



**KENYA MEDICAL TRAINING COLLEGE**

**P.O. BOX 30195 – 00100 NAIROBI**

**KMTC IS AN ISO 9001:2015 Certified Intuition  
Certification Body: Kenya Bureau of Standards (KEBS)**

**TENDER DOCUMENT**

**PROPOSED SUPPLY, INSTALLATION,  
CONFIGURATION AND COMMISSIONING OF  
THE CUSTOMER RELATIONSHIP  
MANAGEMENT SYSTEM.**

**TENDER NO: KMTC/024/2023 - 2024**

**CLOSING DATE: 22<sup>ND</sup> MAY, 2024**

**AT 10:00AM**



**KENYA MEDICAL TRAINING COLLEGE**

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CONFIGURATION AND COMMISSIONING  
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# TABLE OF CONTENTS

<b>PREFACE</b> .....	iv
<b>APPENDIX TOTHE PREFACE</b> .....	v
<b>GUIDELINES FOR PREPARATION OF TENDER DOCUMENTS</b> .....	v
2. PART 1 - TENDERING PROCEDURES .....	v
3. PART 2 - PROCUREMENT ENTITY'S REQUIREMENTS .....	vi
4. PART 3 - CONDITIONS OF CONTRACT ANDCONTRACTFORMS .....	vi
<b>INVITATION TOTENDER</b> .....	viii
<b>PART 1: TENDERING PROCEDURES</b> .....	1
<b>SECTION I - INSTRUCTIONS TO TENDERERS</b> .....	1
<b>A. GENERALPROVISIONS</b> .....	1
1.0 Scope of tender .....	1
2.0 Fraud and corruption.....	1
3.0 Eligible tenderers .....	1
4.0 Eligible goods, equipment, and services.....	3
5.0 Tenderer's responsibilities .....	3
<b>B. CONTENTS OFTENDER DOCUMENTS</b> .....	4
6.0 Sections of Tender Document.....	4
7.0 Clarification of Tender Document, Site Visit, Pre-tender Meeting .....	4
8.0 Amendment of Tender Documents .....	5
10.0 Language of Tender .....	5
11.0 Documents Comprising the Tender.....	5
12.0 Form of Tender and Schedules .....	6
13.0 Alternative Tenders .....	6
14.0 Tender Prices and Discounts .....	6
15.0 Currencies of Tender and Payment .....	6
16.0 Documents Comprising the Technical details .....	7
17.0 Documents Establishing the Eligibility and Qualifications of the Tenderer.....	7
18.0 Period of Validity of Tenders .....	8
19.0 Tender Security .....	8
20.0 Format and Signing of Tender.....	9
<b>D. SUBMISSION AND OPENINGOFTENDERS</b> .....	11
21.0 Sealing and Marking of Tenders .....	11
22.0 Deadline for Submission of Tenders .....	11
23.0 Late Tenders .....	11
24.0 Withdrawal, Substitution, and Modification of Tenders.....	11
25.0 Tender Opening.....	12
<b>E. EVALUATION AND COMPARISONOFTENDERS</b> .....	12
26.0 Confidentiality .....	12
27.0 Clarification of Tenders.....	13
29.0 Determination of Responsiveness.....	13
30.0 Non-material Non-conformities.....	13
31.0 Arithmetical Errors .....	14
33.0 Margin of Preference and Reservations.....	14
34.0 Nominated Sub contractor's provider.....	14

35.0	Evaluation of Tenders .....	15
36.0	Comparison of tenders.....	15
37.0	Abnormally low tenders and abnormally high tenders .....	15
Abnormally Low Tenders.....		15
Abnormally high tenders .....		15
38.0	Unbalanced and/or front-loaded tenders.....	16
39.0	Qualifications of the tenderer.....	16
40.0	Lowest evaluated tender .....	16
41.0	Procuring entity's right to accept any tender, and to reject any oral tenders. ....	16
<b>F. AWARD OF CONTRACT .....</b>		<b>17</b>
42.0	Award criteria.....	17
43.0	Notice of intention to enter into a contract .....	17
44.0	Standstill Period.....	17
44.0	Standstill Period.....	17
45.0	Debriefing By the Procuring Entity .....	17
46.0	Letter of Award.....	17
47.0	Signing of Contract.....	17
48.0	Performance Security.....	17
49.0	Publication of Procurement Contract.....	18
50.0	Procurement related Complaint and Administrative Review .....	18
<b>SECTION II - TENDER DATASHEET(TDS).....</b>		<b>18</b>
<b>SECTION III - EVALUATION AND QUALIFICATION CRITERIA.....</b>		<b>22</b>
1.	General Provisions .....	22
2.	Preliminary examination for Determination of Responsiveness.....	22
3.	Tender Evaluation .....	22
4.	Multiple Contracts .....	22
5.	Alternative Tenders .....	23
6.	Margin of Preference .....	23
7.	Post qualification and Contract ward .....	23
8.	QUALIFICATION FORM .....	25
<b>SECTION IV –TENDERING FORMS .....</b>		<b>28</b>
1.	FOREIGN TENDERERS 40% RULE .....	28
2.	Form EQU: EQUIPMENT .....	29
3.	FORM PER - 1: .....	30
4.	FORM PER - 2: .....	31
5.	TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION .....	33
<b>OTHER FORMS .....</b>		<b>43</b>
1.	FORM OF TENDER .....	43
a)	TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE .....	46
b)	CERTIFICATE OF INDEPENDENT TENDER DETERMINATION .....	50
c)	SELF-DECLARATION FORM - SELF DECLARATION OF THE TENDERER .....	51
d)	APPENDIX 1 - FRAUD AND CORRUPTION.....	54
2.	FORM OF TENDER SECURITY – DEMAND BANK GUARANTEE.....	56
3.	FORM OF TENDER SECURITY (INSURANCE GUARANTEE) .....	57
4.	FORM OF TENDER-SECURING DECLARATION .....	58
5.	APPENDIX TO TENDER.....	59

<b>SECTION V – BILLS OF QUANTITIES .....</b>	<b>60</b>
1. PREAMBLES .....	63
2. Bill No. 1 – Preliminary Items .....	67
3. Bill No. 2: Work Items .....	38
4. Bill No. 3: Schedule of Daywork Rates - Labour .....	69
5. Bill No. 3: Schedule of Daywork Rates - Materials.....	70
6. Bill No. 3: Schedule of Daywork Rates - Contractor's Equipment.....	71
7. Bill No. 3: Daywork Summary .....	71
8. Bill No. 4: Provisional Sums.....	72
9. GRAND SUMMARY .....	72
<b>SECTION VI - SPECIFICATIONS.....</b>	<b>73</b>
<b>SECTION VII - DRAWINGS.....</b>	<b>73</b>
<b>SECTION VIII - GENERAL CONDITIONS OF CONTRACT (GCC) .....</b>	<b>74</b>
1. General Provisions.....	74
2. The Procuring Entity .....	80
3. The Engineer .....	81
4. The Contractor.....	83
5. Nominated Sub Contractors provider .....	91
6. Staff and Labor.....	92
7. Plant, Materials and Workmanship .....	95
8. Commencement, Delays and Suspension .....	97
9. Tests on Completion .....	100
10. Procuring Entity's Taking Over .....	100
11. Defects Liability .....	102
12. Measurement and Evaluation .....	104
13. Variations and Adjustments .....	105
14. Contract Price and Payment .....	109
15. Termination by Procuring Entity .....	115
16. Suspension and Termination by Contractor .....	117
17. Risk and Responsibility .....	119
18. Insurance.....	121
19. Force Majeure.....	124
20. Settlement of Claims and Disputes.....	126
<b>Section IX - Special Conditions of Contract.....</b>	<b>130</b>
<b>SECTION X – CONTRACT FORMS .....</b>	<b>132</b>
FORM No. 1 - NOTIFICATION OF INTENTION TO AWARD .....	133
FORM No. 2 –REQUEST FOR REVIEW .....	135
FORM No. 3 – LETTER OF AWARD .....	135
FORM No. 4 – CONTRACT AGREEMENT .....	136
FORM No. 5 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee].....	137
FORM No. 6- PERFORMANCE SECURITY [Option 2 – Performance Bond] .....	138
FORM No. 7 – ADVANCE PAYMENT SECURITY .....	140
FORM No. 8 – RETENTION MONEY SECURITY .....	141
FORM No. 9 – BENEFICIAL OWNERSHIP DISCLOSURE FORM.....	142

# **INVITATION TO TENDER**

**INVITATION DATE 8<sup>TH</sup> MAY, 2024**

**PROCURING ENTITY:** KENYA MEDICAL TRAINING COLLEGE (KMTC).

**CONTRACT NAME AND DESCRIPTION:** PROPOSED SUPPLY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF THE CUSTOMER RELATIONSHIP MANAGEMENT SYSTEM.

The **KENYA MEDICAL TRAINING COLLEGE** invites sealed tenders for the **PROPOSED SUPPLY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF THE CUSTOMER RELATIONSHIP MANAGEMENT SYSTEM.**

1. Tendering will be conducted under open competitive method **Open National** using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
2. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours **0800 to 1700 hours** at the address given below.
3. Tender documents with full specifications can be obtained from the KMTC Headquarters, 1<sup>st</sup> Floor – Procurement office, upon payment of non-refundable fee of **Ksh. 1,000 (One Thousand Shillings)** in bankers' cheque for this Tender. **Cash strictly not acceptable.**
4. Tender documents may be viewed and downloaded for free from the website **<https://tenders.go.ke>** or **[www.kmtc.ac.ke](http://www.kmtc.ac.ke)**. Tenderers who download the tender document must forward their particulars immediately to **procurement@kmtc.ac.ke, P.O. Box 30195 – 00100 NAIROBI** to facilitate any further clarification or addendum.
5. Tenders shall be quoted be in Kenya Shillings and shall include all taxes. Tenders shall remain valid for **120 days** from the date of opening of tenders.
6. All Tenders must be accompanied by a **Tender Security** of **Ksh. 380,000 (Three hundred and eighty thousand Shillings)**.
7. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
8. Completed tenders must be delivered to the address below on or before **22<sup>ND</sup> MAY, 2024 AT 10:00AM** Electronic Tenders **WILL NOT** be permitted.
9. Tenders will be opened immediately after the deadline date and time specified above or any dead line date and times specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
10. Late tenders will be **REJECTED**.
11. The addresses referred to above are:

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

**KENYA MEDICAL TRAINING COLLEGE**

**P.O. Box 30195- 00100 NAIROBI**

**NGONG ROAD, OLD MBAGATHI ROAD, OPPOSITE KENYATTA NATIONAL HOSPITAL**

**Name of officer to be contacted:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

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

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

KENYA MEDICAL TRAINING COLLEGE CAMPUS.

HEADQUARTERS ADMINISTRATION BLOCK ALONG NGONG ROAD, OLD MBAGATHI ROAD.

P.O. Box 30195 – 00100 NAIROBI.

Email: [procurement@kmtc.ac.ke](mailto:procurement@kmtc.ac.ke)

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

KENYA MEDICAL TRAINING COLLEGE.

HEADQUARTERS ADMINISTRATION BLOCK LOCATED ALONG NGONG ROAD, OLD MBAGATHI ROAD.

P.O. Box 30195 – 00100 NAIROBI.

Email: [procurement@kmtc.ac.ke](mailto:procurement@kmtc.ac.ke)

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**PART1: TENDERING PROCEDURES**

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## SECTION I - INSTRUCTIONS TO TENDERERS

### A GENERAL PROVISIONS

#### 10 Scope of tender

11 The Procuring Entity as defined in the Appendix to Conditions of Contract invites tenders for CRM System Contract as described in the tender documents. The name, identification, and number of lots (contracts) of this Tender Document are specified in the TDS.

12 Throughout this tendering document:

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

#### 20 Fraud and corruption

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

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

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

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

#### 30 Eligible tenderers

31 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.8, or an individual or any combination of such entities in the form of a joint venture (JV) under an existing agreement with the intent to enter into such an agreement supported by a letter 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 subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.

32 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

33 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;
  - b) Receives or has received any direct or indirect subsidy from another tenderer;
  - c) Has the same legal representative as another tenderer;
  - d) Has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process;
  - e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods or CRM System that are the subject of the tender;
  - f) Any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as a consultant for Contract implementation;
  - g) Would be providing goods, CRM System, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document;
  - h) Has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and:
    - i) 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; or
    - ii) May be involved in the implementation or supervision of such Contract unless the conflicts stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.
- 34** A tenderer shall not be involved in corrupt, coercive, obstructive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified
- 35** 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 in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. Members of a joint venture may not also make an individual tender, be a sub-contractor in a separate tender or be part of another joint venture for the purposes of the same Tender. A firm that is not a tenderer or a JV member may participate as a subcontractor in more than one tender.
- 36** A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-Service provider or sub-consultants for any part of the Contract including related Services.
- 37** A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPR [www.ppra.go.ke](http://www.ppra.go.ke).
- 38** A Tenderer that is a state-owned enterprise or a public institution in Kenya may be eligible to tender and be awarded Contract(s) only if it is determined by the Procuring Entity to meet the following conditions, i.e. if it is:
- i) A legal public entity of Government and/or public administration,
  - ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and;
  - (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis.
- 39** Firms and individuals shall be ineligible if their countries of origin are:
- (a) As a matter of law or official regulations, Kenya prohibits commercial relations with that country;
  - (b) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of CRM System or services from that country, or any payments to any country, person, or entity in that country.

A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

- 3.10** Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, local sub-contracts and labor) from citizen suppliers and Service provider. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided for this purpose in “*SECTION II - EVALUATION AND QUALIFICATION CRITERIA, Item 9*”.
- 3.11** Pursuant to the eligibility requirements of ITT 3.10, a tender is considered a foreign tenderer, If it is registered in Kenya and has less than 51 percent ownership by nationals of Kenya and if it does not subcontract to foreign firms or individuals more than 10 percent of the contract price, excluding provisional sums. JVs are considered as foreign tenderers if the individual member firms registered in Kenya have less 51 percent ownership by nationals of Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 3.12** The National Construction Authority Act of Kenya requires that all local and foreign Service provider be registered with the National Construction Authority and be issued with a Registration Certificate before they can undertake any construction CRM System in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before such award and signature of contract. Application for registration with National Construction Authority may be accessed from the website [www.nca.go.ke](http://www.nca.go.ke)
- 3.13** 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)
- 4.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.
- 40 Eligible goods, equipment, and services**
- 41** Goods, equipment and services to be supplied under the Contract may have their origin in any country that is not ineligible under ITT 3.9. At the Procuring Entity's request, Tenderers may be required to provide evidence of the origin of Goods, equipment and services.
- 42** Any goods, CRM System 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.
- 50 Tenderer's responsibilities**
- 51** The tenderer shall bear all costs associated with the preparation and submission of his/her tender, and the Procuring Entity will in no case be responsible or liable for those costs.
- 52** The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the CRM System and its surroundings and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the CRM System. The costs of visiting the Site shall bear the tenderer's own expense.
- 53** The Tenderer and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit. The Tenderer shall indemnify the Procuring Entity against liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the examination and inspection.

54 The tenderer shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including charts, as necessary or required.

**B. CONTENTS OF TENDER DOCUMENTS.**

**60 Sections of Tender Document.**

61 The tender document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITT 10.

**PART 1: Tendering Procedures**

Section I – Instructions to Tenderers

Section II – Tender Data Sheet (TDS)

Section III- Evaluation and Qualification

Criteria Section IV – Tendering Forms

**PART 2: CRM System'**

**Requirements** Section V - Bills

of Quantities Section VI -

Specifications Section VII -

Drawings

**PART 3: Conditions of Contract and Contract Forms**

**Section VIII - General Conditions (GCC)**

Section IX - Special Conditions of Contract

Section X- Contract Forms

62 The Invitation to Tender Notice issued by the Procuring Entity is not part of the Contract documents. Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the Tender document, responses to requests for clarification, the minutes of a pre-arranged site visit and those of the pre-Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

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

**70 Clarification of Tender Document, Site Visit, Pre-tender Meeting**

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

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

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

74 Minutes of a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the

questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.

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

**80 Amendment of Tender Documents.**

**81** At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tender Documents by issuing addenda.

**82** Any addendum issued shall be part of the Tender Documents and shall be communicated in writing to all who have obtained the Tender Documents from the Procuring Entity. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's website in accordance with ITT 7.5.

**83** To give Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity should extend the dead line for the submission of Tenders, pursuant to ITT 22.2.

**C. PREPARATION OF TENDERS.**

**9. Cost of Tendering.**

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

**10.0 Language of Tender.**

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

**11.0 Documents Comprising the Tender.**

**11.1** The Tender shall comprise the following:

- a) Form of Tender prepared in accordance with ITT 12;
- b) Schedules including priced Bill of Quantities, completed in accordance with ITT 12 and ITT 14;
- c) Tender Security or Tender-Securing Declaration, in accordance with ITT 19.1;
- d) Alternative Tender, if permissible, in accordance with ITT 13;
- e) **Authorization**: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 20.3;
- f) **Qualifications**: documentary evidence in accordance with ITT 17 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g) **Conformity**: a technical proposal in accordance with ITT 16;
- h) Any other document required in the **TDS**.

**11.2** In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter 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 JV Agreement. Change of membership and conditions of the JV prior to contract signature will render the tender liable for disqualification.

## **12.0 Form of Tender and Schedules.**

- 12.1 The Form of Tender and Schedules, including the Bill of Quantities, 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 20.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
- 12.2 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.

## **13. Alternative Tenders.**

- 13.1 Unless otherwise specified in the TDS, alternative Tenders shall not be considered.
- 13.2 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 alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.
- 13.3 Except as provided under ITT 13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tender Documents must first price the Procuring Entity's design as described in the Tender Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Winning Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.
- 13.4 When specified in the **TDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the CRM System, and such parts will be identified in the **TDS**, as will the method for their evaluating, and described in Section VII, CRM System' Requirements.

## **14.0 Tender Prices and Discounts.**

- 14.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Bill of Quantities shall conform to the requirements specified below.
- 14.2 The Tenderer shall fill in rates and prices for all items of the CRM System described in the Bill of Quantities. Items against which no rate or price is entered by the Tenderer shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Procuring Entity. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Tender, and provided that the Tender is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Tenderers will be added to the Tender price and the equivalent total cost of the Tender so determined will be used for price comparison.
- 14.3 The price to be quoted in the Form of Tender, in accordance with ITT 12.1, shall be the total price of the Tender, including any discounts offered.
- 14.4 The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 12.1.
- 14.5 It will be specified in the **TDS** if the rates and prices quoted by the Tenderer are or are not subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, except in cases where the contract is subject to fluctuations and adjustments, not fixed price. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Procuring Entity may require the Tenderer to justify its proposed indices and weightings.
- 14.6 Where tenders are being invited for individual lots (contracts) or for any combination of lots (packages), tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 14.4, provided the Tenders for all lots (contracts) are opened at the sometime.

**147** All duties, taxes, and other levies payable by the Contractor 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 rates and prices and the total Tender Price submitted by the Tenderer.

#### **150 Currencies of Tender and Payment.**

**151** The currency(ies) of the Tender and the currency(ies) of payments shall be the same.

**152** Tenderers shall quote entirely in Kenya Shillings. The unit rates and the prices shall be quoted by the Tenderer in the Bill of Quantities, entirely in Kenya shillings.

a) A Tenderer expecting to incur expenditures in other currencies for inputs to the CRM System supplied from outside Kenya (referred to as “the foreign currency requirements”) shall (if so allowed in the **TDS**) indicate in the Appendix to Tender the percentage(s) of the Tender Price (excluding Provisional Sums), needed by the Tenderer for the payment of such foreign currency requirements, limited to no more than two foreign currencies.

b) The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Tenderer in the Appendix to Tender and shall be based on the exchange rate provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening. Such exchange rate shall apply for all foreign payments under the Contract.

**153** Tenderers may be required by the Procuring Entity to justify, to the Procuring Entity's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data in the Appendix to Tender are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Tenderers.

#### **16.0 Documents Comprising the Technical Proposal.**

The Tenderer shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Tender Forms, insufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the work's requirements and the completion time.

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

**171** Tenderers shall complete the Form of Tender, included in Section IV, Tender Forms, to establish Tenderer's eligibility in accordance with ITT 4.

**172** In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tender Forms.

**173** If a margin of preference applies as specified in accordance with ITT 33.1, national tenderers, individually or in joint ventures, applying for eligibility for national preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITT 33.1.

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

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

**176** The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.4. 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.

- 177** All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 178** If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 179** If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- i) If the procurement process is still 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 depending on 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 person has committed any criminal offence.
- 17.10** If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences of ITT 17.8 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to a genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

## **18.0 Period of Validity of Tenders.**

- 18.1.** 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 (as prescribed by the Procuring Entity in accordance with ITT 22). A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 18.2** In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request the tenderer to extend the period of validity of their Tenders. The request and the response shall be made in writing. If a Tender Security is requested in accordance with ITT 19, it shall also be extended for thirty (30) days beyond the deadline of the extended validity 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.

## **19.0 Tender Security.**

- 191** 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**. A Tender-Securing Declaration shall use the form included in Section IV, Tender Forms.
- 192** If a Tender Security is specified pursuant to ITT 19.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:
- i) cash;
  - ii) a bank guarantee;
  - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority;
  - (iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya, from a reputable source, and an eligible country.
- 193** If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.
- 194** If a Tender Security or Tender-Securing Declaration is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Procuring Entity as non-responsive.
- 195** If a Tender Security is specified pursuant to ITT 19.1, 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 and any other documents required in the TDS. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

**196** 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, and any other documents required in the TDS.

**197** 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 on the Form of Tender, or any extension there to provided by the Tenderer; or
- b) if the successful Tenderer fails to:
  - i) sign the Contract in accordance with ITT47; or
  - ii) furnish a Performance Security and if required in the TDS, and any other documents required in the TDS.

**198** Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA to debar the Tenderer from participating in public procurement as provided in the law.

**199** The Tender Security or the Tender-Securing Declaration of a JV shall 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 the Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 4.1 and ITT 11.2.

**1910** A tenderer shall not issue a tender security to guarantee itself.

#### **200 Format and Signing of Tender.**

**201** The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS and clearly mark them "COPY." In the event of any discrepancy between the origin a land the copies, the original shall prevail.

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

**203** The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person 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.

**204** 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.

**205** 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.**

##### **210 Sealing and Marking of Tenders.**

**211** The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

- a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; 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 ITT 13, and if relevant:
  - i) in an envelope or package or container marked “ORIGINAL –ALTERNATIVE TENDER”, the alternative Tender; and
  - ii) in the envelope or package or container marked “COPIES- ALTERNATIVE TENDER”, all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

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

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

## **220 Deadline for Submission of Tenders.**

**221** Tenders must be received by the Procuring Entity at the address specified in the **TDS** and no later than the date and time also 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**.

**222** The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Documents in accordance with ITT 8, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **23.0 Late Tenders.**

The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of tenders, in accordance with ITT 22. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

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

**241** A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 20.3, (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 20 and ITT 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
- b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

**242** Tenders requested to be withdrawn in accordance with ITT 24.1 shall be returned unopened to the Tenderers.

**243** 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.

## **25. Tender Opening.**

**251** Except in the cases specified in ITT 23 and ITT 24.2, the Procuring Entity shall 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 who chooses to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 22.1, shall be as specified in the **TDS**.

**252** First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelopes with the corresponding Tender shall not be opened but returned to the Tenderer. 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.

**253** 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.

- 254 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.
- 255 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 Price, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.
- 256 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bill of Quantities (to be decided on by the tender opening committee) are to be initialed by the members of the tender opening committee attending the opening.
- 257 At the Tender Opening, the Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 23.1).
- 258 The Procuring Entity shall prepare minutes of the Tender Opening that shall include, as a minimum: -
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
  - b) the Tender Price, per lot (contract) if applicable, including any discounts;
  - c) any alternative Tenders;
  - d) the presence or absence of a Tender Security, if new as required;
  - e) number of pages of each tender document submitted.
- 259 The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the tender opening register shall be distributed to all Tenderers.

## **E. EVALUATION AND COMPARISON OF TENDERS.**

### **26. Confidentiality.**

- 261 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 Tender process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 43.
- 262 Any effort by a Tenderer to influence the Procuring Entity in the evaluation of the Tenders or Contract award decisions may result in the rejection of its tender.
- 263 Notwithstanding ITT 26.2, from the time of tender opening to the time of contract award, if a tenderer wishes to contact the Procuring Entity on any matter related to the tendering process, it shall do so in writing.

### **27.0 Clarification of Tenders.**

- 27.1 To assist in the examination, evaluation, and comparison of the tenders, and qualification of the tenderers, the Procuring Entity may, at its discretion, ask any tenderer for a clarification of its tender, given a reasonable time for a response. Any clarification submitted by a tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the tenders, in accordance with ITT 31.
- 27.2 If a tenderer does not provide clarifications of its tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

### **28.0 Deviations, Reservations, and Omissions.**

- 28.1 During the evaluation of tenders, the following definitions apply: -
- a) "*Deviation*" is a departure from the requirements specified in the tender document;

- b) “*Reservation*” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tender document; and
- c) “*Omission*” is the failure to submit part or all of the information or documentation required in the Tender document.

**290 Determination of Responsiveness.**

**291** The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the tender itself, as defined in ITT 11.

**292** A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:

- a) Affect in any substantial way the scope, quality, or performance of the CRM System specified in the Contract;
- b) limit in any substantial way, inconsistent with the tender document, the Procuring Entity's rights or the tenderer's obligations under the proposed contract;
- c) if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsive tenders.

**293** The Procuring Entity shall examine the technical aspects of the tender submitted in accordance with ITT 16, to confirm that all requirements of Section VII, CRM System' Requirements have been met without any material deviation, reservation or omission.

**294** If a tender is not substantially responsive to the requirements of the tender document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**300 Non-material non-conformities.**

**301** Provided that a tender is substantially responsive, the Procuring Entity may waive any non-conformities in the tender.

**302** Provided that a Tender is substantially responsive, the Procuring Entity may request that the tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities 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.

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

**31.0 Arithmetical Errors.**

**311** 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.

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

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

**313** Tenderers shall be notified of any error detected in their bid during the notification of award.

**32.0 Conversion to Single Currency.**

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

**330 Margin of Preference and Reservations.**

**331** A margin of preference may be allowed only when the contract is open to international competitive tendering where foreign Service provider are expected to participate in the tendering process and where the contract exceeds the value/threshold specified in the Regulations.

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

**333** Contracts procured on basis of international competitive tendering shall not be subject to reservations exclusive to specific groups as provided in ITT 33.4.

**334** Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and 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 or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

**340 Nominated Sub Contractor provider.**

**341** Unless otherwise stated in the **TDS**, the Procuring Entity does not intend to execute any specific elements of the CRM System by sub-contractor provider selected/nominated by the Procuring Entity. In case the Procuring Entity nominates a subcontractor, the subcontract agreement shall be signed by the Subcontractor and the Procuring Entity. The main contract shall specify the working arrangements between the main contractor and the nominated subcontractor.

**342** Tenderers may propose sub-contracting up to the percentage of total value of contracts or the volume of CRM System as specified in the **TDS**. Sub-contractor provider proposed by the Tenderer shall be fully qualified for their parts of the CRM System.

**343** Domestic subcontractor's qualifications shall not be used by the Tenderer to qualify for the CRM System unless their specialized parts of the CRM System were previously designated so by the Procuring Entity in the **TDS** a scan be met by sub-contractor provider referred to hereafter as 'Specialized Sub contractor provider', in which case, the qualifications of the Specialized Sub contractor provider proposed by the Tenderer may be added to the qualifications of the Tenderer.

**35. Evaluation of Tenders.**

**35.1** The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Procuring Entity shall determine the Lowest Evaluated Tender in accordance with ITT 40.

**35.2** To evaluate a Tender, the Procuring Entity shall consider the following:

- a) price adjustment in accordance with ITT 31.1 (iii); excluding provisional sums and contingencies, if any, but including Daywork items, where priced competitively;
- b) price adjustment due to discounts offered in accordance with ITT 14.4;
- c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 32;
- d) price adjustment due to quantifiable non-material non-conformities in accordance with ITT 30.3; and
- e) 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** Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers base done 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.

### **36.0 Comparison of tenders.**

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

### **37.0 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 or that genuine competition between Tenderers is compromised.
- 37.2** In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.
- 37.3** After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

#### **Abnormally high tenders.**

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

### **38.0 Unbalanced and/ or front-loaded tenders.**

- 38.1** If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or frontloaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of CRM System, proposed methodology, schedule and any other requirements of the Tender document.
- 38.2** After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:
- a) accept the Tender;
  - b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding a 30% of the Contract Price;
  - c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for

- undelivered CRM System;
- d) reject the Tender,

**390 Qualifications of the tenderer.**

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

**392** The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 17. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, sub contractor provider (other than Specialized Sub-Service provider if permitted in the Tender document), or any other firm(s) different from the Tenderer.

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

**400 Lowest evaluated tender.**

Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

- a) Most responsive to the Tender document; and
- b) the lowest evaluated price.

**41.0 Procuring entity's right to accept any tender, and to reject any or all tenders.**

The Procuring Entity reserves the right to accept or reject any Tender and to annul the Tender 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.**

**42.0 Award criteria**

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

**430 Notice of Intention to Enter into a Contract/Notification of Award.**

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

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

**440 Stand still Period.**

**441** 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.

**442** Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each

Tenderer the Notification of Intention to Enter into a Contract with the successful Tenderer.

#### **450 Debriefing by The Procuring Entity.**

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

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

#### **46.0 Letter of Award.**

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

#### **47.0 Signing of Contract.**

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

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

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

#### **48.0 Performance Security.**

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

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

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

#### **49.0 Publication of Procurement Contract.**

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

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

#### **50.0 Procurement related Complaints and Administrative Review.**

50.1 The procedures for making Procurement-related Complaints 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 shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
<b>A. General</b>	
ITT 1.1	The name of the contract is <b><u>PROPOSED SUPPLY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF THE CUSTOMER RELATIONSHIP MANAGEMENT SYSTEM.</u></b>  Tender No. <b>KMTC/024/2023 – 2024.</b>
ITT 2.4	The Information made available on competing firms is as follows: <b>NONE</b>
ITT 2.4	The firms that provided consulting services for the contract being tendered for are: <b>N/A</b>
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: <b>THREE</b>
<b>B. Contents of Tender Document</b>	
ITT 7.1	(i) The Tenderer will submit any request for clarifications in writing at the Address <a href="mailto:procurement@kmtc.ac.ke">procurement@kmtc.ac.ke</a> to reach the Procuring Entity <b>not later than 3 days before the date of submission of the tenders.</b>  (ii) <b>The Procuring Entity shall publish its response at the website <a href="http://www.tenders.go.ke">www.tenders.go.ke</a></b>
ITT 7.2	(A) A pre-arranged pretender site visit <b>SHALL</b> take place at the following date, time and place: Date: Time: Place:  (B) Pre-Tender meeting <b>SHALL NOT</b> take place
ITT 7.3	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than <b>not later than 3 days before the deadline for submission of bids.</b>
ITT 7.5	The Procuring Entity’s website where Minutes of the pre-Tender meeting and the pre-arranged pretender will be published is <u>      N/A      </u>
ITT 9.1	For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity’s address is:  <b>KENYA MEDICAL TRAINING COLLEGE HEADQUARTERS ADMINISTRATION BLOCK P.O. Box 30195 - 00100, NAIROBI procurement@kmtc.ac.ke</b>
<b>C. Preparation of Tenders</b>	
ITT 11.1 (h)	The Tenderer shall submit the following additional documents in its Tender: <b>AS PER EVALUATION CRITERIA</b>
ITT 13.1	Alternative Tenders <b>SHALL NOT</b> be considered.
ITT 13.2	Alternative times for completion <b>SHALL NOT</b> be permitted.
ITT 13.4	Alternative technical solutions shall be permitted for the following parts of the CRM System: <b>N/A</b>
ITT 14.5	The prices quoted by the Tenderer shall be: <u>      <b>FIXED</b>      </u>
ITT 15.2 (a)	Foreign currency requirements <b>not allowed.</b>
ITT 18.1	The Tender validity period shall be <b>120 DAYS</b>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 18.3	<p>(a) The Number of days beyond the expiry of the initial tender validity period will be <b>NONE</b>.</p> <p>(b) The Tender price shall be adjusted by the following percentages of the tender price:</p> <p>(i) By <b>0%</b> of the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension,</p> <p>and</p> <p>(ii) By <b>0%</b> the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.</p>
ITT 19.1	<p>Tenderer shall provide a <b>Tender Security</b>. The type of Tender security shall be in the amount of <b>Ksh. 380,000 (Three hundred and eighty thousand Shillings)</b>.</p>
ITT 20.1	<p>In addition to the original of the Tender, the number of copies is: <b>ONE copy</b></p>
ITT 20.3	<p>The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <b>SWORN AFFIDAVIT BY COMMISSION OF OATHS ON THE OFFICER TO BE SIGNING DOCUMENTS ON BEHALF OF THE BIDDER.</b></p>
<b>D. Submission and Opening of Tenders</b>	
ITT 22.1	<p>(A) For <u>Tender submission purposes</u> only, the Procuring Entity's address is:</p> <p><b>KENYA MEDICAL TRAINING COLLEGE. HEADQUARTERS ADMINISTRATION BLOCK. P.O. Box 30195 - 00100, NAIROBI, KENYA. procurement@kmtc.ac.ke</b></p> <p>(4) Date and time for submission of Tenders <b>22<sup>ND</sup> May, 2024 at 10:00AM</b></p> <p>(5) Tenders shall <b>not submit</b> tenders electronically.</p>
ITT 25.1	<p>The Tender opening shall take place at the time and the address for Opening of Tenders provided below:</p> <p><b>KENYA MEDICAL TRAINING COLLEGE. HEADQUARTERS ADMINISTRATION BLOCK. P.O. Box 30195 - 00100, NAIROBI. procurement@kmtc.ac.ke</b></p>
<b>E. Evaluation, and Comparison of Tenders</b>	
ITT 30.3	<p>The adjustment shall be based on the <b>AVERAGE</b> price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
<b>TT 32.1</b>	<p>The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: <b><u>KENYA SHILLINGS</u></b></p> <p>The source of exchange rate shall be: <b>The Central bank of Kenya</b> (mean rate)</p> <p>The date for the exchange rate shall be: <b>the deadline date for Submission of the Tenders.</b></p> <p><i>For comparison of Tenders, the Tender Price, corrected pursuant to ITT 31, shall first be broken down into the respective amounts payable in various currencies by using the selling exchange rates specified by the Tenderer in accordance with ITT 15.1.</i></p> <p><i>In the second step, the Procuring Entity will convert the amounts in various currencies in which the Tender Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and, on the date, stipulated above.</i></p>
<b>ITT 33.2</b>	A margin of preference <b>SHALL NOT</b> apply.
<b>ITT 33.4</b>	The invitation to tender is extended to the following group that qualify for Reservations <u>   N/A   </u>
<b>ITT 34.1</b>	At this time, the Procuring Entity <b>DOES NOT INTEND</b> to execute certain specific parts of the CRM System by sub-contractor provider selected in advance.
<b>ITT 34.2</b>	Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is: <u>   NIL   </u> % of the total contract amount. Tenderers planning to subcontract more than 10% of total volume of work shall specify, in the Form of Tender, the activity (ies) or parts of the CRM System to be subcontracted along with complete details of the sub-contractor provider and their qualification and experience.
<b>ITT 34.3</b>	<p>The parts of the CRM System for which the Procuring Entity permits Tenderers to propose Specialized Sub contractor provider are designated as follows Not Applicable.</p> <p>For the above-designated parts of the CRM System that may require Specialized Sub Contractor provider, the relevant qualifications of the proposed Specialized Sub contractor provider will be added to the qualifications of the Tenderer for the purpose of evaluation.(Not Applicable).</p>
<b>ITT 35.2 (e)</b>	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.
<b>ITT 48.1</b>	Other documents required in addition to the Performance Security are <b>INSURANCE CERTIFICATES</b>
<b>ITT 50.1</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> or email <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a>.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>Title/position: SUPPLY CHAIN MANANGER.</p> <p>Procuring Entity: KENYA MEDICAL TRAINING COLLEGE.</p> <p>Email address: <a href="mailto:procurement@kmtc.ac.ke">procurement@kmtc.ac.ke</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following (among others):</p> <p>(i) the terms of the Tender Documents; and</p> <p>(ii) the Procuring Entity's decision to award the contract.</p>

## **SECTION III - EVALUATION AND QUALIFICATION CRITERIA.**

### **10 GENERAL PROVISIONS.**

**11** This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity shall use **the Standard Tender Evaluation Document for Goods and CRM System** for evaluating Tenders.

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

- a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
- (c) Exchange rates shall be taken from the publicly available source identified in the ITT 14.3. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

### **13 EVALUATION AND CONTRACT AWARD CRITERIA.**

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

## **2.0 PRELIMINARY EXAMINATION FOR DETERMINATION OF**

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

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

## **STAGE 1: PRELIMINARY EVALUATION CRITERIA - MANDATORY REQUIREMENTS.**

The mandatory requirements **MUST** contain the following:

<b>Item</b>	<b>Mandatory Requirements</b>	<b>YES/NO</b>
1.	Certified copy of Registration Certificate/Certificate of Incorporation.	
2.	Certified Copy of Valid Tax Compliance Certificate.	
3.	Confidential Business Questionnaire dully filled, signed & stamped.	
4.	Original & Copy of Bid documents must be duly serialized sequentially from page one up to the last including attachments/appendices and the document should be bound.	
5.	Certified copy of CR12 and copies of directors Identification Cards	
6.	Certified copy of valid Business Permit.	
7.	Original Tender Security /bid bond of Ksh.380,000 (Three Hundred and Eighty Thousand shillings).	
8.	Provide dully signed and stamped form of Tender.	
9.	Duly filled, signed and Stamped form that the tenderer shall not engage in any corrupt or Fraudulent Practice.	
10.	Provide Power of Attorney giving the name of the persons who should be signing the bid, authorizing him to submit/execute the agreement as in binding document.	
11.	A brief description of the Bidder's organization.	
12.	Valid Communication Authority of Kenya (CAK) certificate	

Note: A Company shall fulfil all the above conditions in order to proceed to the next stage of evaluation. Failure to meet any of the conditions shall lead to disqualification.

## **STAGE II -Technical Evaluation**

The score for the specific requirements will be distributed as follows:

<b>S/No</b>	<b>Technical Parameter</b>	<b>Proration of Scores</b>	<b>Max score</b>
<b>1</b>	<b>Experience of the Firm</b>		
<b>a)</b>	At least Provide evidence of capabilities and list of at least five (5) Customer Relationship Module assignments successfully carried out by the firm in Kenya within the last ten (10) years in either public or private sector. (Attach evidence).	Five (5) valid copies of Local Purchase Order (LPO) /Local Service Orders (LSO)/Contracts of client's (Each LPO/LSO/Contracts: (2 Marks each)	<b>10</b>
<b>b)</b>	Letters of reference from at least three (3) clients indicating successful Implementation of Customer Relationship Management (CRM) system with details of the nature of assignment, history of support or after sale service, contract amount and period undertaken, contact persons and	Three (3) copies of reference letters (Each letter; 2 marks up to a max of 6 marks)	<b>6</b>

S/No	Technical Parameter	Proration of Scores	Max score
	their day-time contacts. <i>Attach copies of reference letters (on client's letter head).</i>		
c)	Prove of installation, development and implementation of a Dashboard interactive system (maximum of 3 references)	Each reference letter (2 mark)	<b>6</b>
	<b>SUBTOTAL</b>		<b>22</b>
<b>2</b>	<b>Project staffing</b>		
a)	<b>Project Manager /lead consultant Qualifications</b>	<ul style="list-style-type: none"> <li>i) Master's degree in Information Technology / Project Management Certification (5 marks)</li> <li>ii) Bachelor's degree in Information Technology / Project Management Certification (3 marks)</li> <li>iii) Diploma (2marks)</li> <li>iv) No Certificate (0 marks)</li> </ul>	<b>5</b>
	<b>Project Manager Experience</b> <i>Attach CVs and relevant Job Profiles</i>	<ul style="list-style-type: none"> <li>• Five (5) or more years' experience in similar assignments: (Each year; 1 mark up to a max. of 5 marks)</li> </ul>	<b>5</b>
b)	<b>Academic /professional Qualification of three (3) Technical Expert s</b> to be involved in the software and system development <i>Attach Certificates</i>	<ul style="list-style-type: none"> <li>i) Bachelor's degree in computer science /Information Technology or equivalent and relevant certification in Software/system development (2marks for each)</li> <li>ii) Diploma/ Relevant Certification in Software/system development or equivalent (1 marks)</li> <li>iii) No Certificate (0 marks)</li> </ul>	<b>6</b>
	<b>Experience of three (3) Technical Expert s</b> to be involved in the software and system <i>Attach CVs</i>	<ul style="list-style-type: none"> <li>i) Ten (10) or more years' experience in similar projects (2 marks per person)</li> <li>ii) Five (5) or more years' experience in similar projects (1 marks per person)</li> <li>iii) No experience ((0Marks)</li> </ul>	<b>6</b>
	<b>SUBTOTAL</b>		<b>22</b>
<b>3</b>	<b>Technical Specifications</b>		
a)	Attach the Manufacturer's authorization.	Manufacturer's Authorization Letter from the OEM	<b>5</b>
b)	<b>system security:</b>	<ul style="list-style-type: none"> <li>i) Bidders must provide security features of the system declaring non-vulnerability (3 marks)</li> <li>ii) Indicate the features of the system and mitigation to any intrusion (3 marks)</li> <li>iii) Two factor authentication for mobile devices and web interface (3 marks)</li> <li>iv) Evidence of adherence to security standards e.g. ISMS, ISO (3 marks)</li> </ul>	<b>12</b>

S/No	Technical Parameter	Proration of Scores	Max score
c)	<b>Methodology: provide detailed implementation methodology indicating the following as a minimum:</b>	<ul style="list-style-type: none"> <li>i) Proposed Project Plan (2 marks)</li> <li>ii) Project Organization (2 marks)</li> <li>iii) Test plan (2marks)</li> <li>iv) Training plan (2 marks)</li> </ul>	<b>8</b>
d)	<b>Provide valid accreditation from information and communication technology authority of Kenya (ICTA)</b>	<ul style="list-style-type: none"> <li>i) security level 2 and above (3 marks)</li> <li>ii) System and applications level 4 and above (3 marks)</li> <li>iii) Electronic records Management Standards level 4 and above (3 marks)</li> </ul>	<b>9</b>
<b>SUBTOTAL</b>			<b>34</b>
<b>4</b>	<b>Project Management</b>		
a)	The tenderer must provide a preliminary project plan describing, among other things, the methods, human and material resources that the Bidder proposes to employ in the design, management, coordination, and execution of all its responsibilities if awarded the contract, as well as the estimated duration and completion date for each major activity from the date of the signing the contract. <i>Attach Preliminary Project Plan</i>	<ul style="list-style-type: none"> <li>i) Project plan to commission in 90 days or less (<b>5 marks</b>)</li> <li>ii) Project plan to commission in over 90 days to a maximum of 120 days (<b>3 marks</b>)</li> </ul>	<b>5</b>
b)	<b>FINANCIAL CAPABILITY</b> Provide audited Financial Statements for the last (3) three years	<ul style="list-style-type: none"> <li>• Year 2020,2021,2022 or 2023 (for each year 2 marks)</li> </ul>	<b>6</b>
	Provide proof of financial capability; letter of credit from a reputable financial institution or a bank statement for the last three months.	<ul style="list-style-type: none"> <li>i) Amount/value more than kshs. 20million (6 marks)</li> <li>ii) Amount below kshs.10million but above 5m (3marks)</li> <li>iii) Amount below kshs.5 million (2Marks)</li> </ul>	<b>6</b>
c)	Attach Service Level Agreement that provide for requirements for the user support, technical teams, escalation matrix and maintenance schedules for a duration of ONE (1) year.	<ul style="list-style-type: none"> <li>i) Provide Draft SLA with all three (3) requirements (<b>5 Marks</b>)</li> <li>ii) Provide Draft SLA with less than 3 requirements (<b>3 Marks</b>)</li> </ul>	<b>5</b>
<b>SUBTOTAL</b>			<b>22</b>
<b>GRAND TOTAL</b>			<b>100</b>

NB: Only firms with scores above 70 per cent shall be invited to submit Technical and Financial evaluation.

### STAGE 3. FINANCIAL EVALUATION.

Upon completion of the technical evaluation a detailed financial evaluation shall follow. The financial evaluation shall proceed in the manner described in the Public Procurement and Asset Disposal Act (2015).

The evaluation shall be in three stages

- a) Determination of the Corrected Tender Sums;
- b) Comparison of Rates for major components of CRM System; and
- c) Consistency of the Rates

## FINANCIAL PROPOSAL.

“Tender Document for Customer Relationship Management Platform”

### Financial Summary to be presented as below:

Item Description	Quantity	Unit of Measure	Unit Cost	Total Cost
Supply, Delivery, Installation, Testing, Configuration and commissioning of Servers to host the system as per the specifications attached.	2	No.		
Supply, Delivery, Installation, Testing, Configuration, commissioning and development cost as per the detailed technical specifications and requirements attached	1	One-Off		
CRM License Fee if applicable	Annually	Annually		
Training fees per pax	1	20 pax		
Service Level Agreement after development and commissioning	Annually	Annually		
<b>TOTAL COST( KSHS)</b>				

Provide your financial bid in the format above.

- I. Assuming that the Contract can be satisfactorily concluded the bidders shall be expected to commence the assignment immediately after the final agreement is reached.
- II. The College reserves the right to accept or to reject any bid, and to annul the bidding process and reject all bids at any time prior to the award of the contract, without thereby incurring any liability to any Bidder or any obligation to inform the Bidder of the grounds for its action.

### STAGE 4. RECOMMENDATION FOR AWARD.

Award Criteria:

The firm achieving the lowest evaluated price will be awarded the contract in line with Section 86 of the Public Procurement and Disposal Act, 2015



**QUALIFICATION FORM\***

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
1	Nationality	Nationality in accordance with ITT 3.6	Forms ELI – 1.1 and 1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by Kenya Revenue Authority in accordance with ITT 3.14.	Attachment	
3	Conflict of Interest	No conflicts of interest in accordance with ITT 3.3	Form of Tender	
4	PPRA Eligibility	Not having been declared ineligible by the PPRA as described in ITT 3.7	Form of Tender	
5	State- owned Enterprise	Meets conditions of ITT 3.8	Forms ELI – 1.1 and 1.2, with attachments	
6	Goods, equipment and services to be supplied under the contract	To have their origin in any country that is not determined ineligible under ITT 4.1	Forms ELI – 1.1 and 1.2, with attachments	
7	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1 <sup>st</sup> January [.....].	Form CON-2	
8	Suspension Based on Execution of Tender/Proposal Securing Declaration by the Procuring Entity	Not under suspension based on-execution of a Tender/Proposal Securing Declaration pursuant to ITT 19.9	Form of Tender	
9	Pending Litigation	Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer.	Form CON – 2	
10	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since 1 <sup>st</sup> January [insert year].	Form CON – 2	
11	Financial Capabilities	<p>(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 requirements estimated as Kenya Shillings [insert amount] equivalent for the subject contract(s) net of the Tenderer's other commitments.</p> <p>(ii) The Tenderers shall also demonstrate, to the satisfaction of the Procuring Entity, that it has adequate sources of finance to meet the cash flow requirements on CRM System currently in progress and for future contract commitments.</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the</p>	Form FIN – 3.1, with attachments	

	2	3	4	5
n	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
		Procuring Entity, for the last <i>[insert number of years]</i> years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability.		
12	Average Annual Construction Turnover	Minimum average annual construction turnover of Kenya Shillings <i>[insert amount]</i> , equivalent calculated as total certified payments received for contracts in progress and/or completed within the last <i>[insert of year]</i> years, divided by <i>[insert number of years]</i> years	Form FIN – 3.2	
13	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last <i>[insert number of years]</i> years, starting 1 <sup>st</sup> January <i>[insert year]</i> .	Form EXP – 4.1	
14	Specific Construction & Contract Management Experience	<p>A minimum number of <i>[state the number]</i> similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between 1st January <i>[insert year]</i> and tender submission deadline i.e. .... (number) contracts, each of minimum value Kenya shillings..... equivalent.</p> <p><i>[In case the CRM System are to be tender as individual contracts under multiple contract procedure, the minimum number of contracts required for purposes of evaluating qualification shall be selected from the options mentioned in ITT 35.4]</i></p> <p>The similarity of the contracts shall be based on the following: <i>[Based on Section VII, Scope of CRM System, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may be met by specialized sub contractor provider, if permitted in accordance with ITT 34.3]</i></p>	Form EXP 4.2(a)	

**SECTION IV - TENDERING FORMS.**

**QUALIFICATION FORMS.**

**1. FOREIGN TENDERERS 40%RULE.**

Pursuant to ITT 3.9, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

ITEM	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
<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				
	TOTAL COST LOCAL CONTENT		XXXXX	
	PERCENTAGE OF CONTRACT PRICE			

**2. FORMEQU: EQUIPMENT.**

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

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

Omit the following information for equipment owned by the Tenderer.

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

### 3. FORM PER -1

#### Contractor's Representative and Key Personnel Schedule

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

#### Contractor' Representative and Key Personnel

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

**4. FORM PER - 2:**

Resume and Declaration - Contractor'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.

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

**Declaration.**

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

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

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

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

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

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

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

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

Countersignature of authorized representative of the Tenderer:

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

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

## 5. TENDERERS QUALIFICATION WITHOUT PREQUALIFICATION.

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.

### 51 FORM ELI -1.1

#### Tenderer Information

##### Form

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

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

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing: <ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law<ol style="list-style-type: none"><li>1. Establishing that the Tenderer is not under the supervision of the Procuring Entity</li><li>2. Included are the organizational chart and a list of Board of Directors</li></ol></li></ul>



**52 FORM ELI -1.2**

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

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

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

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <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 3.6. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 3.5.  2. Included are the organizational chart and a list of Board of Directors.

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

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

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

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

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

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

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<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 dispute	Amount in dispute (currency)	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> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Include details relating to potential bid-rigging practices such as previous occasions where tenders were withdrawn, joint bids with competitors, subcontracting work to unsuccessful tenderers, etc.

## 5.4 FORM FIN – 3.1:

### Financial Situation and Performance

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

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

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

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

#### 5.4.1. 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

### 5.4.2 Sources of Finance

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

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

### 5.4.3 Financial documents

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

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

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

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

**5.5 FORM FIN – 3.2:**

**Average Annual Construction Turnover**

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

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

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

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

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

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

**5.6 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 contract or contracts as specified in Section III, Evaluation and Qualification Criteria

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

**5.7 FORM FIN – 3.4:**

**Current Contract Commitments / CRM System in Progress**

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

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

**5.8 FORM EXP - 4.1**

**General Construction Experience.**

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

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

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

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

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

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



**5.9 FORM EXP - 4.2(a)**

**Specific Construction and Contract Management Experience**

Tenderer's Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 JV Member's Name \_\_\_\_\_  
 ITT No. and title: \_\_\_\_\_

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	<b>Kenya Shilling</b>			
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address:				
Telephone/fax number				
E-mail:				

**5.9 FORM EXP - 4.2(a)**

**Specific Construction and Contract Management Experience**

Tenderer's Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 JV Member's Name \_\_\_\_\_  
 ITT No. and title: \_\_\_\_\_

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	<b>Kenya Shilling</b>			
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address:				
Telephone/fax number				
E-mail:				

**5.9 FORM EXP - 4.2 (a) (cont.)**

**Specific Construction and Contract Management Experience (cont.)**

<b>Similar Contract No.</b>	<b>Information</b>
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required CRM System items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

**5.10 FORM EXP - 4.2(b)**

**Construction Experience in Key Activities**

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

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

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

Sub-contractor's Name<sup>2</sup> (as per ITT 34): \_\_\_\_\_

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

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

1. Key Activity No One: \_

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

<sup>2</sup> If applicable

	<b>Information</b>
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	

- 2. Activity No. Two
- 3. ....

**OTHER FORMS.**

**6. FORM OF TENDER**

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

**INSTRUCTIONS TO TENDERERS.**

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

**Date of this Tender submission: 22<sup>nd</sup> May 2024 AT 10:00AM.**

**Tender Name and Identification:** PROPOSED SUPPLY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF THE CUSTOMER RELATIONSHIP MANAGEMENT SYSTEM

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

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

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

.....

**Request for Tender No.:** [insert identification] .....

**Name and description of Tender** [Insert as per ITT] .....

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

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

**Dear Sirs,**

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named CRM System, we, the undersigned offer to construct and complete the CRM System and remedy any defects therein for the sum<sup>3</sup> of Kenya Shillings [[Amount in figures] \_\_\_\_\_ Kenya Shillings [amount in words] \_\_\_\_\_]

The above amount includes foreign currency<sup>4</sup> amount (s) of [state figure or a percentage and currency] [figures] \_\_\_\_\_ [words] \_\_\_\_\_

2. We undertake, if our tender is accepted, to commence the CRM System as soon as is reasonably possible after the receipt of the Architect notice to commence, and to complete the whole of the CRM System comprised in the Contract within the time stated in the Special Conditions of Contract.

3. We agree to adhere by this tender until \_\_\_\_\_ [Insert date], and it shall remain binding upon \_\_\_\_\_

<sup>3</sup> This sum should be carried forward from the Summary of the Bills of Quantities.

<sup>4</sup> The percentage quoted above should not include provisional sums, and not more than two foreign currencies are allowed.

us and may be accepted at any time before that date.

4. We understand that you are not bound to accept the lowest or any tender you may receive.
5. We, the under signed, further declare that:
  - i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;
  - ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;
  - iii) Tender - Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;
  - iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following CRM System: *[insert a brief description of the CRM System]*;
  - v) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*
  - vi) 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  
Option2, 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]*;
  - vii) Discounts: The discounts offered and the methodology for their application are:
  - viii) The discounts offered are: *[Specify in detail each discount offered.]*
  - ix) 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]*;
  - x) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
  - xi) Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
  - xii) One Tender Per Tender: We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a sub-contractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;
  - xiii) Suspension and Debarment: We, along with any of our sub Service provider, suppliers, Engineer, 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 Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
  - xiv) 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 ITT3.8]*;
  - xv) Commissions, gratuities, fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: *[insert complete name of each Recipient]*

its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].

Name of Recipient	Address	Reason	Amount

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

- xvi) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- xvii) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- xviii) **Fraud and Corruption:** We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and
- xix) **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.
- xx) 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.
- xxi) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- xxii) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:
  - a) Tenderer's Eligibility; Confidential Business Questionnaire - to establish we are not in any conflict to interest.
  - (b) Certificate of Independent Tender Determination - to declare that we completed the tender without colluding with other tenderers.
  - (a) Self-Declaration of the Tenderer - to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
  - (d) 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]

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

Notes

\* 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 to be attached with the Tender.

(a) **TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE**

**Instruction to Tenderer**

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

**(a) Tenderer's details**

S/NO.	ITEM	DESCRIPTION
1.	Name of the Procuring Entity	
2.	Reference Number of the Tender	
3.	Date and Time of Tender Opening	
4.	Name of the Tenderer	
5.	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6.	Current Trade License Registration Number and Expiring date	
7.	Name, country and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of Registering Body/Agency	
8.	Description of Nature of Business	
9.	Maximum value of business which the Tenderer handles.	
10.	State if Tenders Company is listed in stock exchange, give name and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of state which stock exchange	



**General and Specific Details.**

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

Name in full \_\_\_\_\_ Age \_\_\_\_\_  
 Nationality \_\_\_\_\_ Country of Origin \_\_\_\_\_  
 Citizenship \_\_\_\_\_

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

S/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.

S/No.	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

S/No.	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

(i) **Conflict of interest disclosure**

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

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

### 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)*

**b) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION.**

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

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

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

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Signature \_\_\_\_\_

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

(c) **SELF- DECLARATION FORMS**

**FORM SD1**

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

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

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

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder Official Stamp

**FORM SD2**

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

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

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

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder's Official Stamp

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

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

I do here by 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.....

**(d) APPENDIX 1 - FRAUD AND CORRUPTION.**

*(Appendix 1 shall not be modified)*

**1. Purpose**

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

**2. Requirements**

2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Service provider and Suppliers; any Sub-Service provider, 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 1.1 above.

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 as set disposal proceeding;
- 2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
  - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
  - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
  - a) Shall not take part in the procurement proceedings;
  - b) shall not, after a procurement contract has been entered in to, take part in any decision relating to the procurement or contract; and
  - c) shall not be a subcontractor or for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

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

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
- i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii) “fraudulent practice” is any act or omission, including is representation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii) “collusive practice “is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; “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;
  - iv) “obstructive practice” is:
    - 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
    - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) 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 processor the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-Service provider, 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 recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
  - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring(i) Tenderers (applicants/proposers), Consultants, Service provider, and Suppliers, and their Sub-Service provider, 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.
-



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

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

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

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

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

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

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

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
  - a) Has withdrawn its Tender during the period of Tender validity set forth in the Principal’s Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
  - b) Having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

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

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

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

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

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

**FORM OF TENDER - SECURING DECLARATION.**

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

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

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

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

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

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

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

Dated on ..... day of ....., ..... *[Insert date of signing]* Seal or stamp

## Appendix to Tender.

### Schedule of Currency requirements.

Summary of currencies of the Tender for \_\_\_\_\_ *[insert name of Section of the CRM System]*

<i>Name of currency</i>	<i>Amounts payable</i>
Local currency: _____	
Foreign currency #1: _____	
Foreign currency #2: _____	
Foreign currency #3: _____	
Provisional sums expressed in local currency _____	<i>[To be entered by the Procuring Entity]</i>

**“Tender Name – Supply, installation, configuration  
and commissioning of the Customer Relationship  
Management System”**

**BUSINESS REQUIREMENTS AND TERMS OF REFERENCE**

**A. INTRODUCTION.**

The Kenya Medical Training College (KMTC) is a State Corporation established under the KMTC Act, Cap 261, of the laws of Kenya, under the Ministry of Health. Founded in 1927, KMTC is the oldest and largest Medical Training and Research Institution in Kenya and within the East Africa region. The College has 74 Campuses (and 13 satellites) strategically located in various parts of the country.

In line with its digital innovation and transformation strategy, KMTC seeks suitable technical and financial tender for the implementation of a new Customer Relationship Management (CRM) Platform which consolidates and integrates feedback collected from various channels and touch points.

Below include, but are not limited to, the various channels through which we currently collect feedback separately;

- Social Media - Social pages, WhatsApp and Web chat management
- CRM – Post call report, post case feedback, Emails and CRM case management
- Channels – Internet/ online platforms, Campus transactions, outbound calls
- Call surveys - Inbound calls, outbound calls
- Interaction with Alumni

To accomplish this project, the service provider will be required to implement a comprehensive Customer Relationship Management system that will manage customer and prospect data, track customer interactions, manage client relationships which it is anticipated, will ultimately translate into a better customer experience for all our clients.

Further, the Customer Relationship Management System is expected to support the provision of analytics on customer equity modelling, customer segmentation, and inform customer loyalty/retention strategies, while identifying opportunities for increased product/service uptake. The CRM system is therefore anticipated to have a significant impact on customer acquisition, customer satisfaction, employee satisfaction as well as reduced financial risk over the long term.

**(1) Vendor Requirements**

By accepting the Terms of Reference (TOR), the vendor confirms that their company meets the following conditions:

- a. Possesses:
  - i. Deep knowledge on how a CRM System. Knowledge should extend to a good understanding of principles of business development, marketing, business analysis and systems;
  - ii. Rich experience in implementation of CRM systems while providing evidence of government entities they have worked with, preferably within the education Sector field;

- iii. Capacity and capability to implement and customize the CRM to KMTC's satisfaction as guided by the specifications.
- b. Be fully committed to undertake this engagement in accordance with the scope of work defined and any guiding instructions by provided by the College.
- c. Adhere to and demonstrate a high level of professionalism in implementing the project.
- d. Transfer skills and knowledge to the relevant College staff for a smooth CRM adoption to increase users' efficiency.
- e. Conduct User Acceptance Tests (UATs) and have users' sign-offs to evidence satisfaction and ultimate close-out of the project.

## **II) Scope of Work.**

The scope of work will include the installation and operationalization of a critical infrastructure for the CRM for KMTC including:

- a. Supply and installation of the requisite CRM software and hardware;
- b. Facilitation of seamless plug-in and compatibility to read and/or write relevant (KMTC) information and/or data that is already being used by the College;
- c. Compatibility with most web browsers e.g., Firefox, Safari, Chrome etc.
- d. Develop a concurrent Mobile app and mobile phone version of the CRM site, with a USSD enabled platform;
- e. Install the system as an on-premises CRM with capacity to inter-link from off-site locations
- f. Customer support and system upgrade capability as part of the post-implementation support for the College.

## **III) Deliverables.**

A Customer Relationship Management system and an accompanying Dashboard that will provide the College with the tools it needs to provide exceptional customer service, improve operational efficiency, identify customer insight, increase customer equity, and boost productivity.

## **IV) Outcome and Performance Standards.**

The vendor is expected to produce a complete project workflow, checklist, with milestone markers and delivery dates upon commencing the project. The vendor is expected to schedule and host weekly progress meetings to update the College on the progress of the project for the duration of the project.

## **V) Maintenance and Support.**

Following the successful completion of the project, the vendor is expected to provide the relevant support information regarding technical specifications, workings and other vendor support services:

- a. Materials/documents/manuals describing the system's installation, operation, functionality, upgrades, system failure reporting and resolution of any malfunctioning;
- b. Detailed information on various tiers of support to be accorded not limited to onsite, offsite and telecom support
- c. The Standard warranty and maintenance for the installed system.
- d. One-year maintenance and support of the established infrastructure (primary and secondary). The one-year maintenance shall start after issuance of duly signed UAT.

## **VI)Project Documentation.**

Half-way and upon conclusion of this project, the vendor is expected to provide written documentation of progress and conclusion of the project, diagramming the CRM system in terms of among others, the scope, approaches employed, features, configuration and setup information of the system, including the challenges faced and how they were resolved.

The documentation should be in soft and printed copy.

## **VII)Training.**

As part of the CRM's implementation, the vendor shall:

- a. Provide in-house training within KMTC offices for the following members on the CRM's functionality: -

S/no	Division	No of trainees
1	Corporate Communication	8
2	ICT	10
3	Desk officers	2
	Total	20

- b. Avail a technical support person as when required / called upon.

## **B. DETAILED TECHNICAL SPECIFICATIONS.**

The Minimum Technical Specifications are described in detail below:

### **i. Functional requirements.**

Part of gauging the customer satisfaction and service delivery efforts would be fast response with prospective and current customers. To support this the CRM should provide provision for chat support capabilities, that could be infused with AI. This shall allow KMTC users to offer live / real time assistance from within a website, app, or self-service support portal.

The system shall have the feature of managing inbound and outbound calls. In a world where digital communication is at our fingertips, having VoIP (Voice Over Internet Protocol) technology as part of the CRM would make everything more efficient. With the capacity to record the calls to provide insight into customer service quality and common support issues

Social media and social selling being a huge part of digital marketing today, integrating the system with popular social media management platforms would support the College's need to spread brand awareness in as many channels as possible.

### **ii) Contact Management.**

Contact management shall be a core component of the CRM which will allow the Colleges to collect, store and act on data from prospects, leads and customers. The CRM shall enable the users to manage appointments with prospects, leads, colleagues, vendors, and other contacts. The contact management module should include the ability to import data in bulk, such as from a previous spreadsheet. Once each contact has a profile within the system, users can use that to track past interactions, attach relevant files, and view information about the contact such as

potential value or likelihood to convert.

**iii) Lead Management.**

The critical roles of the CRM should be to generate leads and to properly manage them. The CRM should come with embeddable web forms that capture leads and store the data directly in the system. They simplify lead distribution by assigning leads with pre-defined criteria to route them to the appropriate user.

**iv) Client interaction tracking.**

Once leads become clients, it will be important that users are able to manage all the touchpoints between them and the business. The CRM should provide tools for handling and keeping track of the interactions with clients. These tools are meant to support our customer satisfaction and service delivery efforts.

**v) Dashboard module.**

The CRM shall have a separate Dashboard module with the capacity to present all the Department's activities on Course uptake, product development, customer satisfaction, service delivery initiatives and their 'current' progress status.

This will be a critical module of the CRM system which will encompass the following expected outcomes:

- a. Design key performance indicators to track all Courses statistic of uptake, performance, and trend analytics.
- b. Map out key data, business questions and points of interactions.
- c. Align dashboard to the existing product structure.
- d. Real time data monitoring and interaction.

**vi) Student Admissions.**

The CRM should enable the users manage 'Student Admissions opportunities' (on boarding applicants to the College) from the first contact to 'enrollment and throughout the journey with the College, assigning each lead to the most qualified user to nurture them and ensuring every lead gets attention

**vii) Case/Knowledge base management.**

Custom knowledge management is important as it allows the standardizing of processes, reduces human error & improves efficiency. These features can support the creation of a knowledge base, as well as provide a central repository for storing documents like templates, manuals, and presentations. Knowledge management is helpful for sharing best practices among team members and can be used to improve performance of new hires.

**viii) Security.**

Maintaining security in the system is very necessary, the system should be able to create and maintain a running log of all administrative and user actions. Protecting records is an absolute necessity, the CRM therefore should be capable of providing tools for creating routine data backups and point-in-time snapshots to protect against data loss. It is inevitable that the CRM has different & customizable user roles, it is therefore important to ensure that right people have the access they need within the platform, for instance junior users not having administrator level access.

**ix) Marketing & campaign management.**

The most essential feature of the CRM should be marketing automation. Marketing automation will allow the College to be more efficient in selling the capital markets products, especially at



scale. It will offer capabilities like batch email marketing and event-based marketing, where the department can create a sequence of messages that each automatically trigger when a contact takes a specific action. This will be very key in saving time.

Marketing tools will also include customer targeting features that offer a 360-degree view of prospects and leads that will, allow the users to segment them into a range of customizable categories.

**x) Workflow automation & employee management.**

The CRM should improve the users' efficiency and productivity. This could include workflow automation features, such as sending reminders of scheduled calls or notifications when a new lead enters the system.

The CRM should have tools that will allow users to create to-do lists, access a shared calendar, connect with customers on social media and integrate with third-party productivity tools. On the employee side, the CRM should have features for tracking performance and storing employee records.

**xi) Mobile support.**

The CRM should include mobile capabilities, often through an app through which users can download to their smartphones, tablets, and other devices. This would offer communication options such as SMS messaging and calls. The system should be able to sync with the mobile app so users can access the CRM data from anywhere so long as they are connected to the internet. Such accessibility greatly enhances productivity and will be important to the users who travel frequently for stakeholder engagements.

**xii) Business intelligence & reports.**

The system should provide Business Intelligence (BI) features that can accurately monitor and measure customer service factors. The CRM needs to easily give insight into customer satisfaction for better customer retention. BI also allows users to monitor new customer acquisitions to gain great client references in the future. The ability to create and customize reports according to users' needs is necessary for getting the most out of BI features.

**C : EVALUATION CRITERIA.**

The procuring entity will award the successful bidder whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated bidder, provided that the tender is determined to be qualified to perform the contract satisfactorily. There are three stages of evaluation as shown below:

**stage I- mandatory requirements,**

**stage II -technical evaluation.**

**stage III -financial evaluation.**

**Objectives**

Below are the business requirements descriptions for the feedback channel system to be adopted.

**BUSINESS REQUIREMENTS.**

Requirement	Requirements Description
<p><b>1. Customer Feedback Tool Requirement</b></p>	<p><u>Requirements.</u>            Provide detailed information about service multiplicity of communication channels including unified desktop, mobile desktop, case management and telephony control.            The bidder to provide details how the solution captures, maintains, categorizes, modifies and provides information about customers            The bidder will provide information about multiple service communication channels, track interactions, issue resolution, history retention/retrieval, untether agents to work remotely, support web surveys/campaigns and full management functionality of the interaction life cycle</p> <ul style="list-style-type: none"> <li>• The feedback collection tool should allow for integration of the below channels and addition of any other that may be introduced in the course of the contract.</li> <li>✓ SMS/chat</li> <li>✓ Email</li> <li>✓ Telephone</li> <li>✓ QR Code</li> <li>✓ Short Codes/USSD</li> <li>✓ WhatsApp</li> <li>✓ Weblinks</li> <li>✓ Social media</li> <li>• The tool should allow for manual uploading of data should there be any mismatch in formatting of data from different systems.</li> <li>• For the manual uploads, a pre-existing template should be in place to ensure that the outcome will be valid while minimizing errors as well.</li> <li>• The tool should be able to consolidate cross-survey participation. e.g., if a customer already received an NPS survey on email today, they should not receive a call survey tomorrow.</li> <li>• The tool should have listening text analytics to be able to spoof feedback</li> </ul>

about a particular product or service across different results.

- The tool should have translation capabilities to allow sending surveys and translation to other languages. This will help to cater for all markets where KMTC is represented across the campuses.
- To avoid deletion/erroneous changes of surveys by one user, we should have a maker-checker function on the tool.
- The tool should allow for integration of any other survey channel that are already in use, for the feedback already collected to be incorporated.

#### Profiles

- The Customer facing teams should be allowed to edit parameters such as KPIs, addition of channel or process for review, etc. while stakeholders should be granted viewing rights.

#### Formatting

- The channel should have an option to set targets for each CX Value metric and conditionally format the views in color (Green- on/above targets / Red - below targets)
- The platform should also display the average scores for each CX Value metrics on the process or channel and department views.
- The platform should allow for uniform survey question templates as this will help to standardize the survey language across applicable channels.

<p><b>2. Channels requirements for surveys to go out</b></p>	<p>There are different channels that we would like to have explored through which we can invite customers to undertake surveys. Below are the channels to explore.</p> <ul style="list-style-type: none"> <li>• SMS/chat</li> <li>• Email</li> <li>• Telephony</li> <li>• QR Code</li> <li>• Short Codes/USSD</li> <li>• WhatsApp</li> <li>• Weblinks</li> <li>• Social media</li> </ul> <p><u>SMS</u></p> <ul style="list-style-type: none"> <li>• SMS alerts should be enabled to go out to all targeted customer audience without limitations. These should be interactive and bear the name of the organization. These should not be charged on the respondent. There should not be a delay between one received notification and the next.</li> </ul> <p><u>Email</u></p> <ul style="list-style-type: none"> <li>• Emails should be enabled and automatically triggered to be sent to customers, after obtaining a new product, and guide to a link where the respondent can provide feedback. This should be enabled in a way that the email received is from the organization. Reports from this should show emails that were delivered, awaiting delivery and those that bounced back.</li> </ul> <p><u>Telephony</u></p> <p>Cloud based telephony – brings up the customer data when call received, records the voice &amp; details of the call. This should be linked to the ticketing system. Should be used for 2 way communication - both inbound &amp; outbound calls. Preferably cloud based, accessible from laptop / smart phones. And if required should connect with a physical desk phone as well.</p> <p><u>QR Code</u></p> <ul style="list-style-type: none"> <li>• This is to enable respondents scan a QR code from any of our Campuses to provide feedback. We also would wish that there are unique codes for each branch for ease of analyzing data collected.</li> </ul> <p><u>Short Codes</u></p> <ul style="list-style-type: none"> <li>• This should allow integration of the current/future codes that the College is in possession. This should also allow other short codes that may be introduced in the course of the contract. After integration, respondents will be able to send queries through these short codes</li> </ul>
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	<p>for the various surveys being carried out.</p> <p><u>WhatsApp</u></p> <ul style="list-style-type: none"><li>• The requirement is to be able to find out the experience of the respondent as soon as the chat is closed and to get real time feedback via WhatsApp. This should be in the form of an actual engagement on WhatsApp as opposed to a link being shared.</li></ul>
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Weblinks

- A respondent should be allowed to access a survey link that redirects them to the survey while on the website to allow them to give feedback. This can also be made accessible on the motor online & self-service portals for customers to provide feedback while online without having to wait for a text message.

Closed Loop Feedback management

For all these channels, the feedback should be collected on the same platform, and analysis done. We should be able to view the number of responses that came through and verbatim as well as the general/ overall scores.

Further, the channel is required to help us close the loop on issues raised by channeling feedback to the correct responsible owners for corrective action without any delays. It should be able to filter e.g., touchpoint centric NPS detractors and passives and send verbatim feedback to the respective branches or departmental customer service teams in real time.

Upon escalation, it should allow for tracking to find out status of issue being followed up.

Below are the proposed steps for closing the loop;

- **Collect** - customer feedback capture
- **Analyze** - customer feedback analysis & report generation
- **Act** - prioritize action queue
- **Trigger alert** - for Detractor response received on CRM depending on the survey as per below example.

<b>Feedback source</b>	<b>Escalation</b>
Contact Centre feedback Departmental feedback	Functions Customer service & departmental team leaders
Campus / channel feedback	Departmental & Branch Leaders

- Assign case to the respective teams outlined above
- Track, prioritize and escalate to the departmental customer service & line management teams for follow up if case not closed.
- Send communication to the customer once issue is resolved, advising on the same.

	<ul style="list-style-type: none"> <li>• Upon closure, the channel should generate a report that provides insights to the issues/ concerns recorded and provide root cause analysis that will help to implement solutions.</li> <li>• For promoters, the feedback received will also be logged onto CRM and the customers would receive a thank you note appreciating them for their time to share feedback and for their continued business.</li> </ul> <p><u>Creating and Building Surveys</u></p> <ul style="list-style-type: none"> <li>• The channel should have an easy-to-use interface where users can build, design and configure feedback forms however they like and not limited by time.</li> <li>• The surveys should have a maker-checker functionality to reduce instances of deleting or amending without checks.</li> <li>• The channel should offer options for different type of questions E.g., multiple choice, free text, use of a slider option.</li> <li>• The channel should offer sample questions to use for different CX value metrics E.g., CSAT, CES, TTR (Time to Resolution) NPS, Loyalty, FCR, churn rates, CX Score, CLV etc.to ensure uniform wording across all our surveys.</li> <li>• There should be an option to format various channel surveys, add photos or themes to the background for a better outlook and feel before it is released. This should also allow use of different font type and size while creating the survey.</li> <li>• It should have the capability to copy a past survey, and modify for a fresh use.</li> <li>• It should have an option to add a progress bar to reflect how much longer it takes before one completes. This should also be backed by the ability to foretell how long a survey will take at the time of creating one.</li> </ul>
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<p><b>3. Dashboard and Reporting</b></p>	<p><u>Dashboard and Display</u></p> <ul style="list-style-type: none"> <li>• The dashboard will help us map and track our customer’s entire journey with the organization in real-time. It should help with displaying the measure of customer experience using different channels from different touch points, departments and other segmentation, using CSAT, Transactional NPS, CES, FCR, TTR (Time to resolution) Call AHT Loyalty, Complaints Ratio, CX Score etc. questions.</li> <li>• The dashboard visuals should also give an overview of the performance by displaying different graphs, charts and tables that are color coded showing performance of touch point centric different CX value metrics.</li> <li>• The dashboard should have a view displaying success rate of surveys sent out via different channels and the response rate against the CX targeted scores. The logs should be made available as and when a survey goes out.</li> <li>• The delivery stats should reflect the below;             <ol style="list-style-type: none"> <li>1. Uploaded surveys</li> <li>2. Delivered surveys</li> <li>3. Emails opened</li> <li>4. Surveys clicked</li> <li>5. Abandoned surveys</li> </ol> </li> <li>• For response rate, the dashboard should be able to highlight the below;             <ol style="list-style-type: none"> <li>6. Primary response</li> <li>7. Reminder response</li> <li>8. Non-response</li> </ol> </li> <li>• To better present the distribution of various College service touch points NPS score, NPS Frequency will be preferred as this will be seen at a glance.</li> <li>• An NPS stacked column will also be useful in trending scores over a period of time and when a segment is clicked, it should redirect the user to the specific account that accumulated that score.</li> <li>• The display should allow viewership by various stakeholders. This should allow for individual process/ channel performance view as well as the cumulative scores.</li> <li>• It should also allow viewership of the number of respondents for each process.</li> </ul>
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- A view on Daily, Month on Month and Year on Year performance for individual processes as well as cumulative scores should also be enabled to allow for proper trending.
- Visuals, i.e., graphing and charting should be incorporated for ease of presentation.
- Data export in excel and other formats should be allowed for various profiles that will be agreed upon beforehand. This should also not be in a format that is editable for the teams that do not handle reporting.
- Report download should be made possible in various formats (PDF, excel, CSV etc).
- Verbatim feedback should be downloadable in Excel and other formats clearly indicating the source ID.
- There should also be the ability to view all sentiments shared by one customer from the interactions they may have had on different channels.

### **Reports**

From the data uploaded, the channel should enable to produce downloadable summary reports.

Format: Excel, PDF, CSV and other formats

Periods: Daily, Weekly, Bi monthly, Monthly. For

comparison: Weekly, MoM, YoY.

- From the reports, the channel should be able to give market insights, emerging themes and trends based on both structured and unstructured feedback collected.
- For a better understanding of the reports and the impact of service rendered, we recommend frequent trainings with the various teams. This will help to familiarize the teams with the functionality of the channel, impact of service offered, and comparison with other players in the market.
- The reports should be able to capture agents NPS and mention agents/staff who have been positively rated or mentioned.
- We should have a function to add action item trackers to help keep track of the pending/long tail cases loops and also aid in action planning for various periods.
- With the help of smart alerts, we should be able to share and take action on incoming feedback received in customizable dashboards and charts for advanced analyses.

- The report should properly handle small sample sizes e.g. give an option of rolling up the data to provide greater response volumes.
- The reports should clearly bring out the score drivers at any one time for the different teams to know their most important influencers.
- The report should also assist with text analytics, sentiment analysis, AI-fueled insights, linguistic categorization, emotion detection, and intent detection.

<p><b>4. Integrations</b></p>	<p>The solution should have the ability to support unified desktop, route and queue customer interactions, multi-site call center, computer telephony integration, different multi-media types, multiple instant messaging, keep history, archive and retrieve interactions, link data fields to service catalogue, provide information about services in the catalogue, seamless user interface, knowledge management workload/workflow/workforce management, uploading/downloading data and integrate with a wide range of video conferencing systems. The solution should be able to tag out/in-bound correspondences, spell-checker, dictionary, autocategorization, tracking, automatic load of correspondences/enquiries, built in contact history, as well as reminders and notifications</p> <p>To allow for activity triggered surveys, the below integrations will be required.</p>												
<table border="1"> <thead> <tr> <th data-bbox="454 779 943 842"><b>Service</b></th> <th data-bbox="943 779 1430 842"><b>Integration point</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="454 842 943 940">Social Media - Social pages, blogs WhatsApp</td> <td data-bbox="943 842 1430 940">Social Media Monitoring tool/Bi</td> </tr> <tr> <td data-bbox="454 940 943 1119">CRM – Post call report, post case feedback, Emails, CRM case management, RM surveys and Web chat management</td> <td data-bbox="943 940 1430 1119">Call Centre/CRM System/online/EDMS/Bi</td> </tr> <tr> <td data-bbox="454 1119 943 1218">Channels – Internet/online Platforms, Branch transactions etc.</td> <td data-bbox="943 1119 1430 1218">Core legacy Systems/Bi</td> </tr> <tr> <td data-bbox="454 1218 943 1316">Call surveys - Inbound calls, outbound calls</td> <td data-bbox="943 1218 1430 1316">Telephony System – Cisco, Yeastar etc.</td> </tr> <tr> <td data-bbox="454 1316 943 1377"></td> <td data-bbox="943 1316 1430 1377"></td> </tr> </tbody> </table>	<b>Service</b>	<b>Integration point</b>	Social Media - Social pages, blogs WhatsApp	Social Media Monitoring tool/Bi	CRM – Post call report, post case feedback, Emails, CRM case management, RM surveys and Web chat management	Call Centre/CRM System/online/EDMS/Bi	Channels – Internet/online Platforms, Branch transactions etc.	Core legacy Systems/Bi	Call surveys - Inbound calls, outbound calls	Telephony System – Cisco, Yeastar etc.			
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## **CONDITIONS OF CONTRACT**

### **3.1 Introduction**

Specific terms of contract shall be discussed with the bidder whose tender will be accepted by KMTC. The resulting contract shall include but not be limited to the general terms of contract as stated below from 3.2 to 3.20.

#### **Support Requirements**

The Supplier should provide and sign an Annual Maintenance Contract and provide support for the solution for the first year at no cost. The Supplier should provide updates, upgrades toll-free technical assistance 24/7.

The Supplier should provide a summary of the resources (support personnel and otherwise) devoted specifically to technical issues, involving notification technology, as well as support procedures. The technical support resource(s) should ideally be physically located / based in Kenya. The Supplier should offer various modes of communication channels for support and be available preferably 24/7/365. The methods of support include: - online chat, phone and e-mail.

The Supplier support website should offer the following various support specific tools: video tutorials, online user manual, archive data search & FAQs

### **3.2 Award of Contract**

Following the opening and evaluation of tenders, the College will award the Contract to the successful bidder whose bids have been determined to be substantially responsive. The College will communicate to the selected bidder its intention to finalize the draft conditions of engagement submitted earlier with its tender. After reaching an agreement, the successful Bidder shall be invited for signing of the Contract Agreement to be prepared by KMTC.

### **3.3 Application of General Conditions of Contract**

These General Conditions (sections 3.2 to 3.20) shall apply to the extent that they are not superseded by provisions in other parts of the Contract that shall be signed.

### **3.4 Bid Validity Period**

Bidders are requested to hold their tenders valid for One hundred and twenty (120) days from the closing date for the submission.

### **3.5 Non-variation of Costs**

The prices quoted for the service and subsequently agreed and incorporated into the contract shall be held fixed for the contract period.

### **3.6 Delays in the Bidder's Performance**

Delivery and performance of the solution shall be made by the successful Bidder in accordance with the time schedule as per signed Agreement.

If at any time during the performance of the Contract, the Bidder should encounter conditions impeding timely delivery and performance of the Solution, the Bidder shall promptly notify KMTC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, KMTC shall evaluate the situation and may at its discretion extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except in the case of "force majeure" as provided in a delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of liquidated damages pursuant to Clause 3.7.

### **3.7 Liquidated damages for delay**

The contract resulting out of this RFP shall incorporate suitable provisions for the payment of liquidated damages by the bidders in case of delays in performance of contract.

All services must be delivered and implemented within agreed timelines after KMTC issues a purchase order. Any delay in commencement of the execution of the contract will attract a liability which will be specified in the agreement signed by both parties.

Notwithstanding the provisions detailed in this section above, the company reserves the right to terminate the award at any time and take corrective measures as necessary to protect its interests, which interests are solely determined by the KMTC.

### **3.8 Governing Language.**

The Contract shall be written in the English Language. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall also be in English.

### **3.9 Applicable Law.**

This agreement arising out of this Tender shall be governed by and construed in accordance with the laws of Kenya and the parties submit to the exclusive jurisdiction of the Kenyan Courts.

### **3.10 Bidder's Obligations.**

The Bidder is obliged to work closely with the College staff, act within its own authority, and abide by directives issued by the College that are consistent with the terms of the Contract.

The Bidder will abide by the job safety measures and will indemnify the company from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold KMTC responsible or obligated.

The Bidder is responsible for managing the activities of its personnel, or subcontracted personnel, and will hold itself responsible for any misdemeanors. The Bidder will not disclose the College's information it has access to, during the course of the work, to any other third parties without the prior written authorization of KMTC. This clause shall survive the expiry or earlier termination of the contract.

### **3.11 KMTC's Obligations.**

In addition to providing Bidder with such information as may be required by the bidder to complete the project, the College shall: -

- a) Provide the Bidder with specific and detailed relevant information concerning the contract
- b) In general, provide all approved information and access to personnel;

### **3.12 Confidentiality.**

The parties undertake on behalf of themselves and their employees, agents and permitted sub contractor provider that they will keep confidential and will not use for their own purposes (other than fulfilling their obligations under the contemplated contract) nor without the prior written consent of the other disclose to any third party any information of a confidential nature relating to the other (including, without limitation, any trade secrets, confidential or proprietary technical information, trading and financial details and any other information of commercial value) which may become known to them under or in connection with the contemplated contract. The terms of this Clause shall survive the expiry or earlier termination of the contract.

### **3.13 Force Majeure.**

- a. Neither Bidder nor KMTC shall be liable for failure to meet contractual obligations due to Force Majeure.
- b. Force Majeure impediment is taken to mean unforeseen events, which occur after signing the contract with the successful bidder, including but not limited to strikes, blockade, war, mobilization, revolution or riots, natural disaster, acts of God, refusal of license by Authorities or other stipulations or restrictions by authorities, in so far as such an event prevents or delays the contractual party from fulfilling its obligations, without its being able to prevent or remove the impediment at reasonable cost.
- c. The party involved in a case of Force Majeure shall immediately take reasonable steps to limit consequence of such an event.
- d. The party who wishes to plead Force Majeure is under obligation to inform in writing the other party without delay of the event, of the time it began and its probable duration. The moment of cessation of the event shall also be reported in writing.
- e. The party who has pleaded a Force Majeure event is under obligation, when requested, to prove its effect on the fulfilling of the contemplated contract.

### **3.14 Way Forward.**

Once the bids are opened, bid analysis will commence and vendors may be informed when their bid has been short-listed. Short listed vendors will be invited to demonstrate their tender if need be and to make own arrangements for site visits. In the event that KMTC may need to visit client site, vendors will be notified in writing. The College may also make surprise unannounced visits to the vendors offices to verify any information contained in the bid document. All visits are at the discretion of KMTC.

### **3.15 Bid Effectiveness.**

It is a condition of the KMTC that the vendor guarantees the sufficiency, and effectiveness of the service model proposed to meet the company requirements as outlined in this document. The College will hold the vendor solely responsible for the accuracy and completeness of information supplied in response to this tender. The College will hold the vendor responsible for the completeness of the service model proposed and that were the vendor to be awarded the tender, they would implement the service model without any additional requirements from the company.

### **3.16 Contract Provision.**

KMTC will issue a Local Purchase Order for all the services ordered. The Purchase Order will be payable as agreed / aforesaid herein. Any additional payments for the maintenance services will be subject to a contract to be agreed with the vendor. KMTC will not accept partial deliveries.

### **3.17 Buyer's Rights.**

KMTC reserves the right to reject any or all the tender bids without giving any reasons and has no obligation to accept any offer made. The College also reserves the right to keep its selection and selection criteria confidential. Bids not strictly adhering to tender document conditions may not be considered by the company whose decision on the matter shall be final. The vendor's terms and conditions will not form part of any contract with KMTC in relation to this tender. Bids not strictly adhering to RFP conditions may not be considered by the Company whose decision on the matter shall be final.

**Canvassing is prohibited and will lead to automatic disqualification.**

**3.18 Responsibility as an independent contractor**

The vendor agrees to take overall responsibility for any services rendered; regardless of whether third parties engaged by the vendor or the vendor himself carry them out

**3.19 Delivery.**

The delivery timelines shall be as specified in the scope of work, KMTC will not accept any partial deliveries.

**3.20 Risk of Loss.**

The successful Bidder covers all risks of loss and damage to any equipment for the implementation of the solution, until the equipment has been delivered to the premises of the Company.

**3.21 Support & Cancellation.**

Support by email should be within 3 hours and telephone support should be available two hours during week days. Should be able to cancel the subscription within the 30 days if not satisfied with the service of subscription.

The vendor / service provider should be able to provide local support as and when required not a remote support.



**APPENDIX: Vendor Profile.**

<b>S/No</b>	<b>Description</b>	<b>Response</b>
1.	Name of organization (full corporate name and any relevant business name(s))	
2.	Date of incorporation (dd/mm/yyyy). The company should be in the ICT business for at least 10 Years	
3.	Certificate of incorporation number (please provide a copy of your incorporation certificate)	
4.	KRA PIN	
5.	Postal address	
6.	Tel number	
7.	E-mail address	
8.	Location of registered office including street/road	
9.	Name and address of bankers	
10.	Name and address of insurers	
11.	Brief description of business	
12.	Company Auditors	
13.	Business continuity plan on related services being provided. Attach a copy.	
14.	3 Years Audited books of accounts	
15.	Memorandum and Articles of Association.	
16.	Main business activity	
18.	<b>Banking Details</b>	
	Bank	
	Account Number	
	Branch	
	Name(s) of authorized signatory	
	Name of Directors	

**Associate Companies (where applicable)**

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_

(4) \_\_\_\_\_

Provide the **organization structure** of your firm and summarize the number of employees in each section/department.

Total number of staff employed \_\_\_\_\_

Managerial / Supervisory \_\_\_\_\_

Technical \_\_\_\_\_

Provide the resource structure of staff who will be working closely with KMTC on the project.

Resource details

Name	Designation	Contacts
1.		
2.		
3.		
4.		

Share Holders Details

Name	Number of Shares	Address
1		
2		
3		
4		

Director's Details

Name	Nationality	Position Held	Citizenship	Shares held
1				
2				
3				
4				
5				
6				

**MAF (Manufacturer's Authorization Format) Letter from the OEM**

**Customer References:**

Minimum 3 Similar implementation in the last 3 Years

Sl. #	Customer Name	Solution Implemented	Year	Contact Details (Name, Mail ID, Contact number)
1				
2				

3				
4				
5				
6				

**Technical Resources:**

Minimum 2 Technical Resources in Kenya Certified on the solution proposed from the OEM

Sl. #	Name	Certification Name	Year	
1				
2				
3				
4				
5				
6				

## **SECTION X - CONTRACT FORMS**

FORM No. 1 - NOTIFICATION OF INTENTION TO AWARD

FORM NO. 2 – REQUEST FOR REVIEW

FORM No. 3-LETTEROF AWARD

FORM No. 4 - CONTRACT AGREEMENT

FORM No. 5 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

FORM No. 6- PERFORMANCE SECURITY [Option 2– Performance Bond]

FORM No. 7 - ADVANCE PAYMENT SECURITY

FORM No. 8 - RETENTION MONEY SECURITY

**FORM No 1: NOTIFICATION OF INTENTION TO AWARD OF CONTRACT.**

This Notification of Award shall be sent to each Tenderer that submitted a Tender and was not successful. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

**FORMAT**

1. For the attention of Tenderer's Authorized Representative
  - i) Name: *[insert Authorized Representative's name]*
  - ii) Address: *[insert Authorized Representative's Address]*
  - iii) Telephone: *[insert Authorized Representative's telephone/fax numbers]*
  - iv) 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.]*

2. Date of transmission: *[email]* on *[date]* (local time)

This Notification is sent by *(Name and designation)* \_\_\_\_\_

3. Notification of Award
  - i) Procuring Entity: *[insert the name of the Procuring Entity]*
  - ii) Project: *[insert name of project]*
  - iii) Contract title: *[insert the name of the contract]*
  - iv) 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:

4. Request a debriefing in relation to the evaluation of your tender by submitting a Procurement-related Complaint in relation to the decision to award the contracts.
  - a) The successful tenderers
    - i) Name of successful Tender \_\_\_\_\_
    - ii) Address of the successful Tender \_\_\_\_\_  
\_\_\_\_\_
    - iii) Contract price of the successful Tender Kenya Shillings \_\_\_\_\_  
(in words \_\_\_\_\_)
  - b) The reasons for your tender being unsuccessful are as follows:
  - c) Other Tenderers

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.

S/No	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why Not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

#### 5. How to request a debriefing

- a) DEADLINE: The dead line to request a debriefing expires at midnight on [*insert date*] (*local time*).
- b) 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.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
  - i) Attention: [*insert full name of person, if applicable*]
  - ii) Title/position: [*insert title/position*]
  - iii) Agency: [*insert name of Procuring Entity*]
  - iv) Email address: [*insert email address*]
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) 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 (3) 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.
- e) 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.
- f) 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) Days from the date of publication of the Contract Award Notice.

#### 6. How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (*local time*).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
  - i) Attention: [*insert full name of person, if applicable*]
  - ii) Title/position: [*insert title/ position*]
  - iii) Agency: [*insert name of Procuring Entity*]
  - iv) Email address: [*insert email address*]
- c) 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 Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website [www.ppra.go.ke](http://www.ppra.go.ke).

You should read these documents before preparing and submitting your complaint.

- e) There are four essential requirements:
  - i) 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.
  - ii) The complaint can only challenge the decision to award the contract.
  - iii) You must submit the complaint within the period stated above.
  - iv) You must include, in your complaint, all of the information required to support your complaint.

**7. Standstill Period**

- i) **DEADLINE:** The Standstill Period is due to end at midnight on [*insert date*] (local time).
- ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5(d) above.

If you have any questions regarding this Notification please do not hesitate to contact us. On behalf of the Procuring Entity:

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

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

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

\_\_\_\_\_

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

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**FORM NO. 2- REQUEST FOR REVIEW**

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

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

**BETWEEN**

**..... APPLICANT**

**AND**

**.....RESPONDENT (Procuring Entity)**

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

**REQUEST FOR REVIEW**

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

- 1.
- 2.

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

- 1.
- 2.

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

---

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

**SIGNED**

**Board Secretary**



**FORM NO 3: LETTER OF AWARD**

*letterhead paper of the Procuring Entity]*

*[date]*

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

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

You are requested to furnish the Performance Security within 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.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Procuring Entity: .....

Attachment: *Contract Agreement*: .....

**FORM NO 4: CONTRACT AGREEMENT.**

THIS AGREEMENT made the day of..... 20....., between.....  
.....of..... (hereinafter “the Procuring Entity”), of the one part, and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “the Contractor”), of the other part:

WHEREAS the Procuring Entity desires that the CRM System known as \_\_\_\_\_ should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these CRM System and the remedying of any defects there in,

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - a) The Notification of Award
  - b) the Form of Tender
  - c) the addenda Nos \_\_\_\_\_ (if any)
  - d) the Special Conditions of Contract
  - e) the General Conditions of Contract;
  - f) the Specifications
  - g) the Drawings; and
  - h) the completed Schedules and any other documents forming part of the contract.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement, the Contractor here by covenants with the Procuring Entity to execute the CRM System and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity here by covenants to pay the Contractor in consideration of the execution and completion of the CRM System and the remedying of defects there in, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

INWITNESS where of the parties here to have caused this Agreement to be executed in accordance with the Laws of Kenya on the day, month and year specified above.

Signed and sealed by \_\_\_\_\_ (for the Procuring Entity)

Signed and sealed by \_\_\_\_\_ (for the Contractor).

**FORM NO. 5 - PERFORMANCE SECURITY.**

**[Option 1 - Unconditional Demand Bank Guarantee]**

*[Guarantor letterhead]*

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

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

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

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

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

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

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

<sup>2</sup>Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

**FORM No. 6- PERFORMANCE SECURITY.**

**[Option 2– Performance Bond]**

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

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Procuring*

Entity] **Date:** \_\_\_\_\_

\_\_\_\_\_ *[Insert date of issue]* **PERFORMANCE BOND**

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

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

1. By this Bond \_\_\_\_\_ as Principal (hereinafter called “the Contractor”) and \_\_\_\_\_] as Surety (hereinafter called “the Surety”), are held and firmly bound unto \_\_\_\_\_] as Obligee (hereinafter called “the Procuring Entity”) in the amount of \_\_\_\_\_ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, for \_\_\_\_\_ in accordance with the documents, plans, specifications, and amendments there to, which to the extent here in provided for, are by reference made part here of and are here in after referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity’s obligations there under, the Surety may promptly remedy the default, or shall promptly:
  - a) Complete the Contract in accordance with its terms and conditions; or
  - b) Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, 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
  - c) Pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named here in or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.
6. In testimony whereof, the Contractor has here unto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly at tested 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. 7 - ADVANCE PAYMENT SECURITY.**

**[Demand Bank Guarantee]**

*[Guarantor letterhead]*

**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 Contractor") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum \_\_\_\_\_ (in words \_\_\_\_\_) is to be made against an advance payment guarantee.
3. At the request of the Contractor, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (in words \_\_\_\_\_) 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 CRM System; 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 Contractor on its account number \_\_\_\_\_ at \_\_\_\_\_.
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor 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 \_\_\_\_\_, 2 \_\_\_\_\_, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

---

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

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

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<sup>1</sup>The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.

<sup>2</sup>Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee

**FORM NO. 8 – RETENTION MONEY SECURITY**

**[Demand Bank Guarantee]**

*[Guarantor letterhead]*

**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 \_\_\_\_\_ *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. \_\_\_\_\_ *[insert reference number of the contract]* dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ *[insert name of contract and brief description of CRM System]* (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of *[insert the second half of the Retention Money]* is to be made against a Retention Money guarantee.
3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* \_\_\_\_\_ *([insert amount in words \_\_\_\_\_])'* upon receipt by us of the Beneficiary's complying demands unsupported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or showgrounds for your demand or the sum specified there in.
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 second half of the Retention Money as referred to above has been credited to the Contractor on its account number at \_\_\_\_\_ *[insert name and address of Applicant's bank]*.
5. This guarantee shall expire no later than the.....Day of.....<sup>2</sup>, and any demand for payment under it must be received by us at the office indicated above 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.

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

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

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



e.f.c						

**FORM NO. 9 BENEFICIAL OWNERSHIP DISCLOSURE FORM.**  
**(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022).**

**INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

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

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

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

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

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

**Details of Beneficial ownership.**

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

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

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

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

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

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

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

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

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

Bidder Official Stamp