



THE KENYA NATIONAL TRADING CORPORATION LIMITED
YARROW ROAD COMPLEX, YARROW ROAD, INDUSTRIAL AREA,
P.O. Box 30587- 00100,
NAIROBI.
www.kntc.go.ke
Email: kntc@kntc.go.ke

**PROVISION OF GARBAGE COLLECTION AND DISPOSAL
SERVICES FOR FINANCIAL YEAR 2023-2024/2025
FRAMEWORK CONTRACT**

TENDER NO. KNTC/TENDER/030/2023-2024

DATE OF ADVERTISEMENT 18/08/2023

TENDER SUBMISION DEADLINE

1st AUGUST,2023

TIME: 10:00AM

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Introduction

- 1.1 This Standard Tender Document has been prepared for use by public entities in Kenya
- 1.2 The following general directions should be observed when using the document.
 - (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options
 - (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.
- 1.3
 - (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.
 - (b) The Invitation to Tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

SECTION I- INVITATION TO TENDER

TO:

RE: TENDER NO: KNTC/TENDER/G/030/2023-2024 FOR PROVISION OF GARBAGE COLLECTION AND DISPOSAL SERVICES TO KENYA NATIONAL TRADING CORPORATION LTD

Kenya National Trading Corporation invites sealed tenders for eligible tenderers to tender for the provision of garbage collection and disposal services.

Interested Bidders may obtain further information and inspect the Tender Document for a fee Kshs 1000 from our head office or download the same from Kenya National Trading Corporation Website: www.kntc.go.ke or public procurement information portal website: www.tenders.go.ke. **For those who download, it will be free of charge**

Prices quoted should be net inclusive of all taxes and duties applicable, must be in Kenya shillings and shall remain valid for 120 days from the closing date of the tender.

Duly completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number, name and as prescribed and deposited in the tender box provided at the Reception at the Kenya National Trading Corporation. Yarrow Road off Nanyuki Road Industrial Area. Nairobi or be addressed to: -

The Managing Director
Kenya National Trading Corporation
P.O. Box 30587-00100
Nairobi

so as to be received on or before 1st August, **2023** at 10:00am.

Tenders must be accompanied by a tender Security of **Kshs.100,000.00** in form of a bank guarantee from a reputable bank or guarantee from an insurance company approved by the Public Procurement Regulatory Authority (PPRA) payable to Kenya National Trading Corporation.

Tender documents will be opened immediately thereafter in the presence of the Candidates who choose to attend or their representatives at the Boardroom of Kenya National Trading Corporation, Nairobi.

SECTION II - INSTRUCTIONS TO TENDERERS

- 1.1 The **Kenya National Trading Corporation Ltd** invites sealed bids from eligible candidates for Provision of Garbage collection and Disposal Services.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **Kenya National Trading Corporation Yarrow Road off Nanyuki Road Industrial Area P.O. Box 30587-00100 Nairobi** during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of Ksh 1000 **or downloaded on the KNTC website: www.kntc.go.ke free of charge.**
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at **KNTC Reception on or before 1st August 2023 at 11:00am or be addressed to The Managing Director KNTC P.O. Box 30587-00100-Nairobi**
- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **Kenya National trading Corporation.**

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SECTION III - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for tenders is open to all tenderers eligible as described in the Instruction to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 Kenya National Trading Corporation employees including Members of the Council and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Kenya National Trading Corporation to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Kenya National Trading Corporation, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall be Kshs.1,000/=
- 2.3.3 Kenya National Trading Corporation shall allow the tenderer to review the tender document free of charge before purchase.

2.4. Contents of the Tender Document

- 2.4.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
 - (i) Invitation to Tender
 - (ii) Instructions to tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of requirements
 - (vi) Technical Specifications
 - (vii) Tender Form and Price Schedules
 - (viii) Tender Security Form
 - (ix) Contract Form
 - (x) Performance Security Form
 - (xi) Bank Guarantee for Advance Payment Form
 - (xii) Manufacturer's Authorization Form

(xiii) Confidential Business Questionnaire

- 2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Documents

- 2.5.1 A prospective tenderer requiring any clarification of the tender Document may notify the Kenya National Trading Corporation in writing or by post at the Entity's address indicated in the Invitation to Tender. The Kenya National Trading Corporation will respond in writing to any request for clarification of the Tender documents, which it receives not later than seven (7) days Prior to the deadline for the submission of tenders, prescribed by the Kenya National Trading Corporation.
Written copies of the Kenya National Trading Corporation response (Including an explanation of the query but without identifying the Source of inquiry) will be sent to all prospective tenderers that have received the tender document.
- 2.5.2 The Kenya National Trading Corporation shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

- 2.6.1 At any time prior to the deadline for submission of tenders, the Kenya National Trading Corporation, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Kenya National Trading Corporation, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

- 2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Kenya National Trading Corporation, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising of Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) tender security furnished in accordance with paragraph 2.14
 - (e) Mandatory Confidential Business Questionnaire.

2.9 Form of Tender

- 2.9.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the Price Schedule the unit prices where applicable and total tender price of the services it proposes to supply under the contract.
- 2.10.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 Contract price variation shall not be allowed for contracts not exceeding one year (12 months).
- 2.10.5 The validity period of the tender shall be 120 days from the date of opening of the tender.

2.11 Tender Currencies

- 2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

- 2.12. Pursuant to Clause 2.1 the tenderer shall furnish, as part of its Tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Kenya National Trading Corporation satisfaction that the tenderer, at

the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers
- 2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect the Kenya National Trading Corporation against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Kenya National Trading Corporation and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Kenya National Trading Corporation as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Kenya National trading Corporation.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
 - (a) if a tenderer withdraws its tender during the period of tender validity specified by the Kenya National Trading Corporation on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Kenya National Trading Corporation, pursuant to paragraph 2.18. A tender valid for a shorter

period shall be rejected by the Kenya National Trading Corporation as non-responsive.

- 2.15.2 In exceptional circumstances, the Kenya National Trading Corporation may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

- 2.16.1 The Kenya National Trading Corporation shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamend printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 2.17.2 The inner and outer envelopes shall:
- (a) Be addressed to the Kenya National Trading Corporation at the address given in the Invitation to Tender:
 - (b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," 08TH **August, 2023 at 10:00am**
- 2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Kenya National Trading Corporation will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

Tenders must be received by the Kenya National Trading Corporation at the address specified under paragraph 2.17.2 no later than 08TH August , **2023**

at 11:00 am The Kenya National Trading Corporation may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Kenya National Trading Corporation and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

- 2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Kenya Corporation of Mass Communication prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5 The Kenya National trading Corporation may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The Kenya National Trading Corporation shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

The Kenya National Trading Corporation will open all tenders in the presence of tenderers' representatives who choose to attend 08TH **August, 2023 at 10:00am** and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 2.20.1 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Kenya National Trading Corporation, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.2 The Kenya National Trading Corporation will prepare minutes of the tender opening.

2.21 Clarification of Tenders

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the Kenya National Trading Corporation may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence the Kenya National Trading Corporation in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination and Responsiveness

- 2.22.1 Kenya National Trading Corporation will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail.
- 2.22.3 The Kenya National Trading Corporation may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Kenya National Trading Corporation will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Kenya National Trading Corporation determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Kenya National Trading Corporation and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

- 2.23.1 Where other currencies are used, the Kenya National Trading Corporation will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

- 2.24.1 The Kenya National Trading Corporation will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3 The Kenya National Trading Corporation's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
- a) Operational plan proposed in the tender;
 - b) deviations in payment schedule from that specified in the Special Conditions of Contract;
- 2.24.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

a) Operational Plan.

The Kenya National Trading Corporation requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the Kenya National Trading Corporation's required delivery time will be treated as non-responsive and rejected.

b) Deviation in payment schedule.

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Kenya National Trading Corporation may consider the alternative payment schedule offered by the selected tenderer.

- 2.22.5 The Tender Evaluation Committee shall evaluate the tender within 30 days from the date of opening the tender.
- 2.22.6 To qualify for contract awards, the tenderer shall have the following: -
- a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - b) Legal capacity to enter into a contract for procurement
 - c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
 - d) Shall not be debarred from participating in public procurement.

2.25 Contacting the Procuring entity

- 2.25.1 Subject to paragraph 2.21 no tenderer shall contact the Kenya National Trading Corporation on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.25.2 Any effort by a tenderer to influence the Kenya National Trading Corporation in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.26 Award of Contract

(a) Post-qualification

- 2.26.1 In the absence of pre-qualification, the Kenya National Trading Corporation will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Kenya National Trading Corporation deems necessary and appropriate.

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

(b) Award Criteria

- 2.26.3 Subject to paragraph 2.29 the Kenya National Trading Corporation will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.26.4 The Kenya National Trading Corporation reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Kenya National trading Corporation's action. If the Kenya National Corporation determines that none of the tenderers is responsive; the Kenya National Trading Corporation shall notify each tenderer who submitted a tender.
- 2.24.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, the Kenya National Trading Corporation will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Kenya National Trading Corporation will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.28 Signing of Contract

- 2.28.1 At the same time as the Kenya National Trading Corporation notifies the successful tenderer that its tender has been accepted, the Kenya National Trading Corporation will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.28.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.28.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Kenya National Trading Corporation.

2.29 Performance Security

- 2.29.1 Within Thirty (30) days of the receipt of notification of award from the Kenya National Trading Corporation, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Kenya National Trading Corporation.
- 2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Kenya National Trading Corporation may make the award to the next lowest evaluated Candidate or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 The Kenya National Trading Corporation requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Kenya National Trading Corporation, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Kenya National Trading Corporation of the benefits of free and open competition;

2.30.2 The Kenya National Trading Corporation will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - a. The information that specifies and complements provisions of Section II to be incorporated
 - b. Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	Particulars of eligible tenderers: All eligible citizen candidates
	Price to be charged for tender documents. Kshs. 0.00
	Particulars of other currencies allowed. None
	Particulars of eligibility and qualifications documents of evidence required. • Submission of two (2) sealed envelopes (separate technical and financial bids) • Submission of all the documentation and requirements as outlined in the <u>Schedule of Requirements</u> as per the submission format prescribed. • Compliance to the evaluation criteria as specified in this document
	Tender Security of Kshs.100,000.00 from a reputable bank or insurance company approved by Public Procurement Regulatory Authority (PPRA) valid for 150 days from the date of tender closing in form a Bank guarantee in the attached prescribed format.
	Bulky tenders which will not fit in the tender box shall be delivered and received at the Procurement Office on 1 st floor, Main Administration Block, Nairobi.
	Particulars of post – qualification if applicable. N/A
	Particulars of performance security if applicable. N/A
Clarification	For any clarification on this tender, please write to: Majid Director, Kenya National Trading Corporation P.O. Box 30587-00100 NAIROBI At least seven (7) days before the tender closing date

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated: -

- i) "The Contract" means the agreement entered into between the Kenya National Trading Corporation and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- ii) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- iii) "The Services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Kenya Corporation of Mass Communication under the Contract.
- iv) "The Kenya National Trading Corporation" means the organization sourcing for the services under this contract.
- v) "The Contractor" means the individual or firm providing the service under this Contract.
- vi) "GCC" means general conditions of contract contained in this section
- vii) "SCC" means the special conditions of contract.
- viii) "Day" means calendar year.

3.2 Application

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

3.3 Standards

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

3.4 Patent Rights

3.4.1 The tenderer shall indemnify the Kenya Corporation of Mass Communication against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the service under the contract or any part thereof.

3.5 Performance Security

- 3.5.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Kenya Corporation of Mass Communication the performance security in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to the Kenya National Trading Corporation as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Kenya National Trading Corporation and shall be in the form of:
- (a) Cash
 - (b) A bank guarantee
 - (c) Such insurance guarantee approved by the Authority
 - (d) Letter of credit.
- 3.5.4 The performance security will be discharged by the Kenya National Trading Corporation and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

3.6 Inspection and Tests

- 3.6.1 The Kenya National Trading Corporation or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Kenya National Trading Corporation shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Kenya National Trading Corporation.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Kenya National Trading Corporation may reject the service, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Kenya National Trading Corporation.
- 3.6.4 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.12 Payment

- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC.

3.13 Prices

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

3.14. Assignment

- 3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Kenya National Trading Corporation's prior written consent.

3.15 Termination for default

- 3.15.1 The Kenya National Trading Corporation may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Kenya National Trading Corporation.
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract.
 - (c) if the tenderer, in the judgment of the Kenya Corporation of Mass Communication has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.15.2 In the event the Kenya Corporation of Mass Communication terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Kenya National Trading Corporation for any excess costs for such similar services.

3.16 Termination of Insolvency

The Kenya National Trading Corporation may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the Kenya National Trading Corporation.

3.17 Termination for Convenience

- 3.17.1. The Kenya National Trading Corporation by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the

Kenya Corporation of Mass Communication convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.17.2 For the remaining part of the contract after termination the Kenya National Trading Corporation may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.18 Resolution of Disputes

3.18.1 The Kenya National Trading Corporation's and the contractor shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

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

3.19 Governing Language

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

3.20 Force Majeure

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

3.14 Applicable Law

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

3.15 Notices

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

A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 4.2. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
	Specify performance security if applicable: N/A
	Specify method Payments. Payment shall be on quarterly basis after the services have been satisfactorily offered and on submission of certified invoices
	Specify price adjustments allowed. None
	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
	Specify applicable law. Laws of Kenya
	Indicate addresses of both parties. Client: The Managing Director Kenya National Trading Corporation P.O. Box 30587-00100 Nairobi
Other's as necessary	Complete as necessary

OBLIGATIONS OF THE EMPLOYER (KENYA NATIONAL TRADING CORPORATION THROUGH THE CONTRACT ADMINISTRATOR

- i) To appoint a Senior Officer who will be the link person between the Corporation and the Service Provider.
- ii) The Corporation shall grant the Contractor, its employees, servants or agents' full access to and from the contract areas for purposes of performance of the service under this contract.
- iii) Provide regular advice/guidance on areas that are sensitive or require more attention.
- iv) To carry out routine and random inspection of the contract areas as specified in the scope of work and the summary of the results factored in during weekly/monthly evaluations.
- v) To forward complaints to the service provider within a day after receipt of the same.
- vi) To ensure the garbage collection service provider is aid for the services rendered as stipulated in the contract document.

OBLIGATIONS OF THE SUCCESSFUL BIDDER

- i) Any customer complaint received by the Corporation in respect of decline of standards in the contracted areas will be forwarded to the contractor and a written report on the remedial action taken, and the cause of the lapse explained and replied within 24 hours from the time of receipt.
- ii) Response time of the contractor should be within 24 hours of any complaint raised.
- iii) The services shall be executed and maintained in strict accordance with the contract to the satisfaction of the Contract Administrator and shall comply with and adhere strictly to the Administrator's (or his representative's) instructions and directions.
 - (a) The Corporation shall carry out routine and random inspection of the contract areas as specified in the scope of work and the summary of the results factored in during weekly/monthly evaluations.
 - (b) Where the inspection or survey indicates that the Tenderer has not performed the services to the specified standards, the Institution shall deduct from the contract price, the cost of the service for which the Contractor is in default and the Corporation has had to rectify.
 - (c) The Corporation shall enter into a service level agreement with the contractor in maintenance of standards and the document shall be signed by the two parties and availed to the legal office.
 - (d) The Corporation shall evaluate the performance of the services by the tenderer and at its absolute discretion grade the service levels in respect of each month.
- iv) The Corporation shall not be liable for any injury to the tenderer, his servants or licensees caused in the course of/or consequential upon the performance of the services contracted herein.
- v) The contractor shall be responsible for the safety and security of the Corporation's property of whatever description in the contract areas and shall ensure that they are secure at all times from theft by its servants and all kinds of risks which may occasion loss and or damage and in case of such incidences the item have to be replaced.
- vi) The contractor shall provide standard colour coded refuse bins and branded bin liners;
- vii) Any servant and/or agent of the tenderer misconducting himself/herself whether due to insobriety or otherwise or conducting himself/herself in a manner prejudicial to the security and good image of the Institution shall be liable to instant removal and the Institution may directly impose such conditions as it may deem necessary for his re-admission.
 - i) The contractor, his servants and/or agent shall at all times comply with all regulations and directives, which may be issued from time to time in connection with the operations of the Institution.
 - ii) The contractor shall ensure the removal from contract areas and prevent the presence or threat or entry thereto of any of its employees, servants or agents in respect of whom the right of access has been withdrawn.
 - iii) The contractor and its employees and agents shall at all times observe and comply with all security, safety, health, environment and operational regulations, instructions or rules from time to time promulgated, issued, laid down or required by the Institution to be

observed or complied with and shall indemnify the Institution for any loss or damages incurred by the Institution as a result of the Contractor's or its employees' or agents' failure to observe or comply with such requirements.

- iv) The Contractor shall keep the Institution indemnified against all costs, claims, demands and expenses whatsoever arising in connection with the performance of the services by the Contractor without prejudice to the Contractor's obligation to indemnify the Institution as aforesaid, the contractor shall during the continuance of this agreement, be responsible for its employees' agents or invitees in relation to the performance of the services and shall take out and maintain such insurance as the contractor shall consider necessary to cover its liability in respect of personal injuries or death of such employee's agent of invitees.
- v) The contractor shall at all times diligently observe all labour laws in force and shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct by or amongst his staff and labour for the preservation of peace and protection of persons and property at Kenya National Trading Corporation.
- vi) The contractor shall be required to be compliant with NSSF and NHIF requirements and regulations for all the employees.
- vii) The Contractor shall not assign its rights, obligations and/or benefits under its contract or sub-contract any services herein. Any allotment or transfer of shares by the contractor, which substantially alters or affects the ownership or control by the Contractor shall for the purposes of this clause be deemed an assignment or transfer of this agreement.
- viii) Due precautions shall be taken by the Contractor and at his own cost to ensure the safety of his staff, labour and equipment.

SECTION V - SCHEDULE OF REQUIREMENTS

A. CONTRACT DURATION

The Contract will run for an initial period of one years with effect from the date of contract signing or a date mutually agreed by Corporation and the successful bidder subject to satisfactory performance.

B. EMPLOYEES TO BE DEPLOYED

Should be 18 years and above

Mandatory Qualifications Requirements

Prospective bidders must: -

NO	REQUIREMENTS	YES/ NO
1.	Submit separate and sealed envelopes of Technical and financial bids.	
2.	Submit an original and copy of each bid.	
3.	Attach a copy of the Certificate of Registration/incorporation.	
4.	Attach a copy of a valid Tax Compliance Certificate from KRA.	
5.	Attach a Valid copy of single business permit.	
6.	Attach a bid security of Kshs.100,000.00 valid for 150 days from the date of tender opening and shall be from a Reputable Bank or Insurance Company approved by PPRA. Firms owned by Youth, Women or Persons with Disability and registered by the National Treasury (attach certificate) are exempted from this requirement but must fill and attach a tender declaration form. (to be submitted with technical document)	
7.	Submit fully filled, signed and stamped attached Mandatory Confidential Business Questionnaire.	
8.	National Environment Management Authority (NEMA) for license as a garbage collector.	
9.	Evidence or proof of a certified dumpsite by the County Government.	

At this stage the tenderer's submission will either be responsive or non-responsive. The non-responsive submission will be eliminated from the entire evaluation process will not be considered further.

Detailed Technical Requirements

This section will be marked out of 100 marks and will the technical score

NO	REQUIREMENT	DETAILS	MARKS
1.	Company profile	Submit a company/firm's profile detailing: - a) The Directorship/ownership and key staff. b) Organizational structure. c) List of its current customers/clients and the value of contracts. d) Attach relevant regulatory documents. e) Financial capacity.	15 marks
2.	Experience of the firm	a) A list of at least three (3) major clients. b) Recommendations (current) letters from at least three (3) of the listed clients/customers.	30 marks
3.	Qualifications of at least three (3) key staff (supervisory level) that are going to be actively involved in the assignment	a) Academic qualifications. Attach relevant certificates. b) Relevant work experience of at least two (2) years. Note: Supervisor should be a diploma holder and above.	30 marks
4.	Financial Capacity	a) Attach audited accounts for the last three years (2019, 2020 and 2021). b) Attach a current bank statement that shows your constant income. c) Attach a letter from a financial institution on your ability to access credit.	15 marks
5.	Operational Plan	A detailed work plan and operational plan demonstrating technical knowledge of waste segregation from collection to disposal.	10 marks

Pass mark =70 marks and above

Please note the following important information:

- The above documentation should be submitted in a separate envelope clearly marked, '**Technical Bid.**'
- The envelope containing qualification requirements should not contain any financial information with regard to cost of providing these services to the Corporation.
- Any bid that does not comply with the above requirements will be disqualified from further evaluation.
- Only the financial bids of the firms that meet all the qualifications requirements shall be opened. The bids that are non-responsive to the requirements shall

remain sealed/unopened and returned together with the bid security after procurement process is concluded.

Evaluation Criteria

The following will be the evaluation criteria

STAGE 1: MANDATORY QUALIFICATIONS REQUIREMENTS

The firm must meet all the mandatory qualification requirements as listed under A and shall be evaluated on '**YES' OR 'NO' BASIS** and any bid that does not meet any of the qualification requirements shall be disqualified from further evaluation.

STAGE 2: DETAILED TECHNICAL EVALUATION

- a) Only firms that fulfil all the mandatory requirements will be considered under this stage.
- b) The bid that scores 70 marks and above will proceed to the financial evaluation.

STAGE 2: FINANCIAL EVALUATION

Only the financial bids of firms that meet all the qualification requirements shall be opened and their tender form and price schedule shall be evaluated for conformity and responsiveness to the Institutions requirements of having been fully completed, signed, stamped, arithmetical errors etc.

STAGE 3: RECOMMENDATION FOR AWARD

The technically and financially responsive and lowest in cost bid shall be recommended for award of the contract.

Section Vi - description of services to be provided

Scope of service

Garbage collection is to be done in the Corporation from the specified sites

NO.	PREMISES
1.	Within KNTC compound

Frequency of Collection

Garbage shall be collected **twice per month (10 tonner truck which shall collect garbage twice per month. Total tons collected per month is 20 tons)** from the designated sites in the Corporation.

Time shall be between **8:00am to 5:00pm** strictly.

GARBAGE COLLECTION

The provision of the instructions to tenders and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenders

Instruction tenders	to	Particulars of appendix to instruction to tenderers
2.1		Particulars of eligible tenders: firms offering garbage collection and disposal services registered in Kenya
2.10		Particulars of other currencies allowed: None
2.11		Particulars of eligibility and qualification documents of evidence required: please see mandatory requirements on 2.2 below
2.12		Particulars of tender security: valid for an additional thirty (30) Days after the expiry of the tender validity period i.e. 120 days The tender security shall be in form of a Guarantee from a reputable bank or an insurance company approved by PPRA
2.22		Evaluation of tenders The following Evaluation criteria shall be applied Notwithstanding any other requirement in the tender document

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents and enclosed in the financial envelope. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender and enclosed in the financial submission envelope. It must also be duly signed by duly authorized representatives of the tenderer.
3. **Tender security form** - The tender declaration form must similarly be completed as prescribed and enclosed in the Technical submission envelope. It must also be duly signed by duly authorized representatives of the tenderer.
4. **Mandatory Confidential Business Questionnaire Form** - This form must be completed as prescribed by the tenderer and submitted with the tender documents and enclosed in the technical submission envelope.
5. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the Kenya National Trading Corporation.
7. **Attachments**
 - a) Appendix A: Sample letter of offer.
 - b) Appendix B: Certificate of mandatory tenderer's site visit

8.1 **FORM OF TENDER (To be submitted in the financial Envelope)**

Date_____

Tender No. _____

To: _____

[name and address of Kenya National Trading Corporation]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos *[Insert numbers]*. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Garbage Collection Services in conformity with the said tender documents for the sum of *(total tender amount in words and figures on an annual basis)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements and details of service.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the contract Price for the due performance of the Contract, in the form prescribed by (Kenya National Trading Corporation).
4. We agree to abide by this Tender for a period of [..... *number*] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us .

Dated this _____ day of _____ 20 _____

[Signature]

[In the capacity of]

Duly authorized to sign tender for an on behalf of _____

PRICE SCHEDULE OF SERVICES

Please fill in the cost taking into account the scope of works in Section VI (description of Service)

No.	Premises	Description of Service	Frequency of Collection	Cost per month	Cost per Quarter
1.	Dining Hall (Kitchen)	Garbage Collection	Twice times		
2.	Hostels and KIMS Staff Quarters	Garbage Collection	Twice times		
3.	Film gate	Garbage Collection	Twice times		
Total Cost per Annum (Kshs)					

Please Note: -

- In case of discrepancy between unit price and total, the unit price shall prevail.
- Tenderers are advised to visit the site in the various areas to determine the scope before quoting for the
- services.
- Payment shall be on quarterly basis after the services have been satisfactorily offered and on submission of certified invoices.
- This form should be submitted together with the Form of Tender and in a financial envelope separate from the one bearing the technical details such as qualification and eligibility requirements.

Signature and Stamp of tenderer

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

<i>Part 1 – General:</i>			
Business			Name
.....			
Location	of	business	premises.
.....			
Plot	No.....	Street/Road	
.....			
Postal Address	.....	Tel No.	Fax .....E mail
.....			
Nature	of	Business	
.....			
Registration	Certificate	No.	
.....			
Maximum value of business which you can handle at any one time – Kshs.			
.....			
Name	of	your bankers	Branch
.....			

	Part 2 (a) – Sole Proprietor			
	Your name in full.....			Age
				
	Nationality	.....	Country	of origin
				
	•	Citizenship	details	
				
	•			
	Part 2 (b) Partnership			
	Given details of partners as follows:			
	Name	Nationality	Citizenship	
	Details	Shares		
	1.	.....	.....	
	2.	.....	.....	
	3.	.....	.....	
	4.	.....	.....	
				
	Part 2 (c) – Registered Company			
	Private	or	Public	
				

	State the nominal and issued capital of company-		
	Nominal Kshs.		
	Issued Kshs.		
	Given details of all directors as follows		
	Name	Nationality	Citizenship Details
	Shares		
	1.....		
			
	2.		
			
.....			
3.			
.....			
.....			
4.			
.....			
.....			
5			
.....			
.....			
Date		Signature of Candidate	
.....			

- If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

8.3 TENDER SECURITY FORM

Whereas [*name of the tenderer*]
(hereinafter called "the tenderer") has submitted its tender dated
..... [*date of submission of tender*] for the supply, installation and
commissioning of [*name and/or description of*
the equipment] (hereinafter called "the Tender")
..... KNOW ALL PEOPLE by these
presents that WE of having our
registered office at (hereinafter called "the Bank"), are
bound unto [*name of Procuring entity*] (hereinafter called
"the Procuring entity") in the sum of for which
payment well and truly to be made to the said Procuring entity, the Bank
binds itself, its successors, and assigns by these presents. Sealed with
the Common Seal of the said Bank this _____
day of _____ 20_____.

THE CONDITIONS of this obligation are: -

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[*Signature of the bank*] _____

(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20____
between [*name of Procurement entity*] of [*country of Procurement entity*] (hereinafter called "the Procuring entity) of the one part
and [*name of tenderer*] of [*city and country of tenderer*] (hereinafter called "the tenderer") of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of [*contract price in words and figures*] (hereinafter called "the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) The Tender Form and the Price Schedule submitted by the tenderer
 - (b) The Schedule of Requirements
 - (c) The Technical Specifications
 - (d) The General Conditions of Contract
 - (e) The Special Conditions of contract; and
 - (f) The Procuring entity's Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for _____ the Procuring entity

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

WHEREAS [name of tenderer] (hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____
_____ [reference number of the contract] dated _____ 20 ____
_____ to supply [description of goods] (hereinafter called "the Contract").

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

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

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[*name of Procuring entity*]

[*name of tender*]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment,

..... [*name and address of tenderer*](hereinafter called "the tenderer") shall deposit with the Kenya National Trading Corporation a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of
..... [*amount of guarantee in figures and words*].

We, the [*bank or financial institutions*], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Kenya National Trading Corporation on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [*amount of guarantee in figures and words*]

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

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

Yours truly,

Signature and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

G. Tender-Securing Declaration (Mandatory)

Date:[insert **date** (as day, month and year)] Tender
No.:.....[insert **number of Tendering process**] Alternative No.:
/.....[insert **identification No if this is a Tender for an alternative**] To:
.....[insert **complete name of Procuring
Entity**] We, the undersigned, declare that: We understand that, according to
your conditions, Tenders must be supported by a Tender-Securing Declaration.
We accept that we will automatically be suspended from being eligible for
Tendering in any contract with the Procuring Entity 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 Tender conditions, because we;

ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

(Sections 39, 40, 41, 42, 43 & of the PPD Act, 2005)

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory.....

8.9 FORM RB 1

REPUBLIC OF KENYA

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*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We....., the above-named Applicant(s), of address: Physical address..... Fax 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.
- etc.

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

- 1.
 - 2.
- etc.

SIGNED.....(Applicant)

Dated on..... day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED
Board Secretary

APPENDIX B- CERTIFICATE OF MANDATORY TENDERER'S VISIT

SITE VISIT

This is to certify that,

.....

(name of Tenderer or his representative) of the firm of,

.....

(Name of Firm Tendering)

In the company of,

.....

(Name of Clients representative conducting the visit)

Visited the site in connection with Tender for

PROVISION OF GARBAGE COLLECTION SERVICES

Having previously studied the Contract documents, I carefully examined the site.

1. I have made myself familiar with all the local conditions likely to influence the works and cost thereof.
2. I further certify that I am satisfied with the description of the work and the explanations given by the client's representative and that I understand perfectly the work to be done as specified and implied in the execution of the contract.

Signed.....
(Tenderer or his representative)

Witnessed.....

(Signature of Client's representative)

Date.....

NB:

The Institution shall not be held liable for supplier's failure to verify details of service to be provided with respect to their final tender sum.

.....End.....