	KDG 219C	Toyota Prado	AFA HQ
11	KDK 569P	Toyota Prado	AFA HQ
12	KDK 585P	Toyota Prado	AFA HQ
13	KBJ 390U	Suzuki TS 185	MOA
14	KCH 396Q	Chevrolet Trailblazer	AFA HQ
15	KCH 911Q	Volkswagen Polo Vivo Maxx	AFA HQ
16	KCK 564U	Toyota Hilux	AFA HQ
17	KCK 703U	Toyota Hilux	NYERI
18	KCK 913U	Nissan NP 200	AFA HQ
19	KDG 561C	ISUZU TFS86 Double Cab	Coffee HQ
20	KDG 563C	ISUZU TFS86 Double Cab	Coffee HQ
21	KBG 517C	Toyota 7115000-KUN25	Coffee HQ
22	KBN 196E	TOYOTA Corolla	Coffee HQ
23	KBR 299U	Nissan E24	Coffee HQ
24	KBU 893T	Toyota PRADO	Coffee HQ
25	KAA 113P	TOYOTA HILUX	Fibre
26	KCK 820U	Isuzu NQR 66R	AFA HQ
27	KDK 402P	Isuzu D-Max	NOCD NRB
28	KBJ 551U	Toyata corolla saloon	Fibre
29	KBJ 615U	Toyata Hilux	Fibre
30	KBJ 616 U	Toyata Hilux D/cab	Fibre
31	KBJ 617 U	Toyata Hilux D/cab	Fibre
32	KBN 958E	Toyata Hilux D/cab	Fibre
33	KBQ 671D	Toyota Hilux	Fibre
34	KBR 797U	Toyota Hilux S/cab	Fibre
35	KBR 798U	Toyota Hilux S/cab	Fibre
36	KBR 799U	Toyota Hilux S/cab	Fibre
37	KBR 800U	Toyota corolla	Fibre
38	KBR 901U	Toyota Hilux	Fibre
39	KCD 160G	Isuzu Dmax/D/cab	Fibre
40	KCD 161G	Isuzu Dmax/Dd/cab	Fibre
41	KCK 658U	Toyota/fortuner	Fibre
42	KCP 144K	Toyota Hilux	AFA HQ

43	KCP 796K	Toyota Hilux SINGLE CAB	Food crops
44	KMGZ 277P	KIBO	Food crops
45	KMGZ 278P	KIBO	Food crops
46	KAL 495U	SUZUKI M/ CYCLE	HCD
47	KAL 496U	SUZUKI M/ CYCLE	HCD
48	KAL 499U	SUZUKI M/ CYCLE	HCD
49	KAL 511U	HONDA M/CYCLE	HCD
50	KAR 467L	MITSUBISHI CANTER	HCD
51	KAR 458L	MITSUBISHI LORRY	HCD
52	KAR 462L	MITSUBISHI CANTER	HCD
53	KAY 321V	TOYOTA Corolla	HCD
54	KAY 322V	TOYOTA PRADO	HCD
55	KAY 329V	NISSAN HARD BODY	HCD
56	KAY 623V	TOYOTA VAN	HCD
57	KAY 965V	YAMAHA	HCD
58	KAY 984V	YAMAHA	HCD
59	KAY 984V	YAMAHA	HCD
60	KAY 988V	YAMAHA	HCD
61	KCD 191G	SUZUKI JIMNY	HCD
62	KCD 192G	SUZUKI JIMNY	HCD
63	KCD 193G	SUZUKI JIMNY	HCD
64	KCE 084D	Cherry Tiggo	HCD
65	KCE 085D	Cherry Tiggo	HCD
66	KCE 095D	Cherry Tiggo	HCD
67	KCE 096D	Cherry Tiggo	HCD
68	kCE 152D	TOYOTA PRADO	HCD
69	KCE 160D	TOYOTA HILUX	HCD
70	KCE 161D	TOYOTA HILUX	
71	KCE 162D	TOYOTA HILUX	
72	KCE 163D	TOYOTA HILUX	HCD
73	KCK 771U	Toyota Fortuner	AFA HQ
74	KDG 229C	Toyota Prado	HCD
75	KCD 309G	Cherry Tiggo	HCD
76	KDG 517C	ISUZU TFS86 Double Cab	HCD
77	KDG 520C	ISUZU TFS86 Double Cab	HCD
78	KDK 409P	ISUZU TFS86 D/C	AFA HQ
79	KDK 410P	ISUZU TFS86 D/C	AFA HQ
80	KDK 874P	ISUZU TFS86 D/C	AFA HQ
81	KDK 876P	ISUZU TFS86 D/C	AFA HQ
82	KDK 878P	ISUZU TFS86 D/C	AFA HQ
83	KDK 879P	ISUZU TFS86 D/C	AFA HQ
84	KDK 880P	ISUZU TFS86 D/C	AFA HQ
85	KDK 881P	ISUZU TFS86 D/C	AFA HQ
86	KCP 105K	ISUZU D-MAX D CABIN	AFA HQ
87	KCP 798K	Toyota Hilux Pickup Double Cab	AFA HQ
88	KDK 411P	ISUZU TFS86 D/C	AFA HQ
89	KCH 593Q	Chevrolet Trailblazer	AFA HQ
90	KCH 922Q	Toyota Hilux	AFA HQ
91	KCP 132K	ISUZU D-MAX D CABIN	AFA HQ
92	KDK 401P	ISUZU TFS86 D/C	AFA HQ
93	KDK 405P	ISUZU TFS86 D/C	AFA HQ
94	KDR 139P	ISUZU TFS86 D/C	NOCN NRB
95	KDR 140P	ISUZU TFS86 D/C	NOCN NRB
96	KDR 303P	FORTUNER	NOCN NRB



97	KDR 309P	TOYOTA VAN	NOCD NRB
98	KBJ 176U	Nissan Xtrail	MOA
99	KBJ 177U	Mitsubishi pajero	MOA
100	KBJ 178U	Nissan Xtrail	MOA
101	KBJ 388U	Suzuki TS 185	MOA
102	KBJ 391U	Suzuki TS 185	MOA
103	KBJ 392U	Suzuki TS 185	MOA
104	KBR 352U	Nissan Hard body single cab	KCDA Mombasa
105	KBR 864U	nissan Hard body double cab	KCDA Mombasa
106	KDK 404P	Isuzu D-Max	NOCD NRB
107	KDK 947P	ISUZU TFS86 D/C	NOCD NRB
108	KDR 054P	ISUZU TFS86 D/C	NOCD NRB
109	KDR 055P	ISUZU TFS86 D/C	NOCD NRB
110	KDR 065P	ISUZU TFS86 D/C	NOCD NRB
111	KDR 066P	ISUZU TFS86 D/C	NOCD NRB
112	KDR 071P	Mistubishi Fuso	NOCD NRB
113	KCE 494D	Toyota Prado	NOCD NRB
114	KDK 403P	Isuzu D-Max	NOCD NRB
115	KDK 946P	ISUZU TFS86 D/C	NOCD NRB

## BUILDING

	Description/ Name Of Building	Building Ownership	Nearest Town/ Shopping Centre	Street	County
1	Kahawa Hse	Construction	- 1.2891508190243754, 36.829695627724455	Haile Sellaissie	NAIROBI
2	Coffee Plaza	Construction	- 1.2891508190243754, 36.829695627724455	Haile Sellaissie	NAIROBI
3	Milimani	PBK	Nakuru	Maragoli Avenue /Samia Rise	Nakuru
4	Milimani	PBK	Nakuru	Menengai/Masaai Rise	Nakuru
5	General Mathenge Road	PBK	Nakuru	General Mathenge Road	Nakuru
6	Riverside	AFA-Fibre	Nairobi	Riverside	Nairobi
7	NHC PACKHOUSE BLOCK	AFA HCD	JKIA NAIROBI	MAZAO ROAD JKIA	NAIROBI
8	NHC CANTEEN BLOCK	AFA HCD	JKIA NAIROBI	MAZAO ROAD JKIA	NAIROBI
9	NHC WORKSHOP BLOCK	AFA HCD	JKIA NAIROBI	MAZAO ROAD JKIA	NAIROBI
	NHC Administration Block	AFA HCD	JKIA NAIROBI	MAZAO ROAD JKIA	NAIROBI
	Hot Water Treatment Building	AFA HCD	JKIA NAIROBI	MAZAO ROAD JKIA	NAIROBI
10	NHC SANITATION BLOCK	AFA HCD	JKIA NAIROBI	MAZAO ROAD JKIA	NAIROBI
11	LIMURU DEPOT OFFICE BLOCK	AFA HCD	JKIA NAIROBI	MAZAO ROAD JKIA	NAIROBI
12	LIMURU DEPOT PACKHOUSE BLOCK	AFA HCD	LIMURU	NAIROBI NAKURU ROAD	KIAMBU
13	MWEA DEPOT	AFA HCD	LIMURU	NAIROBI NAKURU	KIAMBU

	OFFICE BLOCK			ROAD	
14	MWEA DEPOT PACKHOUSE BLOCK	AFA HCD	KIMBIMBI	NAIROBI /MERU ROAD	KIRINYAGA
15	SAGANA DEPOT OFFICE BLOCK	AFA HCD	KIMBIMBI	NAIROBI /MERU ROAD	KIRINYAGA
16	SAGANA DEPOT PACKHOUSE BLOCK	AFA HCD	SAGANA	NAIROBI /NYERI ROAD	KIRINYAGA
17	NKUBU DEPOT OFFICE BLOCK	AFA HCD	SAGANA	NAIROBI /NYERI ROAD	KIRINYAGA
18	NKUBU DEPOT PACKHOUSE BLOCK	AFA HCD	KARIENE	NAIROBI /MERU ROAD	MERU
19	YATTA DEPOT OFFICE BLOCK	AFA HCD	KARIENE	NAIROBI /MERU ROAD	MERU
20	YATTA DEPOT PACKHOUSE BLOCK	AFA HCD	SOFIA	NAIROBI/GARISSA ROAD	MACHAKOS
21	MACHAKOS OFFICE DEPOT	AFA HCD	SOFIA	NAIROBI/GARISSA ROAD	MACHAKOS
22	MACHAKOS DEPOT PACKHOUSE BLOCK	AFA HCD	MACHAKOS	NAIROBI/MACHAKOS ROAD	MACHAKOS
23	KIBWEZI DEPOT OFFICE BLOCK	AFA HCD	MACHAKOS	NAIROBI/MACHAKOS ROAD	MACHAKOS
24	KIBWEZI DEPOT PACKHOUSE	AFA HCD	KIBWEZI	MOMBASA ROAD	MAKUENI

## Land

Description of land	County	Nearest town/ Location
AZANIA	Kiambu	Juja
KORU FARM	KERICHO	KORU
EMBAKASI	NAIROBI	NAIROBI
Land (Kahawa Hse)- LR 209/6408	Nairobi	
Land (Coffee Plaza)- LR No 209/6545	Nairobi	
Nakuru	Nakuru	Nakuru
Nyandarua	Nyandarua	Nyandarua
Nakuru	Nakuru	Nakuru
Kitui	Kitui	manyenyoni
Riverside	Nairobi	Nairobi
DEPOT	KIRINYAGA	SAGANA
DEPOT	MERU	NKUBU
DEPOT	KIAMBU	LIMURU
DEPOT	MAKUENI	KIBWEZI
DEPOT	Machakos	Machakos
DEPOT	EMBU	Mwea
DEPOT	NAIROBI	NAIROBI
FARM	TAITA	Wundanyi

DEPOT	MACHAKOS	KITHIMANI/(Sofia Yatta)
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## PERFORMANCE SPECIFICATIONS AND DRAWINGS

**(Describe Outputs and Performances, rather than Inputs, wherever**

**possible) Notes on Specifications**

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

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

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

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

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

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

## **PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

## SECTION VI - GENERAL CONDITIONS OF CONTRACT

### A. General

#### Provisions Definitions

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

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

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

## **1.2 Applicable Law**

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

## **1.3 Language**

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

## **1.4 Notices**

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

## **1.5 Location**

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

## **1.6 Authorized Representatives**

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

## **1.7 Inspection and Audit by the PPRA**

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

## **1.8 Taxes and Duties**

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

## **2 Commencement, Completion, Modification, and Termination of Contract**

### **2.1 Effectiveness of Contract**

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

### **2.2 Commencement of Services**

#### **2.2.1 Program**

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

### 2.2.2 Starting Date

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

### 2.3 Intended Completion Date

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

### 2.4 Modification

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

#### 2.4.1 Value Engineering

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

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

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

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

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

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

### 2.5 Force Majeure

#### 2.5.1 Definition

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

#### 2.5.2 No Breach of Contract

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

### **2.5.3 Extension of Time**

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

### **2.5.4 Payments**

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

## **2.6 Termination**

### **2.6.1 By the Procuring Entity**

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

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

### **2.6.2 By the Service Provider**

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

(b) of this Sub-Clause 2.6.2:

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

### **2.6.3 Payment up on Termination**

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

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

## **3 Obligations of the Service Provider**

### **3.1 General**

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with



generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contractor to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

### **3.2 Conflict of Interests**

#### **3.2.1 Service Provider Not to Benefit from Commissions and Discounts.**

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

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

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

#### **3.2.3 Prohibition of Conflicting Activities**

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

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

### **3.3 Confidentiality**

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

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

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

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

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

### **3.6 Reporting Obligations**

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

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

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

### **3.8 Liquidated Damages**

#### **3.8.1 Payments of Liquidated Damages**

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

#### **3.8.2 Correction for Over-payment**

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

#### **3.8.3 Lack of performance penalty**

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

### **3.9 Performance Security**

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

### **3.10 Fraud and Corruption**

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

### **3.11 Sustainable Procurement**

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

## **4 Service Provider's Personnel**

### **4.1 Description of Personnel**

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

### **4.2 Removal and/or Replacement of Personnel**

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

## **5 Obligations of the Procuring Entity**

### **5.1 Assistance and Exemptions**

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

### **5.2 Change in the Applicable Law**

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

### **5.3 Services and Facilities**

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

## **6 Payments to the Service Provider**

### **6.1 Lump-Sum Remuneration**

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 6.2.4 and 6.3.

### **6.2 Contract Price**

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

### **6.3 Payment for Additional Services, and Performance Incentive Compensation**

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-

Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

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

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

## 6.4 Terms and Conditions of Payment

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

## 6.5 Interest on Delayed Payments

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

## 6.6 Price Adjustment

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

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

Where:

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

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

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

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

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

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

## 6.7 Day works

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

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

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

## **7 Quality Control**

### **7.1 Identifying Defects**

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

#### **Correction of Defects, and Lack of Performance Penalty**

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

## **8 Settlement of Disputes**

### **8.1 Contractor's Claims**

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

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

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

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

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

8.1.5.1 This fully detailed claim shall be considered as interim;

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



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

## **8.2 Matters that may be referred to arbitration**

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

## **8.3 Amicable Settlement**

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

## **8.4 Arbitration**

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

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

## **8.5 Arbitration with proceedings**

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

## **8.6 Failure to Comply with Arbitrator's Decision**

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

## **9.1 The Adjudicator**

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



request.

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

## B. SPECIAL CONDITIONS OF CONTRACT

### SECTION VII - SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is <i>the Legal Services Department</i>
1.1(v)	The project Manager is the Director HR
1.1(d)	The contract name is Tender for
1.1(g)	The Procuring Entity is the <i>Agriculture and Food Authority</i>
1.1(l)	The Member in Charge is <i>Administration Section</i>
1.1(o)	The Service Provider is -----
1.4	<p>The addresses are:</p> <p>Procuring Entity: Agriculture and Food Authority</p> <p>Attention: Director General</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Email address _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: HR &amp; ADMIN Department</p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is _____.
2.2.2	The Starting Date for the commencement of Services is _____.
2.3	The Intended Completion Date is _____.
2.4.1	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Service Provider shall be ____% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.
3.2.3	Activities prohibited after termination of this Contract are: _____
3.4	<p>The risks and coverage by insurance shall be:</p> <p>(i) Third Party motor vehicle _____</p> <p>(ii) Third Party liability _____</p> <p>(iii) Procuring Entity's liability and workers' compensation _____</p> <p>(iv) Professional liability _____</p> <p>(v) Loss or damage to equipment and property _____</p>
3.5(d)	The other actions are _____.]
3.7	<p>Restrictions on the use of documents prepared by the Service Provider are:</p> <p>_____</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.8.1	The liquidated damages rate is _____ per day The maximum amount of liquidated damages for the whole contract is _____ percent of the final Contract Price.
3.8.3	The percentage _____ to be used for the calculation of Lack of performance Penalty(ies) is _____.
5.1	The assistance and exemptions provided to the Service Provider are: _____
6.2(a)	The amount in Kenya Shillings _____.
6.3.2	The performance incentive paid to the Service Provider shall be: _____ _____
6.4	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> <li>• Advance for Mobilization, Materials and Supplies: _____ percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.</li> <li>• Progress payments in accordance with the milestones established as follows, subject to certification by the Procuring Entity, that the Services have been rendered satisfactorily, pursuant to the performance indicators:            _____ (indicate milestone and/or percentage) _____            _____ (indicate milestone and/or percentage) _____ and            _____ (indicate milestone and/or percentage) _____            Should the certification not be provided, or refused in writing by the Procuring Entity within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</li> <li>• The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%.</li> <li>• The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.</li> </ul>
6.5	<p>Payment shall be made within _____ days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within _____ days in the case of the final payment.</p> <p>The interest rate is _____.</p>
6.6.1	<p>Price adjustment is _____ in accordance with Sub-Clause 6.6.</p> <p>The coefficients for adjustment of prices are _____:</p> <p>(a) For local currency:</p> <p>A<sub>L</sub> is _____</p> <p>B<sub>L</sub> is _____</p> <p>C<sub>L</sub> is _____</p> <p>L<sub>mc</sub> and L<sub>oc</sub> are the index for Labor from _____</p> <p>I<sub>mc</sub> and I<sub>oc</sub> are the index for _____ from _____</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(b) For foreign currency</p> <p><math>A_F</math> is _____</p> <p><math>B_F</math> is _____</p> <p><math>C_F</math> is _____</p> <p><math>L_{mc}</math> and <math>L_{oc}</math> are the index for Labor from _____</p> <p><math>I_{mc}</math> and <math>I_{oc}</math> are the index for _____ from _____</p>
<b>7.1</b>	<p>The principle and modalities of inspection of the Services by the Procuring Entity are as follows: _____</p> <p>The Defects Liability Period is _____.</p>
<b>9.1</b>	<p>The designated Appointing Authority for a new Adjudicator is _____</p>
<b>9.2</b>	<p>The Adjudicator is _____. Who will be paid a rate of _____ per hour of work? The following reimbursable expenses are recognized: _____</p>

## **C. APPENDICES**

### **Appendix A - Description of the Services**

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

### **Appendix B - Schedule of Payments and Reporting Requirements**

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

### **Appendix C - Breakdown of Contract Price**

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

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

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

### **Appendix D - Services and Facilities Provided by the Procuring Entity**

## D. FORMS

### SECTION VIII -CONTRACT FORMS

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

*[Guarantor letterhead or SWIFT identifier code]*

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

Date: \_\_\_\_\_ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: \_\_\_\_\_

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

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

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

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

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

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

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

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

*[Guarantor letterhead or SWIFT identifier code]*

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

**PERFORMANCE BOND No.:** \_\_\_\_\_

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

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

SIGNED ON \_\_\_\_\_ on behalf  
of by \_\_\_\_\_ in the capacity  
of In the presence of

SIGNED ON \_\_\_\_\_ on behalf  
of By \_\_\_\_\_ in the capacity  
of In the presence of



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

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

**Beneficiary:** \_\_\_\_\_[Insert name and Address of Procuring Entity]

**Date:** \_\_\_\_\_[Insert date of issue]

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_[Insert guarantee reference

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

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

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

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

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

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

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

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

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

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

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

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

**Details of beneficial ownership**

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

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

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

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

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

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

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

*Name of the Tenderer: .....\*[insert complete name of the Tenderer]\_\_\_\_\_*

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

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

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

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

Bidder Official