



**KASNEB Towers, Hospital Road, Upper Hill, P.O. Box 41362-00100 NAIROBI**  
**Tel: +254 (020) 4923000, Cellphone: 0722201214,**  
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**PROVISION OF EXAMINATION PRINTING SERVICES**  
**FOR KASNEB**

**KAS/ITT/EPS/12/2025/2026**

**SUBMISSION CLOSING DATE:**

**FRIDAY, 20 FEBRUARY 2026**

**SUBMISSION CLOSING TIME: 11.00 A.M**

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## INVITATION TO TENDER

### PROCURING ENTITY: KASNEB

KASNEB Towers, Hospital Road, Upper Hill, and P.O. Box 41362-00100 NAIROBI.

Tel: +254 (020) 4923000, 2712640. Cellphone: 0722201214,0748569187

Email: [info@KASNEB.or.ke](mailto:info@KASNEB.or.ke). Website: [www.kasneb.or.ke](http://www.kasneb.or.ke)

### CONTRACT NAME AND DESCRIPTION: Provision of Examination Printing Services KAS/ITT/EPS/12/2025/2026

1. **KASNEB** invites sealed tenders for the provision of services, i.e. **Provision of Examination Printing Services**.
2. Tendering will be conducted under open competitive method using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
3. Tendering is **restricted to ELIGIBLE Firms Including Small and Medium Enterprises registered appropriately with The National treasury**.
4. Interested registered suppliers may obtain further information from and inspect the tender documents at the offices of KASNEB situated in **KASNEB** Towers, Hospital Road, Upper Hill, and NAIROBI during normal working hours between **8.00 a.m.** and **4.00 p.m.** every day from Monday to Friday.
5. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of **Shilling one thousand (Ksh.1,000)** only in cash payable to the address given below. Tender documents may be obtained electronically from the Website [www.KASNEB.or.ke](http://www.KASNEB.or.ke). Tender documents obtained electronically will be free of charge.  
Beneficiary Name: **KASNEB**  
Account number: **070-8004502** Bank:  
**Absa bank Kenya PLC** Branch:  
**Enterprise Road**
6. Tender documents may be viewed and downloaded for free from the website ([www.kasneb.or.ke](http://www.kasneb.or.ke)). Tenderers who download the tender document must forward their particulars immediately to ([procuretwo@kasneb.or.ke](mailto:procuretwo@kasneb.or.ke)) to facilitate any further clarification or addendum.
7. All Tenders must be accompanied by a **tender security declaration for Special Group firms or Tender Security of Fifty Thousand (Sh.50,000) only where applicable** in the form of a bank guarantee or a bank draft issued by a reputable bank must be enclosed in a plain sealed envelope marked only with the tender number and tender name and addressed to:  
**The Secretary/Chief Executive Officer,**  
**KASNEB**  
**KASNEB Towers, Hospital Road, Upper Hill,**  
**P. O. Box 41362-00100 NAIROBI**
8. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
9. Completed tenders must be delivered to the address below on or before **Friday, 20 February 2026** at **11.00 a.m.** Electronic Tenders will be permitted.
10. **All interested bidders shall require to submit the bid proposals through the e-Government Procurement (e-GP) System, and also submit hard copies.**
11. Late tenders will be rejected.
12. 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.

**A. The addresses referred to above are: Address for obtaining further information and for purchasing tender documents**

KASNEB

KASNEB Towers I

Hospital Road, Upper Hill, P.O. Box 41362-00100 NAIROBI

Tel: +254 (020) 4923000, 2712640. Cellphone: 0722201214, 0734600624

Email: info@KASNEB.or.ke.

[ceo@kasneb.or.ke](mailto:ceo@kasneb.or.ke)

[francis.okubo@kasneb.or.ke](mailto:francis.okubo@kasneb.or.ke)

[procuretvo@kasneb.or.ke](mailto:procuretvo@kasneb.or.ke)

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

KASNEB

KASNEB Towers,

Off Hospital Road, Upper Hill, P.O. Box 41362-00100 NAIROBI

Tel: +254 (020) 4923000, 2712640. Cellphone: **0722201214, 0748569187**

Website: [www.kasneb.or.ke](http://www.kasneb.or.ke)

The clearly labeled Envelopes to be Deposited in the Tender Box Outside Supply Chain Management Directorate at KASNEB Tower I Upper Hill Off Hospital road.

KASNEB Box 41362 -00100 Nairobi KASNEB

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

KASNEB

KASNEB Towers,

Off Hospital Road, Upper Hill,

Conference Room.

**DEPUTY DIRECTOR SUPPLY CHAIN MANAGEMENT**

**FOR: SECRETARY/CHIEF EXECUTIVE OFFICER**

## 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:

The terms:

- (a) "in writing" means communicated in written form (e.g., by mail, e-mail, including if specified **in the TDS**, distributed or received through the electronic- procurement system used by KASNEB) 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 KASNEB. It excludes KASNEB 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 and Attached Terms of Reference**.

#### 3. Fraud and Corruption

- 3.1 KASNEB 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 KASNEB 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, KASNEB 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. KASNEB shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. KASNEB shall

check whether the owners or controllers of the Tenderer are same as those that provided consulting services. KASNEB 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. Kindly note that Joint Venture (JV) ARE NOT Permissible in this tender.**
- 4.2 Public Officers, of KASNEB, 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 KASNEB regarding this Tendering process; or
  - (e) any of its affiliates participated as a consultant in the preparation of KASNEB'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 KASNEB 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 KASNEB or of the project implementing agency, who:
    - (i) are directly or in directly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or
    - (ii) Would be involved in the implementation or supervision of such contract unless the conflicts teeming from such relationship has been resolved in a manner acceptable to KASNEB 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 KASNEB.
- 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 KASNEB determine if this condition is met shall be provided in for this purpose is be provided in “*SECTION III- EVALUATION AND QUALIFICATION CRITERIA*”
- 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 issued 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**

- (i) Section V-Procuring Entity's Requirements

#### **PART 3: Contract**

- (i) Section VI - General Conditions of Contract (GCC)
- (ii) Section VII - Special Conditions of Contract (SCC)
- (iii) 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 KASNEB is not part of this tendering document.
- 6.3 Unless obtained directly from KASNEB, KASNEB 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 KASNEB shall prevail.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

## **7. Site Visit**

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

## **8 Pre-Tender Meeting**

- 8.1 KASNEB shall specify in the **TDS** if a pre-tender conference will be held, when and where. KASNEB 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 KASNEB not later than the period specified in the **TDS** before the meeting.
- 8.3 Minutes of the pre-Tender meeting and the pre-arranged pre-tender visit of the site of the service, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT6.3. Minutes shall not identify the source of the questions asked.
- 8.4 KASNEB 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 KASNEB exclusively through the issue of an Addendum pursuant to ITT10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

## **9 Clarification of Tender Documents**

- 9.1 A Tenderer requiring any clarification of the Tender Document shall contact KASNEB in writing at KASNEB'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. KASNEB 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. KASNEB 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**, KASNEB 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, KASNEB 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, KASNEB 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 KASNEB in accordance with ITT 6.3. KASNEB shall also promptly publish the addendum on KASNEB'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, KASNEB 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 KASNEB 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 KASNEB 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 KASNEB.

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 KASNEB 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 KASNEB'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 KASNEB, a Service provider or group of service providers, qualifies for a margin of preference. Further the information will enable KASNEB 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 KASNEB 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 authorisations that KASNEB 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 KASNEB. 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 KASNEB.
- 18.7 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if KASNEB 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.
- (i) If information submitted by a tenderer pursuant to these requirements, or obtained by KASNEB (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: If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process.
  - (ii) if the contract has been awarded to that tenderer, the contract award will be set aside, 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.
- 18.8 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 KASNEB that any such act was not material, or was due to genuine error 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 KASNEB 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, and 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 KASNEB in accordance with ITT 24.1). A Tender valid for a shorter period shall be rejected by KASNEB as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, KASNEB 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) a bank guarantee;
  - (ii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
  - (iii) 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 KASNEB as non-responsive. 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. KASNEB 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.

- 21.5 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.
- 21.6 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 provided 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.
- 21.7 Where tender securing declaration is executed, KASNEB shall recommend to the PPRA that PPRA debar the Tenderer from participating in public procurement as provided in the law.
- 21.8** 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. **(JV's NOT APPLICABLE)**
- 21.9 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. **(NOT APPLICABLE)**
- 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 KASNEB 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 KASNEB.
- (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, KASNEB 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 KASNEB 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 KASNEB 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 KASNEB and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

## 25 Late Tenders

25.1 KASNEB shall not consider any Tender that arrives after the dead line for submission of Tenders, in accordance with ITT 24. Any Tender received by KASNEB 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 KASNEB 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.
- 27 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.
- 27.1** Except as in the cases specified in ITT 23 and ITT 25.2, KASNEB 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 KASNEB 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 KASNEB attending Tender opening in the manner specified **in the TDS**.
- 27.7 KASNEB shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT25.1).
- 27.8 KASNEB shall prepare a record of the Tender opening that shall include, as a minimum:
- (i) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
  - (ii) The Tender Price, per lot (contract) if applicable, including any discounts; and
  - (iii) any alternative Tenders;
  - (iv) The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
  - (v) 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 KASNEB 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 KASNEB 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, KASNEB may, at KASNEB's discretion, ask any tenderer for clarification of its Tender including break downs of the prices in the Activity Schedule, and other information that KASNEB may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by KASNEB shall not be considered. KASNEB'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 KASNEB 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 KASNEB'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 KASNEB'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, KASNEB'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 KASNEB 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 KASNEB 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, KASNEB may waive any non-conformity in the Tender.

31.6 Provided that a Tender is substantially responsive, KASNEB 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, KASNEB 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, KASNEB 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 KASNEB 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, KASNEB 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, KASNEB 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 ITT33; 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 KASNEB 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, KASNEB 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 KASNEB determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, KASNEB shall reject the Tender.

### **38 Abnormally High Tenders**

- 38.1 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 KASNEB is concerned that it (KASNEB) 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.
- 38.2 In case of an abnormally high price, KASNEB shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if he specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. KASNEB may also seek written clarification from the tenderer on the reason for the high tender price. KASNEB shall proceed as follows:
- (i) If the tender price is abnormally high based on wrong estimated cost of the contract, KASNEB may accept or not accept the tender depending on KASNEB's budget considerations.
  - (ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, KASNEB shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case maybe.
- 38.3 If KASNEB determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), KASNEB shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

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

If in KASNEB's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, KASNEB 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.

- 39.1 After the evaluation of the information and detailed price analyses presented by the Tenderer, KASNEB 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 KASNEB paying too much for undelivered works; or
  - (d) Reject the Tender.

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

- 40.1 KASNEB 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.
- 40.2 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.
- 40.3 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 KASNEB 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.

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

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

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

##### **43 Award Criteria**

- 43.1 KASNEB 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 KASNEB 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 KASNEB has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

#### **44 Debriefing by KASNEB**

- 44.1 On receipt of KASNEB's Notification of Intention to Enter into a Contract referred to in ITT 42, an unsuccessful tenderer may make a written request to KASNEB for a debriefing on specific issues or concerns regarding their tender. KASNEB 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, KASNEB 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, KASNEB 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 KASNEB.
- 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 KASNEB, 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 KASNEB. 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 KASNEB. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless KASNEB 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 KASNEB 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, KASNEB 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 KASNEB;
  - (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 KASNEB 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, KASNEB 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.

| ITT Reference | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS   |
|---------------|--|
|               | <b>A. General</b>  |
| ITT 1.1       | The reference number of the Invitation to Tenders (ITT) is: <b>KAS/ITT/EPS/12/2025/2026</b><br>The procuring entity is: <b>Kenya Accountants and Secretaries National Examination Board (KASNEB)</b><br>The name of the ITT is: <b>Provision of Examination Printing Services.</b><br>The number and identification of lots (contracts) comprising this ITT is: <b>[As per Schedule of Requirements and ToR attached]</b>  |
| ITT 1.2(a)    | <b>Electronic –Procurement System</b><br>KASNEB shall use the following electronic-procurement system to manage this Tendering process:<br><b>[PPIP and KASNEB Website: <a href="http://www.kasneb.or.ke">www.kasneb.or.ke</a>]</b><br>The electronic-procurement system shall be used to manage the following aspects of the Tendering process:<br><b>[issuing Tendering document, letters to Successful and unsuccessful bidders and appropriate progress reports]</b><br>Electronic procurement system shall be used: <b>eGP</b><br>Email Communication and/or print media shall be used as and when appropriate.   |
| ITT 1.3       | The Intended Completion Date is <b>three years (3) Contract renewable for a similar period subject to satisfactory delivery of the service after an evaluation process. Review of the firm and mutual agreement between KASNEB and the contracted firm.</b>  |
| ITT 1.4       | Maximum number of members in the Joint Venture (JV) shall be:<br><b>Not Applicable</b>   |
|               | A list of debarred firms and individuals is available on the PPRA’s website:<br><a href="http://www.ppra.go.ke">www.ppra.go.ke</a>   |
|               | tenderers shall be required to be to be registered with:<br><b>I. Kenya Registrar of Companies</b>   |
|               | <b>B. Contents of Tendering Document</b>   |
|               | (a) Address where to send enquiries is _<br>The contact information for requesting clarifications is:<br><b>CEO/Supply Chain Management Team</b><br>Email: <a href="mailto:ceo@kasneb.or.ke">ceo@kasneb.or.ke</a> , <a href="mailto:francis.okubo@kasneb.or.ke">francis.okubo@kasneb.or.ke</a><br><a href="mailto:procuretwo@kasneb.or.ke">procuretwo@kasneb.or.ke</a> ;<br><b>P.O. Box 41362-00100 Nairobi. CLARIFICATIONS</b> may be requested no later than <b>3</b> days prior to the submission deadline to reach KASNEB not later than <b>Monday, 16 February 2026, 11:00 a.m.</b><br>(b) KASNEB will publish its response at the website <a href="http://www.kasneb.or.ke">www.kasneb.or.ke</a> |
| ITT 1.5       | A pre-tender conference <b>N/A</b>   |
|               | <b>C. Preparation of Tenders</b>   |
| ITT 1.6 (I)   | The Tenderer shall submit the following additional documents in its Tender:<br><b>Quality Assurance and Control Systems in Place</b><br><b>Mechanisms in monitoring and Evaluating the Integrity of Officers involved in Security Printing.</b>  |
|               | Other documents required are <b>_N/A</b>   |
|               |  |

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| ITT 1.7      | Alternative proposals <b>shall NOT be</b> considered.   |
| ITT 1.8      | Alternative times for Service delivery <b>shall ONLY be permitted upon mutual discussion and agreement between both parties</b>   |
| ITT 1.9      | Alternative technical solutions shall be NOT permitted for any parts of the Services:<br><b>UNLESS upon mutual discussion and agreement between both parties</b>  |
| ITT 10       | The prices quoted by the Tenderer <b>SHALL NOT</b> be subject to adjustment during the performance of the Contract; <b>UNLESS</b> upon mutual discussion and agreement between both parties as guided by the provisions of PPAD Act 2015 and Regulations 2020   |
| ITT 10.1     | The proposal validity period shall be <b>150 days</b> .   |
| ITT 10.2     | A <b>Tender Security shall be</b> required for Non-Special Group Firms<br>A Tender-Securing Declaration <b>shall be</b> required for Special Group Firms duly registered by the National Treasury.<br>If a Tender Security shall be required, the amount and currency of the Tender Security shall be Shillings <b>Fifty thousand (Sh.50,000) Only</b>  |
| ITT 10.3 (a) | The Contract price when necessary <b>shall be strictly</b> guided by the provisions of PPAD Act 2015 and Regulations 2020   |
| ITT 10.4     | In addition to the original of the proposal, the number of copies is: <b>ONE (1)</b>  |
| ITT 10.5     | The written confirmation of authorization to sign on behalf of the Tenderer. <b>The price Schedule/Form of Tender and Confidential Business Questionnaire</b> among other critical documents  |
|              | <b>D. Submission and Opening of Tenders</b>   |
| ITT 10.6     | A tender package or container that cannot fit in the tender box shall be received as follows: <b>at Supply Chain Management Unit Office</b> . KASNEB, KASNEB Towers, Off Hospital Road, Upper Hill, stamped and recorded in the appropriate register  |
| ITT 10.7     | For <b><u>Tender submission purposes</u></b> only, KASNEB address is:<br><br>The tender submission address is:<br><br><b>Address for Submission of Tenders.</b><br><b>KASNEB</b><br><b>KASNEB Towers,</b><br><b>Off Hospital Road, Upper Hill, P.O. Box 41362-00100 NAIROBI</b><br><b>Tel: +254 (020) 4923000, 2712640. Cellphone: 0722201214, 0748569187</b><br><b>Website: <a href="http://www.kasneb.or.ke">www.kasneb.or.ke</a></b><br><b>The cleared labelled Envelopes to be Deposited in the Tender Box Outside Supply Chain Management Office at KASNEB Towers I Upper Hill Off Hospital road.</b><br>a) The tender must be submitted not later than: Date: <b>Friday, 20 February 2026</b> Time: <b>11:00 A.M.</b> |

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|--|--|
|  | An online option of the opening of the Technical tender is offered: <b>eGP</b><br>The opening shall take place at: <b>KASNEB Towers I, NAIROBI</b> Street<br>Address: <b>Off Hospital Road Upper Hill,</b><br>Floor Number: <b>4<sup>th</sup> Floor</b><br>City: <b>Nairobi</b><br>County: <b>Nairobi</b><br>Country: <b>Kenya</b><br>Date: <b>Friday, 20 February 2026</b><br>Time: <b>11.00 A.M.</b>   |
| <b>ITT 10.8</b>                                | The number of representatives of KASNEB to sign is: <b>at least three (3)</b>  |
| <b>E. Evaluation and Comparison of Tenders</b> |  |
| <b>ITT 10.9</b>                                | For The manner of rectify quantifiable nonmaterial nonconformities<br><br><b>As per the provisions of PPAD Act 2015 and Regulations 2020</b>   |
| <b>ITT 11</b>                                  | The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: <b>[Kenya Shillings]</b><br>The source of exchange rate shall be: <b>[the Central Bank in Kenya.]</b><br>The date for the exchange rate shall be: <b>[Friday, 20 February 2026} Alternatively as guided by the provisions of PPAD Act 2015 and Regulations 2020</b>   |
| <b>ITT 11.1</b>                                | A margin of preference and/or reservation <b>shall not</b> apply   |
| <b>ITT 11.2</b>                                | The invitation to tender is extended to ALL eligible firms including BUT NOT limited to the following group that qualify for Reservations <i>Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case who shall be duly registered with National Treasury</i>   |
| <b>ITT 11.3</b>                                | <b>Price evaluation will be done for all items outlined in the Schedule of Requirements/Specification Schedule</b>   |
|  | Other eligibility and <b>mandatory criteria</b> shall be as provided in the PPAD Act No. 33 of 2015 including the following among others:<br>(i) Copy of Certificate of Incorporation/Business Registration certificate<br>(ii) Copy of Valid Tax Compliance Certificate from Kenya Revenue Authority<br>(iii) Copy of the Registration Certificate of the Data Protection (as either Data Processor or Data Controller or Both) from the Office of Data Protection Commissioner (ODPC).<br>(iv) Duly filled, signed and stamped Confidential Business Questionnaire<br>(v) Original Tender security of Sh.50,000.00 in form of unconditional bank guarantee from a reputable bank or insurance guarantee in Kenya valid up to 150 days from the date of opening of the tender.<br>(vi) Valid CR12<br>(vii) Duly filled, signed and stamped Self Declaration forms:<br>(viii) Form SD 1 – that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015.<br>(ix) (Form SD 2 – that the person/tenderer will not engage in any corrupt or fraudulent practice).<br>(x) Declaration and Commitment to the Code of Ethics.<br>(xi) Copy of the certificate of Independent Tender (Proposal) Determination<br>(xii) Original and copy of the technical and financial proposals as specified in the tender document.<br>(xiii) The entire/complete original (including attachments) Must be chronologically serialized/paginated using a <b>numbering machine</b> , hand written pagination will be <b>deemed non-responsive</b> .<br>(xiv) Certificate of registration as a security printer by the Kenya Bankers Association or its equivalent, or experience in printing national examinations similar to those of KASNEB |

|                 |   |
|-----------------|---|
|                 | <p>(xv) Submission of One Original &amp; One Copy in the format required by the procuring entity and all the tender document (all volumes) to be <b>TAPE BOUND</b> (Use of Spiral binding, Spring or box files will <b>NOT</b> be accepted and will lead to automatic disqualification.</p> <p>(xvi) Provide proof that the firm is fully registered with the e-Government Procurement (e-GP) System.</p>   |
| <b>ITT 11.4</b> | Tenderers shall be <u>allowed</u> 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>   |
| <b>ITT 11.5</b> | The Adjudicator proposed by KASNEB is _____. The hourly fee for this proposed Adjudicator shall be _____. The biographical data of the proposed Adjudicator is as follows: _____.   |
| <b>ITT 11.6</b> | <p>The procedures for making a Procurement-related Complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a>.</p> <p>If a service wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p>For the attention: <b>Prof. Nicholas K. Letting’ PhD, EBS, HSC]</b><br/> Title/position: <b>[Secretary/Chief Executive Officer]</b><br/> Email address: <b>[ceo@kasneb.or.ke]</b></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. The terms of the Tendering Documents; and</li> <li>2. KASNEB decision to award the contract.</li> </ol> |

## 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:
- (a) For construction turnover or financial data required for each year-Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted) was originally established.
  - (b) Value of single contract-Exchange rate prevailing on the date of the contract signature.
  - (c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by KASNEB.
- 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. KASNEB should use **the Standard Tender Evaluation Report for non-consultancy services** evaluating Tenders.

#### 1.3 Evaluation and contract award Criteria

KASNEB 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 (Mandatory)

A preliminary evaluation will be carried out. Missing any of the following items shall be considered non-responsive and hence the bidder will not be considered for further evaluation. The bidder to submit the following documents, failure to which they shall not be considered for further evaluation.

| No. | Requirements  | Priority  |
|-----|---|-----------|
| 1.  | Copy of Certificate of Incorporation/Business Registration certificate  | Mandatory |
| 2.  | Copy of Valid Tax Compliance Certificate from Kenya Revenue Authority   | Mandatory |
| 3.  | Copy of Registration Certificate of the Data Protection   | Mandatory |
| 4.  | Duly filled, signed and stamped Confidential Business Questionnaire   | Mandatory |
| 5.  | Original Tender security of Ksh.50,000.00 in form of unconditional bank guarantee from a reputable bank or insurance guarantee in Kenya valid up to <b>150 days</b> from the date of opening of the tender. | Mandatory |
| 6.  | Valid CR12  | Mandatory |
| 7.  | Duly filled, signed and stamped Self Declaration forms:   | Mandatory |
|     | (a) Form SD 1 – that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015<br>(find attached form SD 1 on page 39 of 86 of the tender                     | Mandatory |

|     |   |           |
|-----|---|-----------|
|     | document)   |           |
|     | (b) Form SD 2 – that the person/tenderer will not engage in any corrupt or fraudulent practice).<br>(find attached form SD 2 on page 40 of 86 of the tender document)   | Mandatory |
|     | (c) Declaration and Commitment to the Code of Ethics.<br>(find attached form on page 41 of 86 of the tender document).  | Mandatory |
| 8.  | Copy of the certificate of Independent Tender (Proposal) Determination  | Mandatory |
| 9.  | Original and copy of the technical and financial proposals as specified in the tender document.   | Mandatory |
| 10. | The entire/complete original (including attachments) Must be chronologically serialized/paginated using a <b>numbering machine</b> , hand written pagination will be <b>deemed non-responsive</b> .   | Mandatory |
| 11. | Certificate of registration as a security printer by the Kenya Bankers Association or its equivalent, or experience in printing national examinations similar to those of KASNEB  | Mandatory |
| 12. | Submission of One Original & One Copy in the format required by the procuring entity and all the tender document (all volumes) to be <b>TAPE BOUND</b> (Use of Spiral binding, Spring or box files will <b>NOT</b> be accepted and will lead to automatic disqualification. | Mandatory |
| 13. | Provide proof that the firm is fully registered with the e-Government Procurement (e-GP) System.  | Mandatory |

**NB: Bidders are required to attach documentary evidence and comply with all mandatory requirements to progress to technical evaluation stage. Failure to comply with the above requirements shall lead to DISQUALIFICATION. The Tender shall be declared NON-RESPONSIVE**

## Technical evaluation

During the technical evaluation, the proposal shall be subjected to a thorough evaluation to check if it meets the technical requirements as stated in the bid documents. The pass mark for this evaluation stage is seventy per cent (**70%**). Should the bidder fail to meet the pass mark of **70%**, the firm shall be disqualified from continuing to the next stage of financial evaluation. Each of the requirements in the bid shall be scored as weighted below:

| No.          | Item Description  | Marks       |
|--------------|---|-------------|
| 1            | <b>Specific experience of the firm in the last five (5) years<br/>(attach evidence – certificate of completion or equivalent)</b>   | <b>[20]</b> |
|              | <ul style="list-style-type: none"> <li>• Have expertise and skills in undertaking examination printing services for at least one (1) examination body or institution similar in capacity to KASNEB in the last five (5) years, or demonstrated capacity to handle such an assignment.</li> <li>• Experience of at least 5 years of offset printing of national examinations (Evidence of LPO, contracts, service level agreements)</li> </ul> | <b>20</b>   |
|              | <ul style="list-style-type: none"> <li>• No similar nature of assignment.</li> </ul>  | 0           |
| 2            | <b>Machinery and equipment</b>  | <b>[20]</b> |
| (a)          | Availability of machinery and equipment to undertake printing in a timely and efficient manner, including: (Evidence availed) <ul style="list-style-type: none"> <li>• Plate making</li> <li>• Printing</li> <li>• Guillotining</li> <li>• Folding</li> </ul>   | <b>15</b>   |
| (b)          | Maintenance history of machinery and equipment(Evidence availed)  | <b>5</b>    |
| 3            | <b>Team Leader</b>  | <b>[15]</b> |
| (a)          | Principal contact person has at least five years of experience in printing  | 10          |
| (b)          | Between three- and four-years' experience Less than three years.  | 5           |
| (c)          | Less than three years   | 0           |
| 4            | <b>Printing Team (2)</b>  | <b>[20]</b> |
| (a)          | Printing team (machine operators and packers) has an average of at least three (3) years of experience in printing work   | 10          |
| (b)          | Between three- and four-years average experience  | 10          |
| (c)          | Less than three years average experience.   | 0           |
| 5            | <b>Operations and logistics</b>   | <b>[25]</b> |
| (a)          | Certified safe working environment for printing-OSHA certificate  | 5           |
| (b)          | Possession of quality assurance certifications/accreditations-ISO/KBA   | 5           |
| (c)          | Possession of quality assurance certifications/accreditations   | 5           |
| (d)          | Audited accounts for the last three (3) financial years from (2022, 2023 and 2024).   | 10          |
| <b>TOTAL</b> |   | <b>100</b>  |

**Note: Only those firms who score 70% and above in the Technical Evaluation will be considered for Financial Evaluation.**

### 3.3 Award

KASNEB shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

### 3.4 Due diligence

KASNEB will undertake due diligence at the bidder's reference sites to ascertain the authenticity of the sites and scope of past work before award of contract. In addition, KASNEB will visit the bidder's office to verify the location and organizational composition. If KASNEB finds the bidder to have given misleading information in the bid, this will lead to a disqualification of the Proposal.

### 3.5 Costing

- (a) The costs shall be stated in Kenya shillings (KSh) and shall be broken down as per **attached** price schedule
- (b) Machine cost per hour (equivalent to hire of the printing area). Note that **NO OTHER** work shall be undertaken within the printing where KASNEB work will be undertaken and its immediate surroundings.

**Note:**

- (i) All prices shall be documented only in the financial bid document(s).
- (ii) Quoted costs shall be expected to be applicable for at least one (1) financial year.

## 4. Multiple Contracts

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

### OPTION 1

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

**(NOT APPLICABLE)**

### **OPTION 2**

KASNEB will consider all possible combinations of won Lots [contract(s)] and determine the combinations with the lowest evaluated price. Tenders will 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. **(APPLICABLE)**.

**5 Alternative Tenders (ITT 15.1)**

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

KASNEB 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 KASNEB.

**6 MARGIN OF PREFERENCE**

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

- 6.1 If the TDS so specifies, KASNEB 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 KASNEB, a particular contractor or group of contractor's qualifies for a margin of preference.
- 6.3 After Tenders have been received and reviewed by KASNEB, 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.....
  - i) 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.
  - ii) Contractor's Representative and Key Personnel, which are specified as



**1. FORM OF TENDER**

***INSTRUCTIONS TO TENDERERS***

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

**Date of this Tender submission: Friday, 20 February 2026**

**ITT No: KAS/ITT/EPS/12/2025/2026**

**Alternative No.:** \_\_\_\_\_ *[insert identification No if this is a Tender f or an alternative]*

To: \_\_\_\_\_

- (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 KASNEB based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT21;
- (d) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the tendering document of the following: *[insert a brief description of the Non-Consulting Services]*;
- (e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item(f) below is: *[Insert one of the options below as appropriate]*

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

Or

Option 2, in case of multiple lots:

(a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and

(b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;

- a) **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]*;

- b) **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;
- c) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- d) **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;
- e) **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;
- f) **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];*
- g) **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.
- h) **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;
- i) **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:
- (i) Tenderer's Eligibility; Confidential Business Questionnaire—to establish we are not in any conflict to interest.
  - (ii) Certificate of Independent Tender Determination—to declare that we completed the tender without colluding with other tenderers.
  - (iii) Self-Declaration of the Tenderer—to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
  - (iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

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

**Name 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]

**ii) 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. Tenderers details**

|   | <b>ITEM</b>   | <b>DESCRIPTION</b>   |
|---|---|--|
| 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<br>2. City<br>3. Location<br>4. Building<br>5. Floor<br>6. Postal Address<br>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.

| No. | 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 KASNEB.**

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.

| No. | 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   | Tenderer has a relationship with another tenderer, directly or through common third parties that put it in a position to influence the tender of another tenderer, or influence the decisions of KASNEB regarding this tendering process.                            |                      |  |
| 5   | Any of the Tenderers 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 KASNEB 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 KASNEB who would be involved in the implementation or supervision of the Contract.   |                      |  |
| 9   | Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to KASNEB throughout the tendering process and execution of the Contract?   |                      |  |

(a) **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)*



**iv) 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 KASNEB*) 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 deposed 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 KASNEB*) 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 KASNEB.
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  
FORMSD 3**

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.....  
...

v) **APPENDIX1-FRAUD AND CORRUPTION**

*(Appendix 1 shall not be modeled)*

**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 KASNEB under subsection (7) does not limit any legal remedy KASNEB may have;

3. An employee or agent of KASNEB or a member of the Board or committee of KASNEB 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.
  - (i) "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;
  - (ii) "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;
  - (iii) "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;

- i) "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 KASNEB 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.

## 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. Tenderers Name ..... *[insert Tenderers legal name]*
2. In case of JV, legal name of each member: .....*[insert legal name of each member in JV] NOT APPLICABLE*
3. Tenderers actual or intended country of registration: ..... *[insert actual or intended country of registration]*
4. Tenderers year of registration:..... *[insert Tenderers year of registration]*
5. Tenderers Address in country of registration .....*[insert Tenderers legal address in country of registration]*
6. Tenderers 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(as) 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 KASNEB
- 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 (NOT APPLICABLE)**

*[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<br>Name: <i>[insert name of JV's Member authorized representative]</i><br>Address: <i>[insert address of JV's Member authorized representative]</i><br>Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i><br>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><br><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.<br><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 KASNEB, in accordance with ITT 4.6. |
| 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.   |

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

**Beneficiary:** \_\_\_\_\_ **Request for Tenders No:**  
\_\_\_\_\_ **Date:** \_\_\_\_\_ **TENDER**

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

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

1. We have been informed that \_\_\_\_\_ (here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after 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 provide 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)]*

**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 noticed 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]

**TENDER-SECURING DECLARATION FORM**

[The Bidder shall complete this Form in accordance with the instructions indicated] Date: *[insert date (as day, month and year) of Tender Submission]*

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

To: *[insert complete name of Purchaser]* I/We, the undersigned, declare that:

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

Signed.....

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

Name:

.....

... Duly authorized to sign the bid for and on behalf of.....*[insert complete name of Tenderer]* Dated on ..... day of ..... *[Insert date of signing]*

Seal or stamp

**QUALIFICATION FORMS**

**6. FOREIGN TENDERERS 40% RULE (WHERE APPLICABLE)**

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

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

**6. 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<br><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 |                        |

## FORM PER - 1: TENDERER'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

### Tenderer's 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> <input type="text"/>   |
|    | <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> <input type="text"/>   |
|    | <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> <input type="text"/>   |
|    | <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> |

**FORM PER-2: RESUME AND DECLARATION - TENDERER'S REPRESENTATIVE AND KEY PERSONNEL.**

|                  |
|------------------|
| Name of Tenderer |
|------------------|

|  |  |
|--|--|
| Position [# 1]: <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.

| <b>Project</b>                | <b>Role</b>                                       | <b>Duration of involvement</b> | <b>Relevant experience</b>                                 |
|-------------------------------|---|--------------------------------|--|
| <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 “Tenderer’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:<br><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<br>Name: _____<br>Address: _____<br>Telephone/Fax numbers: _____<br>E-mail address: _____  |
| 1. Attached are copies of original documents of<br><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<br><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1<br><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 KASNEB</li></ul> |
| 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.   |

**FORM CON –2**

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

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

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, 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><br>Name of Procuring Entity: <i>[insert full name]</i><br>Address of Procuring Entity: <i>[insert street/city/country]</i><br>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: _____<br>Name of Procuring Entity: _____<br>Address of Procuring Entity: _____<br>Matter in dispute: _____<br>Party who initiated the dispute: _____<br>Status of dispute: _____  |  |
|   |                                       | Contract Identification: _____<br>Name of Procuring Entity: _____<br>Address of Procuring Entity: _____<br>Matter in dispute: _____<br>Party who initiated the dispute: _____<br>Status of dispute: _____  |  |
| Litigation History in accordance with Section III, Evaluation and Qualification Criteria  |                                       |  |  |
| <input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.   |                                       |  |  |
| <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.   |                                       |  |  |

| Year of award        | Outcome as percentage of Net Worth | Contract Identification  | Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate) |
|----------------------|------------------------------------|--|---|
| <i>[insert year]</i> | <i>[insert percentage]</i>         | Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i><br>Name of Procuring Entity: <i>[insert full name]</i><br>Address of Procuring Entity: <i>[insert street/city/country]</i><br>Matter in dispute: <i>[indicate main issues in dispute]</i><br>Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i><br>Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i> | <i>[insert amount]</i>  |

**Financial Situation and Performance**

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

\_\_\_\_\_

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 three (3) years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1.

The financial statements shall:

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

Attached are copies of financial statements for the \_\_\_\_\_ years required above; and complying with the requirements

## Average Annual Turnover

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

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

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

**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.

| <b>Financial Resources</b> |                            |   |
|----------------------------|----------------------------|---|
| <b>No.</b>                 | <b>Source of financing</b> | <b>Amount (Kenya Shilling equivalent)</b> |
| 1                          |                            |   |
| 2                          |                            |   |
| 3                          |                            |   |
|                            |                            |   |

**FORM FIN-3.4:****Current Design and Printing Services Commitments / Works in Progress**

Tenderers to 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.

|   | <b>Name of Contract</b> | <b>Procuring Entity's Contact Address, Tel,</b> | <b>Value of Outstanding Work [Current Kenya Shilling /month h Equivalent]</b> | <b>Estimated Completion Date</b> | <b>Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month]</b> |
|---|-------------------------|---|---|----------------------------------|---|
| 1 |                         |   |   |                                  |   |
| 2 |                         |   |   |                                  |   |
| 3 |                         |   |   |                                  |   |
| 4 |                         |   |   |                                  |   |
| 5 |                         |   |   |                                  |   |
|   |                         |   |   |                                  |   |

15. **FORM EXP-4.1**

**General Design and Printing Experience**

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

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

**FORM EXP -4.2(a)**

**Specific Design and Printing Management Experience**

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

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"/><br>Not Applicable | 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:<br>Telephone/fax number<br>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  |   |   |  |   |

**FORM EXP-4.2(b)**

**Printing and Design Experience in Key Activities**

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

Key Activity No One: \_\_\_\_\_

| Information  |   |   |  |   |  |  |                |        |  |  |        |  |  |        |  |  |
|--|---|---|--|---|--|--|----------------|--------|--|--|--------|--|--|--------|--|--|
| Contract Identification  |   |   |  |   |  |  |                |        |  |  |        |  |  |        |  |  |
| Award date   |   |   |  |   |  |  |                |        |  |  |        |  |  |        |  |  |
| Completion date  |   |   |  |   |  |  |                |        |  |  |        |  |  |        |  |  |
| Role in Contract   | <table border="1"> <tr> <td>Prime Contractor<br/><input type="checkbox"/></td> <td>Member in JV<br/><input type="checkbox"/></td> <td>Management Contractor<br/><input type="checkbox"/></td> <td>Sub-contractor<br/><input type="checkbox"/></td> </tr> <tr> <td></td> <td>NOT APPLICABLE</td> <td></td> <td></td> </tr> </table>                                  | Prime Contractor<br><input type="checkbox"/>      | Member in JV<br><input type="checkbox"/>   | Management Contractor<br><input type="checkbox"/> | Sub-contractor<br><input type="checkbox"/> |  | NOT APPLICABLE |        |  |  |        |  |  |        |  |  |
| Prime Contractor<br><input type="checkbox"/>   | Member in JV<br><input type="checkbox"/>  | Management Contractor<br><input type="checkbox"/> | Sub-contractor<br><input type="checkbox"/> |   |  |  |                |        |  |  |        |  |  |        |  |  |
|  | NOT APPLICABLE  |   |  |   |  |  |                |        |  |  |        |  |  |        |  |  |
| Total Contract Amount  | <b>Kenya Shilling</b>   |   |  |   |  |  |                |        |  |  |        |  |  |        |  |  |
| Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year | <table border="1"> <tr> <th>Total quantity in the contract (i)</th> <th>Percentage participation (ii)</th> <th>Actual Quantity Performed (i) x (ii)</th> </tr> <tr> <td>Year 1</td> <td></td> <td></td> </tr> <tr> <td>Year 2</td> <td></td> <td></td> </tr> <tr> <td>Year 3</td> <td></td> <td></td> </tr> <tr> <td>Year 4</td> <td></td> <td></td> </tr> </table> | Total quantity in the contract (i)                | Percentage participation (ii)              | Actual Quantity Performed (i) x (ii)              | Year 1                                     |  |                | Year 2 |  |  | Year 3 |  |  | Year 4 |  |  |
| 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:<br>Telephone/fax number<br>E-mail:  |   |   |  |   |  |  |                |        |  |  |        |  |  |        |  |  |

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

## WORK SCHEDULES AND SPECIFICATIONS

| No. | Description   |
|-----|---|
| 1   | <b>Machine cost <u>PER HOUR</u></b><br>(equivalent to hire of the printing area). Note that no other work shall be undertaken within the printing where KASNEB work will be undertaken and its immediate surroundings     |
| 2   | <b>Cost of paper <u>PER RIM</u></b><br>separated as to:<br><br>(i) White paper – this is reserved for diploma and lower examinations.<br><br>(ii) Blue paper – this is reserved for professional and higher examinations. |
| 3   | <b>Cost of <u>PRINTING PLATES</u></b><br>separated as to:<br>(iv) Small size plates – of up to 2 pages<br>(v) Medium size plates – of up to 4 pages<br>(vi) Large plates – beyond 4 pages                                 |

### Please note the following:

- The paper grammage is 70 gsm.
- The quantity printed per paper varies from as low as 100 copies to as high as 10,000 copies.
- The final examination papers are strictly in A4 sizes.
- Multiple copies of the same paper may be mapped in a printing plate which must however be cut in individual A4 size papers at the end of the process.

**For detailed Information, Please refer to the attached TERMS OF REFERENCE on Page 98**

**THE SPECIFICATIONS AND PRICE ACTIVITY SCHEDULES**

**Name of Tenderer:** ..... **Tender No:** .....

**PRICE SCHEDULE APPENDED TO THE TENDER DOCUMENT  
AS APPENDIX I**

**Signature of Tenderer Representative:** .....

**Stamp of Tenderer:** .....

**Date**.....

**Please Note:**

Any other costs in addition to the above must be separately indicated with the basis of charging clearly spelt out, such as per hour, quantity based or any other basis.

- (i) All prices shall be documented only in the financial bid document(s).
- (ii) Quoted costs shall be expected to be applicable for at least one (1) financial year.

## METHOD STATEMENT

**Tenderers are expected to note the following conditions and other information.**

- (a) The examinations are expected to be printed in the following two main colours:
  - (i) **White colour** – For Accounting Technicians Diploma (ATD) examination and CAMS (paper-based option under the parallel runs). It should be noted that DDMA, DCNSA and DQM examinations will be fully computer-based
  - (ii) **Blue colour** – For professional and post-professional examinations. A sample of the blue paper can be availed upon request.
- (b) The **paper grammage is 70 gsm.**
- (c) The printed examination question papers to have unique serial numbers and standard security features for ease of tracing source in case of early exposure or leakage.
- (d) The **quantity printed per paper** varies from as low as **100 copies to as high as 10,000 copies.**
- (e) The final examination papers are strictly in A4 sizes. Multiple copies of the same paper may be mapped in a printing plate which must however be cut in individual A4 size papers at the end of the process.
- (f) The number of pages per examination paper varies between one (1) and sixteen (16) pages. In some rare occasions, the number of pages may exceed the above number.
- (g) Printing is usually undertaken about three (3) weeks to the examination dates. The planned examination dates for the Calendar Year ending 31 December 2026 are as follows:
  - (i) April 2026 sitting: Week beginning Monday, 30 March 2026.
  - (ii) August 2026 sitting: Week beginning Monday, 17 July 2026.
  - (iii) December 2026 sitting: Week beginning Monday, 9 November 2026.
- (h) A notice of three (3) days would usually be given by KASNEB prior to the printing exercise.
- (i) The number of printing days average three (3) per sitting. A typical printing day would run from 7.00 a.m. to 6.00 p.m.
- (j) The printing facilities should be located within Nairobi county for logistical convenience and security purposes.

### **Deliverables**

The key deliverables under the contract are:

- (a) Printed examinations as per the set quality standards.
- (b) Efficient delivery of the printing service within set durations to ensure timely preparations for the examinations.
- (c) Demonstration of the highest levels of integrity and confidentiality with regard to the printing of the examinations.

### **Portfolio of expertise and qualifications**

#### **(a) The firm**

The service provider will be required to demonstrate expertise and skills in undertaking printing work of a similar nature and capacity, with specific reference to the printing of examinations by providing evidence of similar services provided to examination bodies similar to KASNEB within the last 5 years.

#### **(b) Individual team members' portfolio of experience**

- (i) The designated team leader/contact person should have a minimum of an undergraduate degree or its equivalent in a relevant area and at least five (5) years' experience in undertaking similar work with a demonstrable level of acceptance of the results.
- (ii) Printing staff should have a minimum of three (3) years' experience in undertaking similar work. The Tenderers shall be required to provide any additional main features of the expected METHODOLOGY of carrying out the contract, including indicating the appropriate material, personnel and equipment in puts.

## **CONTRACT OVERVIEW**

### **Overall objective**

The examinations of KASNEB have mainly been paper-based. Although KASNEB has commenced a gradual shift towards computer-based examinations, the paper-based examinations are expected to be used at least over the next five years.

Conventionally, paper-based examinations require printing for purposes of administration. Given the confidential nature of examinations, and particularly national examinations as applicable to KASNEB, this printing service requires to be undertaken in a highly secure environment. This is critical in order to maintain the integrity of examinations.

It is noteworthy that since its establishment in 1969, KASNEB has been able to safeguard the integrity of its examinations. This has been achieved through the support, cooperation and trustworthiness of all persons and institutions engaged in the examinations process, including printers who, in addition to ensuring a secure printing environment, have provided timely and quality printing services.

The overall objective of this contract is therefore to provide printing services for KASNEB examinations in an environment that maintains the integrity of the examinations. In addition, the successful service provider is expected to ensure quality printing services delivered in a timely and efficient manner.

### **Scope of Services**

The scope of services shall include, but not limited to the following:

- (a) Preparation of plates to be used in the printing of examinations. The plates may be manually prepared from positives provided by KASNEB, computer-generated through the computer to plates (CTP) technology, or through any other technology provided it is secure, reliable, efficient and affordable.
- (b) Printing the examinations in accordance with the approved proofs and other specifications. The service provider shall only use KASNEB's positives, computer programs, drawings, writings, photographs (and negatives) or other similar works or documents, along with all supporting data and material produced under the contract for the purpose of printing the examinations.
- (c) Undertaking other related activities which are part of the printing process, including but not limited to:
  - (i) Guillotine
  - (ii) Shredding
  - (iii) Folding
  - (iv) Packing

### **Key requirements**

The successful provider of the examinations printing services is expected to meet the following key requirements:

- (a) Be ready to provide KASNEB with exclusive use of the printing area during the printing process, with the exception of staff engaged by the service provider to operate the printing machines and provide packing services. For purposes of emphasis, the printer shall ensure that, during the printing of KASNEB examinations, NO other work or activity is undertaken within the printing area and its immediate environs other than the printing of KASNEB examinations.
- (b) Ensure that its staff engaged in handling KASNEB examinations at pre-printing, actual printing and post printing processes including data capture and plate making, actual printing including folding and packing of examinations and related processes are persons of good conduct and integrity.

- (c) Nominate an authorised representative to be the prime point of contact with KASNEB on all matters relating to the printing of examinations. Such person shall, among other responsibilities, ensure adequate and timely preparations are made for the printing process, ensure proper and adequate supervision of the printer's staff engaged during the printing process.
- (d) Ensure that the machinery and other equipment used in the printing process are adequate to simultaneously handle the printing runs for different sizes and quantities of examinations, in good working condition and are regularly serviced. As noted above, further ensure that during the printing process, the machinery is exclusively used for the printing of KASNEB examinations and related processes.
- (e) The machinery and equipment in place should be able to accommodate the pre-printing, printing and post-printing activities including plate making, actual printing, folding, guillotining/cutting, shredding, counting papers for packing in set batches, and other related processes.
- (f) Ensure that the working environment within its premises meets the required safety regulations and is secure.
- (g) Ensure sufficient stock of printing paper of the right colour, grammage and other specifications as shall be provided by KASNEB for the printing of examinations. Unless otherwise agreed, hold a minimum stock level of required printing paper sufficient for the printing of examinations at least for one subsequent sitting.
- (h) Exercise reasonable care on the data provided and other documents held in possession on behalf of KASNEB.
- (i) Demonstrate flexibility in terms of ability to reschedule activities to accommodate KASNEB's request for printing service, which may, in some occasions, be on short notice.
- (j) There should be CCTV surveillance of the printing area, its surroundings and premises.
- (k) There should be controlled entry and exit with searches undertaken as appropriate.
- (l) There should be adequate power back-up facilities.
- (m) The successful bidder will be expected to demonstrate the existence of a reliable supply system for critical supplies in particular paper of the desired quantity and type.

### **Special Conditions**

Tenderers are expected to note the following conditions and other information.

- (a) The examinations are expected to be printed in the following two main colours:
  - (i) White colour – For Accounting Technicians Diploma (ATD) examination and CAMS (paper-based option under the parallel runs). It should be noted that DDMA, DCNSA and DQM examinations will be fully computer-based.
  - (i) Blue colour – For professional and post-professional examinations. A sample of the blue paper can be availed upon request.
- (b) The paper grammage is 70 gms.
- (c) The printed examination question papers to have unique serial numbers and standard security features for ease of tracing source in case of early exposure or leakage.
- (d) The quantity printed per paper varies from as low as 100 copies to as high as 10,000 copies.

- (e) The final examination papers are strictly in A4 sizes. Multiple copies of the same paper may be mapped in a printing plate which must however be cut in individual A4 size papers at the end of the process.
- (f) The number of pages per examination paper varies between one (1) and sixteen (16) pages. In some rare occasions, the number of pages may exceed the above number.
- (g) Printing is usually undertaken about three (3) weeks to the examination dates. The planned examination printing dates for the Calendar Year ending 31 December 2025 are as follows:
  - (i) April 2026 sitting: Week beginning Monday, 30 March 2026.
  - (ii) August 2026 sitting: Week beginning Monday, 27 July 2026.
  - (iii) December 2026 sitting: Week beginning Monday, 9 November 2026.
- (h) A notice of three (3) days would usually be given by KASNEB prior to the printing exercise.
- (i) The number of printing days average three (3) per sitting. A typical printing day would run from 7.00 a.m. to 6.00 p.m.
- (j) The printing facilities should be located within Nairobi county for logistical convenience and security purposes.

### **Deliverables**

The key deliverables under the contract are:

- (a) Printed examinations as per the set quality standards.
- (b) Efficient delivery of the printing service within set durations to ensure timely preparations for the examinations.
- (c) Demonstration of the highest levels of integrity and confidentiality with regard to the printing of the examinations.

The Bidders shall be expected to provide a detailed **WORK PLAN** outlining the main features needed for carrying out the contract, from beginning to the end

**For detailed information, Please refer to the attached TERMS OF REFERENCE on Page 98**

**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 KASNEB 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 KASNEB 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

## SECTION V

### ACTIVITY SCHEDULE

#### Objectives

The objectives of the Activity Schedule are

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

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

#### Day work Schedule

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

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

**(The above is for information and application where appropriate/Applicable)**

**For detailed Information, please refer to the attached TERMS OF REFERENCE on Page 98**

## SECTION VI

### GENERAL CONDITIONS OF CONTRACT

#### 1.1 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 KASNEB 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 KASNEB
- (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 KASNEB 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 KASNEB under this Contract;
- (m) "Party" means KASNEB 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 KASNEB;
- (p) "Service Provider's Tender" means the completed Tendering Document submitted by the Service Provider to KASNEB
- (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 KASNEB
- (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 KASNEB 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 KASNEB 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 a 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 KASNEB 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 KASNEB 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 KASNEB 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 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) KASNEB may incur in implementing the value engineering proposal; and
- (c) A description of any effect(s) of the change on performance/functionality.

KASNEB 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 KASNEB; or
- (c) improves the quality, efficiency, safety or sustainability of the services; or
- (d) yields any other benefits to KASNEB, without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by KASNEB 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

### 2.5.3 Extension of Time

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

### 2.5.4 Payments

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

## **2.6 Termination**

### **2.6.1 By KASNEB**

KASNEB 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 KASNEB 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 KASNEB has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of Attachment 1 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 KASNEB, 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 KASNEB 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, KASNEB 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 KASNEB, and shall at all times support and safeguard KASNEB 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 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 KASNEB's business or operations without the prior written consent of KASNEB.

- 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 KASNEB, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at KASNEB request, shall provide evidence to KASNEB 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 KASNEB 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 KASNEB the reports and documents as stated in the attached Terms of Reference and/or as to be agreed between KASNEB and the winning bidders.

### 3.7 Documents Prepared by the Service Provider to Be the Property of KASNEB

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 KASNEB, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to KASNEB, 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 KASNEB 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**. KASNEB 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, KASNEB 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 KASNEB 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 KASNEB 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 KASNEB, 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

KASNEB requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. KASNEB 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 Reporting Obligations

The Service Provider shall submit to KASNEB the reports and documents as stated in the attached Terms of Reference and/or as to be agreed between KASNEB and the winning bidders.

### 4.2 Documents Prepared by the Service Provider to Be the Property of KASNEB

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 KASNEB, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to KASNEB, 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**.

### 4.3 Liquidated Damages

#### 4.3.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to KASNEB 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**. KASNEB may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

#### 4.3.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, KASNEB 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.

### 4.3.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in KASNEB'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**.

### 4.4 Performance Security

The Service Provider shall provide the Performance Security to KASNEB 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 KASNEB, 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.

### 4.5 Fraud and Corruption

KASNEB requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. KASNEB 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.

### 4.6 Sustainable Procurement

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

## 5 Service Provider's Personnel

### 5.1 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 as stated in the attached Terms of Reference and/or as to be agreed between KASNEB and the winning bidders. The Key Personnel and Subcontractors where applicable shall be approved by KASNEB.

### 5.2 Removal and/or Replacement of Personnel

- (a) Except as KASNEB 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 KASNEB 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 KASNEB's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to KASNEB.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 6 Obligations of KASNEB

### 6.1 Assistance and Exemptions

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

### 6.2 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.

## 6.3 Services and Facilities

KASNEB shall make available to the Service Provider the Services and Facilities listed under Appendix F.

## 7 Payments to the Service Provider

### 7.1 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 in the attached Terms of Reference and/or as to be agreed between KASNEB and the winning bidders. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub- Clauses 2.4 and 6.3.

### 7.2 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.

### 7.3 Payment for Additional Services, and Performance Incentive Compensation

7.3.1 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 shall be provided

7.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation asset out in the Performance Incentive Compensation framework when necessary and agreed upon.

7.3.3 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:  $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$ .

### 7.4 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 KASNEB specifying the amount due.

### 7.5 Interest on Delayed Payments

If KASNEB has delayed payments beyond sixty (60) days after the due date stated in the **SCC**, interest may be paid to the Service Provider for each day of delay at the rate stated in **the SCC**.

### 7.6 Price Adjustment

7.6.1 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 factor 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".

Imc is the index prevailing at the first day of the month of the corresponding invoice date and loc 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 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.

7.6.2 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.

## 7.7 Day works

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

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

## 8 Quality Control

### 8.1 Identifying Defects

The principle and modalities of Inspection of the Services by KASNEB shall be as **indicated in the SCC**. KASNEB 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. KASNEB may instruct the Service Provider to search for a Defect and to uncover and test any service that KASNEB considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

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

- (a) KASNEB 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 KASNEB notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in KASNEB notice, KASNEB 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.

## 9 Settlement of Disputes

### 9.1 Contractor's Claims

9.1.1 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.

9.1.2 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 KASNEB shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub- Clauses shall apply.

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

- 9.1.4 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 KASNEB'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.
- 9.1.5 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:
- 9.1.5.1 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.
- 9.1.6 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.
- 9.1.7 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.
- 9.1.8 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.
- 9.1.9 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].
- 9.1.10 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.

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

- 9.2.1 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.
  - (d) Any dispute arising in respect of war risks or war damage.
  - (e) 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 KASNEB and the Contractor agree otherwise in writing.

### **9.3 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.

### **9.4 Arbitration**

9.4.1 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.

9.4.2 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. 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.

9.4.3 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.

9.4.4 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.

### **9.5 Arbitration with proceedings**

9.5.1 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)

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

9.5.3 The arbitration may be 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 be entitled 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.

9.5.4 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.

9.5.5 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.

9.5.6 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.

9.5.7 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.

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

## 9.6 Failure to Comply with Arbitrator's Decision

9.6.1 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 KASNEB 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 KASNEB and the Service Provider. In case of disagreement between KASNEB 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 KASNEB 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.

**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 _____  |
| 1.1(v)              | Project Manager is _____  |
| 1.1(d)              | The contract name is _____.   |
| 1.1(g)              | KASNEB is _____   |
| 1.1(l)              | The Member in Charge is _____   |
| 1.1(o)              | The Service Provider is _____   |
| 1.4                 | The addresses are:<br>Procuring Entity:<br>Attention: _____<br>Telex: _____<br>Service Provider: _____<br>Attention: _____<br>Email address _____   |
| 1.6                 | The Authorized Representatives are:<br>For KASNEB: _____<br>For the Service Provider: _____   |
| 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 KASNEB 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: _____<br>_____  |
| 3.4                 | The risks and coverage by insurance shall be:<br>(I) Third Party motor vehicle _____<br>(ii) Third Party liability _____<br>(iii) Procuring Entity's liability and workers' compensation _<br>(iv) Professional liability _____<br>(v) Loss or damage to equipment and property _____ |
| 3.5(d)              | The other actions are _____.]   |
| 3.7                 | Restrictions on the use of documents prepared by the Service Provider are:  |
| 3.8.1               | The liquidated damages rate is _____per day<br>The maximum amount of liquidated damages for the whole contract is _____percent of the final Contract Price.   |

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract  |
|---------------------|---|
| 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:<br>_____  |
| 6.2(a)              | The amount in Kenya Shillings _____.  |
| 6.3.2               | The performance incentive paid to the Service Provider shall be: _____<br>_____   |
| 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 KASNEB, that the Services have been rendered satisfactorily, pursuant to the performance indicators:<br/>           _____(indicate milestone and/or percentage) _____<br/>           _____(indicate milestone and/or percentage) _____ and<br/>           _____(indicate milestone and/or percentage) _____</li> </ul> <p>Should the certification not be provided, or refused in writing by KASNEB 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.</p> <ul style="list-style-type: none"> <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 style="margin-left: 40px;">A<sub>L</sub> is _____</p> <p style="margin-left: 40px;">B<sub>L</sub> is _____</p> <p style="margin-left: 40px;">C<sub>L</sub> is _____</p> <p style="margin-left: 40px;">L<sub>mc</sub> and L<sub>oc</sub> are the index for Labor from _____</p> <p style="margin-left: 40px;">I<sub>mc</sub> and I<sub>oc</sub> are the index for _____ from _____</p> <p>(b) For foreign currency</p> <p style="margin-left: 40px;">A<sub>F</sub> is _____</p> <p style="margin-left: 40px;">B<sub>F</sub> is _____</p>   |

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract   |
|---------------------|--|
|                     | $C_F$ is _____<br>$L_{mc}$ and $L_{oc}$ are the index for Labor from _____<br>$I_{mc}$ and $I_{oc}$ are the index for _____ from _____ |
| 7.1                 | The principle and modalities of inspection of the Services by KASNEB are as follows: _____<br>The Defects Liability Period is _____.   |
| 9.1                 | The designated Appointing Authority for a new Adjudicator is _____   |
| 9.2                 | The Adjudicator is _____. Who will be paid a rate of _____ per hour of work? The following reimbursable expenses are recognized: _____ |

The details of the Special conditions to Contract shall be discussed and agreed upon between KASNEB and the winning bidder

**For detailed Information, please refer to the attached Terms of Reference on Page 98**

**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...., 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]*

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

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 Obligated (herein after called “KASNEB”)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 KASNEB dated \_\_\_\_\_ the day of \_\_\_\_\_, 20\_\_\_\_\_, forin \_\_\_\_\_ 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 KASNEB to be, in default under the Contract, KASNEB having performed KASNEB'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 KASNEB for completing the Contract in accordance with its terms and conditions, and upon determination by KASNEB 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 KASNEB 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 KASNEB named herein or the heirs, executors, administrators, successors, and assigns of KASNEB.

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        <sup>1</sup> 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   a t
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]*

**FORM NO. 4 BENEFICIAL OWNERSHIP DISCLOSURE FORM**

**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. 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 Tenderer by meeting one or more of the following conditions:*

- *Directly or indirectly holding 25% or more of the shares.*
- *Directly or in directly holding 25% or more of the voting rights.*
- *Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

Tender Reference No.: \_\_\_\_\_ [insert identification no]

Name of the Assignment: \_\_\_\_\_ [insert name of the assignment] to:  
 \_\_\_\_\_ [insert complete name of Procuring Entity]

In response to 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>Identity of Beneficial Owner</b>   | <b>Directly or indirectly holding 25% or more of the shares (Yes / No)</b> | <b>Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)</b> | <b>Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)</b> |
|---|--|--|---|
| <i>[include full name (last, middle, first), nationality, country of residence]</i> |  |  |   |

OR

ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.

OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]"

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]

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

**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 KASNEB]

**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.

**i). The successful Tenderer**

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

**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> |
|-------------------------|-----------------------|---|
| [insert name]           | [insert Tender price] | [insert evaluated price]                      |
| [insert name]           | [insert Tender price] | [insert evaluated price]                      |
| [insert name]           | [insert Tender price] | [insert evaluated price]                      |
| [insert name]           | [insert Tender price] | [insert evaluated price]                      |
| [insert name]           | [insert Tender price] | [insert evaluated price]                      |

**iii). How to request a debriefing?**

**DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).** You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

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

**Attention** ..... [insert full name of person, if applicable]  
**Title/position** ..... [insert title/position]  
**Agency** ..... [insert name of Procuring Entity]  
**Email address** ..... [insert email address]

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

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

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

**iv. How to make a complaint?**

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

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

**Attention** ..... [insert full name of person, if applicable]  
**Title/position** ..... [insert title/position]  
**Agency** ..... [insert name of Procuring Entity]  
**Email address** ..... [insert email address]

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

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required to support the complaint.

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 [complaints@ppra.go.ke](mailto:complaints@ppra.go.ke) or [info@ppra.go.ke](mailto:info@ppra.go.ke) or

**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 KASNEB:

**Signature:** \_\_\_\_\_ **Name:** \_\_\_\_\_ **Title/position:** \_\_\_\_\_

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

**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 KASNEB 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**

**LETTER OF AWARD**

*[Form head paper of KASNEB]*

..... *[date]*

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

This is to is to notify 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 dully signed Authorized Signature:

**Name and Title of Signatory:**

**Name of Agency:**

**Attachment: Contract**

**FORM OF CONTRACT [Form head paper of KASNEB] 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 KASNEB 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) KASNEB 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 KASNEB 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 KASNEB

- 2. The mutual rights and obligations of KASNEB 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) KASNEB shall make payments to the Service Provider in accordance with the provisions of the Contract.

INWITNESSWHERE 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]  
 \_\_\_\_\_ [Authorized Representative]

[**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]

**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 there of]* (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) have 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 agreements signed by the Applicant and the performance security issued to the 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.

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*[Signature(s)]*

**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 Obligated (hereinafter called "KASNEB") 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 KASNEB 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 for thin the Principal's Form of Tender ("the Tender Validity Period"), or any extension thereto provided by the Principal; or
- d) having been noticed of the acceptance of its Tender by KASNEB during the Tender Validity Period or any extension there to provide by the Principal; (l) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Tenderers ("ITT") of KASNEB tendering document.

then the Surety undertakes to immediately pay to KASNEB up to the above amount upon receipt of KASNEB first written demand, without KASNEB having to substantiate its demand, provided that in its demand KASNEB 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 irrespctive names this day of 20 .

Principal: Corporate Seal (where appropriate)

Surety:

(Printed name and title) (Printed name and title)

## **ATTACHED KASNEB TERMS OF REFERENCE**

**1. INTRODUCTION**

**1.1 Legal framework**

The Kenya Accountants and Secretaries National Examinations Board (KASNEB) was established as a state corporation under the National Treasury by the Government of Kenya on 24 July 1969. The establishment and operations of KASNEB are governed by the following main Acts:

- (a) The Accountants Act, No. 15 of 2008 (which repealed the Accountants Act, Cap 531 of 1977).
- (b) The Certified Public Secretaries of Kenya Act, Cap 534 of 1988.
- (c) The Investment and Financial Analysts Act, No. 13 of 2015.

**1.2 Mandate**

The mandate of KASNEB is the development of syllabuses, conduct of post-professional, professional, diploma, certificate and vocational examinations and certification of candidates in finance, accountancy, credit, governance and management, information technology and related disciplines, promotion of its qualifications nationally and internationally and the accreditation of relevant training institutions.

**1.3 Vision**

Global leader in examination and certification of business professionals.

**1.4 Mission**

Empowering professionals globally by offering quality examinations and undertaking research and innovation.

**1.5 Qualifications**

KASNEB currently offers two (2) post-professional qualifications, six (6) professional qualifications, four (4) diploma qualifications and one (1) qualification as detailed below.

**1.5.1 Post-professional qualification**

Certified Forensic Fraud Examiner (CFFE)  
Certified Public Finance Manager (CPFM)

**1.5.2 Professional qualifications**

- (i) Certified Public Accountants (CPA).
- (ii) Certified Secretaries (CS).
- (iii) Certified Investment and Financial Analysts (CIFA).
- (iv) Certified Credit Professionals (CCP).
- (v) Certified Information Systems Solutions Expert (CISSE)
- (vi) Certified Quality Professional (CQP)

### 1.5.3 Diploma qualifications

- (i) Accounting Technicians Diploma (ATD).
- (ii) Diploma in Computer Networks and Systems Administration (DCNSA)
- (iii) Diploma in Data Management and Analytics (DDMA)
- (iv) Diploma in Quality Management (DQM)

### 1.5.4 Certificate qualification

Certificate in Accounting and Management Skills (CAMS)

The above examinations are administered three times a year usually in April, August and December to KASNEB students based both in Kenya and outside Kenya.

## 2. **CONTRACT OVERVIEW**

### 2.1 Overall objective

The examinations of KASNEB have mainly been paper-based. Although KASNEB has commenced a gradual shift towards computer-based examinations, the paper-based examinations are expected to be used at least over the next five years.

Conventionally, paper-based examinations require printing for purposes of administration. Given the confidential nature of examinations, and particularly national examinations as applicable to KASNEB, this printing service requires to be undertaken in a highly secure environment. This is critical in order to maintain the integrity of examinations.

It is noteworthy that since its establishment in 1969, KASNEB has been able to safeguard the integrity of its examinations. This has been achieved through the support, cooperation and trustworthiness of all persons and institutions engaged in the examinations process, including printers who, in addition to ensuring a secure printing environment, have provided timely and quality printing services.

The overall objective of this contract is therefore to provide printing services for KASNEB examinations in an environment that maintains the integrity of the examinations. In addition, the successful service provider is expected to ensure quality printing services delivered in a timely and efficient manner.

### 2.2 Scope of Services

The scope of services shall include, but not limited to the following:

- (a) Preparation of plates to be used in the printing of examinations. The plates may be manually prepared from positives provided by KASNEB, computer-generated through the computer to plates (CTP) technology, or through any other technology provided it is secure, reliable, efficient and affordable.
- (b) Printing the examinations in accordance with the approved proofs and other specifications. The service provider shall only use KASNEB's positives, computer programs, drawings, writings, photographs (and negatives) or other similar works or documents, along with all supporting data and material produced under the contract for the purpose of printing the examinations.
- (c) Undertaking other related activities which are part of the printing process, including but not limited to:
  - (i) Guillotine
  - (ii) Shredding
  - (iii) Folding
  - (iv) Packing

## 2.3 Key requirements

The successful provider of the examinations printing services is expected to meet the following key requirements:

- (a) Be ready to provide KASNEB with exclusive use of the printing area during the printing process, with the exception of staff engaged by the service provider to operate the printing machines and provide packing services. For purposes of emphasis, the printer shall ensure that, during the printing of KASNEB examinations, NO other work or activity is undertaken within the printing area and its immediate environs other than the printing of KASNEB examinations.
- (b) Ensure that its staff engaged in handling KASNEB examinations at pre-printing, actual printing and post printing processes including data capture and plate making, actual printing including folding and packing of examinations and related processes are persons of good conduct and integrity.
- (c) Nominate an authorized representative to be the prime point of contact with KASNEB on all matters relating to the printing of examinations. Such person shall, among other responsibilities, ensure adequate and timely preparations are made for the printing process, ensure proper and adequate supervision of the printer's staff engaged during the printing process.
- (d) Ensure that the machinery and other equipment used in the printing process are adequate to simultaneously handle the printing runs for different sizes and quantities of examinations, in good working condition and are regularly serviced. As noted above, further ensure that during the printing process, the machinery is exclusively used for the printing of KASNEB examinations and related processes.
- (e) The machinery and equipment in place should be able to accommodate the pre-printing, printing and post-printing activities including plate making, actual printing, folding, guillotining/cutting, shredding, counting papers for packing in set batches, and other related processes.
- (f) Ensure that the working environment within its premises meets the required safety regulations and is secure.
- (g) Ensure sufficient stock of printing paper of the right colour, grammage and other specifications as shall be provided by KASNEB for the printing of examinations. Unless otherwise agreed, hold a minimum stock level of required printing paper sufficient for the printing of examinations at least for one subsequent sitting.
- (h) Exercise reasonable care on the data provided and other documents held in possession on behalf of KASNEB.
- (i) Demonstrate flexibility in terms of ability to reschedule activities to accommodate KASNEB's request for printing service, which may, in some occasions, be on short notice.
- (j) There should be CCTV surveillance of the printing area, its surroundings and premises.
- (k) There should be controlled entry and exit with searches undertaken as appropriate.
- (l) There should be adequate power back-up facilities.
- (m) The successful bidder will be expected to demonstrate the existence of a reliable supply system for critical supplies in particular paper of the desired quantity and type.

### 2.3.1 Special Conditions

Bidders are expected to note the following conditions and other information.

- (i) The examinations are expected to be printed in the following two main colours:
  - (i) White colour – For Accounting Technicians Diploma (ATD) examination and CAMS (paper-based option under the parallel runs). It should be noted that DDMA, DCNSA and DQM examinations will be fully computer-based.
  - (ii) Blue colour – For professional and post-professional examinations.
- (ii) The paper grammage is 70 gms.
- (iii) The printed examination question papers to have unique serial numbers and standard security features for ease of tracing source in case of early exposure or leakage.

- (iv) The quantity printed per paper varies from as low as 100 copies to as high as 10,000 copies.
- (v) The final examination papers are strictly in A4 sizes. Multiple copies of the same paper may be mapped in a printing plate which must however be cut in individual A4 size papers at the end of the process.
- (vi) The number of pages per examination paper varies between one (1) and sixteen (16) pages. In some rare occasions, the number of pages may exceed the number.
- (vii) Printing is usually undertaken about three (3) weeks to the examination dates. The planned examination dates for the Calendar Year ending 31 December 2025 are as follows:  
 April 2026 sitting: Week beginning Monday, 30 March 2026.  
 August 2026 sitting: Week beginning Monday, 27 July 2026.  
 December 2026 sitting: Week beginning Monday, 9 November 2026.
- (viii) A notice of three (3) days would usually be given by KASNEB prior to the printing exercise.
- (ix) The number of printing days average three (3) per sitting. A typical printing day would run from 7.00 a.m. to 6.00 p.m.
- (x) The printing facilities should be located within Nairobi county for logistical convenience and security purposes.

## 2.4 Deliverables

The key deliverables under the contract are:

- (a) Printed examinations as per the set quality standards.
- (b) Efficient delivery of the printing service within set durations to ensure timely preparations for the examinations.
- (c) Demonstration of the highest levels of integrity and confidentiality with regard to the printing of the examinations.

## 2.5 Portfolio of expertise and qualifications

### (a) The firm

The service provider will be required to demonstrate expertise and skills in undertaking printing work of a similar nature and capacity, with specific reference to the printing of examinations by providing evidence of similar services provided to examination bodies similar to KASNEB within the last five (5) years.

### (b) Individual team members' portfolio of experience

- (i) The designated team leader/contact person should have a minimum of an undergraduate degree in a relevant area and at least five (5) years' experience in undertaking similar work with a demonstrable level of acceptance of the results.
- (ii) Printing staff should have a minimum of three (3) years' experience in undertaking similar work.

## 2.6 Duration of the service contract

The service contract is expected to run for three (3) years renewable for a similar period subject to satisfactory delivery of the service after an evaluation process. The first printing series will be for the April 2026 sitting.

## 2.7 Proposal evaluation and award

Proposal evaluation and award will be based on two criteria as follows:

- (a) Technical evaluation on the deliverables – 70%
- (b) Financial evaluation on the price quoted – 30%
- Total** **100%**

The consultant must score a minimum seventy per cent (70%) in the technical evaluation to qualify for financial evaluation.

## 2.8 Terms of payment

The terms of payment shall be spelt out in the contract.

Payments shall be paid within thirty (30) days or other mutually agreed period upon successful completion of printing for each examination sitting.

## 3. **EVALUATION**

### 3.1 **Preliminary evaluation criteria (mandatory)**

A preliminary evaluation will be carried out. Missing any of the following items shall be considered non-responsive and hence the bidder will not be considered for further evaluation. The bidder to submit the following documents, failure to which they shall not be considered for further evaluation.

| No. | Requirements  | Priority  |
|-----|---|-----------|
| 1.  | Copy of Certificate of Incorporation/Business Registration certificate  | Mandatory |
| 2.  | Copy of Valid Tax Compliance Certificate from Kenya Revenue Authority   | Mandatory |
| 3.  | Copy of the Registration Certificate of the Data Protection   | Mandatory |
| 4.  | <b>Duly filled, signed and stamped</b> Confidential Business Questionnaire  | Mandatory |
| 5.  | Original Tender security of Ksh. 50,000.00 in form of unconditional bank guarantee from a reputable bank or insurance guarantee in Kenya valid up to <b>150 days</b> from the date of opening of the tender.  | Mandatory |
| 6.  | <b>Duly filled, signed and stamped</b> Self Declaration forms:  | Mandatory |
|     | (a) Form SD 1 – that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015<br>(find attached form SD 1 on page 39 of 86 of the tender document)   | Mandatory |
|     | (b) Form SD 2 – that the person/tenderer will not engage in any corrupt or fraudulent practice).<br>(find attached form SD 2 on page 40 of 86 of the tender document)   | Mandatory |
|     | (c) Form SD 3 - Declaration and Commitment to the Code of Ethics.<br>(find attached form on page 41 of 86 of the tender document).  | Mandatory |
| 7.  | Valid CR12 from the Registrar of Companies  | Mandatory |
| 8.  | Copy of the certificate of Independent Tender (Proposal) Determination  | Mandatory |
| 9.  | Original and copy of the technical and financial proposals as specified in the tender document.   | Mandatory |
| 10. | Serialization of pages by the bidder for each bid document submitted with clear Table of Content  | Mandatory |
| 11. | Certificate of registration as a security printer by the Kenya Bankers Association or its equivalent, or experience in printing national examinations similar to those of KASNEB  | Mandatory |
| 12. | Submission of One Original & One Copy in the format required by the procuring entity and all the tender document (all volumes) to be TAPE BOUND (Use of Spiral binding, Spring or box files will not be accepted and will lead to automatic disqualification. | Mandatory |
| 13. | Provide proof that the firm is fully registered with the e-Government Procurement (e-GP) System.  | Mandatory |

### 3.2 Technical evaluation

During the technical evaluation, the proposal shall be subjected to a thorough evaluation to check if it meets the technical requirements as stated in the bid documents. The pass mark for this evaluation stage is seventy per cent (**70%**). Should the bidder fail to meet the pass mark of **70%**, the firm shall be disqualified from continuing to the next stage of financial evaluation. Each of the requirements in the bid shall be scored as weighted below:

| No.          | Item Description  | Marks       |
|--------------|---|-------------|
| <b>1</b>     | <b>Specific experience of the firm in the last five (5) years</b>   | <b>[20]</b> |
|              | <ul style="list-style-type: none"> <li>Have expertise and skills in undertaking examination printing services for at least one (1) examination body or institution similar in capacity to KASNEB in the last five (5) years, or demonstrated capacity to handle such an assignment.</li> <li>Experience of at least 5 years of offset printing of national examinations (Evidence of LPO, contracts, service level agreements)</li> </ul> | 20          |
|              | <ul style="list-style-type: none"> <li>No similar nature of assignment</li> </ul>   | 0           |
| <b>2</b>     | <b>Machinery and equipment</b>  | <b>[20]</b> |
| (c)          | Availability of machinery and equipment to undertake printing in a timely and efficient manner, including: <ul style="list-style-type: none"> <li>Plate making</li> <li>Printing</li> <li>Guillotining</li> <li>Folding</li> </ul> (Evidence availed)   | 15          |
| (d)          | Maintenance history of machinery and equipment (Evidence availed)   | 5           |
| <b>3</b>     | <b>Team Leader</b>  | <b>[15]</b> |
| (a)          | Principal contact person has at least five years of experience in printing  | 10          |
| (b)          | Between three- and four-years' experience   | 5           |
| (c)          | Less than three years.  | 0           |
| <b>4</b>     | <b>Printing team</b>  | <b>[20]</b> |
| (a)          | Printing team (machine operators and packers) has an average experience of at least three (3) years of experience in printing work  | 10          |
| (b)          | Two (2) years average experience  | 10          |
| (c)          | Less than two (2) years average experience  | 0           |
| <b>5</b>     | <b>Operations</b>   | <b>[25]</b> |
| (a)          | Certified safe working environment for printing-OSHA certificate  | 5           |
| (b)          | Possession of quality assurance certifications/accreditations-ISO/KBA   | 5           |
| (c)          | Possession of quality assurance certifications/accreditations   | 5           |
| (d)          | Audited accounts for the last three (3) financial years from (2022, 2023 and 2024).   | 10          |
| <b>TOTAL</b> |   | <b>100</b>  |

### 3.3 Due diligence

KASNEB will visit the bidder's reference sites to ascertain the authenticity of the sites and scope of past work before award of contract. In addition, KASNEB will visit the bidder's office to verify the location and organizational composition. If KASNEB finds the bidder to have given misleading information in the bid, this will lead to a disqualification of the Proposal.

### 3.4 Costing

- (a) The costs shall be stated in Kenya shillings (KSh.) and shall be broken down as per **attached** price schedule
- (b) Machine cost per hour (equivalent to hire of the printing area). Note that **NO OTHER** work shall be undertaken within the printing where KASNEB work will be undertaken and its immediate surroundings.

**Note:**

- (i) All prices shall be documented only in the financial bid document(s).
- (ii) Quoted costs shall be expected to be applicable for at least one (1) financial year.

### 3.5 Enquiries and clarifications

All enquiries and clarifications should be forwarded via email through the address [procuretwo@kasneb.or.ke](mailto:procuretwo@kasneb.or.ke).

**February 2026**