



**KENYA PIPELINE COMPANY LIMITED**

**INVITATION TO TENDER FRAMEWORK CONTRACT FOR CONSULTANCY SERVICES FOR ENVIRONMENTAL AND SOCIAL GOVERNANCE (BASELINE GREEN HOUSE GASES EMISSION ASSESSMENT FOR KPC FACILITIES and GENERATING GRI SUSTAINABILITY REPORT) FOR A PERIOD OF TWO (2) YEARS**

**KPC/PU/FW - 143(HSE) NBI/23– 24**

**CLOSING DATE & TIME: 15.11.2023 at 10.00am**

**OCTOBER 2023**

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## SECTION 1 (A) - REQUEST FOR PROPOSAL (RFP)

Date: OCTOBER 2023

Reference No.: **KPC/PU/RFP/143(HSE)NBI/23-24**

Name of Assignment: TENDER FOR FRAMEWORK CONTRACT FOR CONSULTANCY SERVICES FOR ENVIRONMENTAL AND SOCIAL GOVERNANCE (BASELINE GREEN HOUSE GASES EMISSION ASSESSMENT FOR KPC FACILITIES and GENERATING GRI SUSTAINABILITY REPORT) FOR A PERIOD OF TWO (2) YEARS

**TO: ALL BIDDERS**

Dear Sir/Madam

1. KENYA PIPELINE COMPANY LIMITED has set aside funds in its budget toward the cost of the subject consulting services.
2. The Procuring Entity now invites proposals to provide the following consulting services (here in after called “the services”): FRAMEWORK CONTRACT FOR CONSULTANCY SERVICES FOR ENVIRONMENTAL AND SOCIAL GOVERNANCE (BASELINE GREEN HOUSE GASES EMISSION ASSESSMENT FOR KPC FACILITIES and GENERATING GRI SUSTAINABILITY REPORT) FOR A PERIOD OF TWO (2) YEARS More details on the Services are provided in Section 8 Terms of Reference.
3. This Request for Proposals (RFP) has been addressed to all eligible bidders.
4. If a Consultant is a Joint Venture (JV), the full name of the JV shall be used and all members, starting with the name of the lead member. Where sub-consultants have been proposed, they shall be named. The maximum number of JV members shall be specified in the DS.
5. It is not permissible to transfer this RFP to any other firm.
6. A firm will be selected under **Least Cost Selection Method** and in a format as described in this RFP, in accordance with the Public Procurement and Asset Disposal Act 2015, a copy of which is found at the following website: [www.ppra.go.ke](http://www.ppra.go.ke).
7. The: Section 1: Letter of Request for Proposals  
Section 2: Instructions to Consultants and Data Sheet Section 3: Technical Proposal Standard Forms  
Section 4: Financial Proposal Standard Forms Section 5: Terms of Reference  
Section 6: Standard Forms of Contract Lump-Sum
8. Details on the proposal's submission date, time and address are provided in the ITC 17.7 and ITC 17.9 of the Data Sheet.

Yours sincerely,

**MAUREEN MWENJE**  
**GENERAL MANAGER SUPPLY CHAIN**  
**KENYA PIPELINE COMPANY LIMITED**

## SECTION 2. INSTRUCTIONS TO CONSULTANTS AND DATA SHEET

### Section 2(a). Instructions to Consultants (ITC)

#### A. GENERAL PROVISIONS

##### 1. Meanings/Definitions

- a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- b) “Applicable Law” means the laws and any other instruments having the force of law in Kenya.
- c) “Procuring Entity” means the entity that is carrying out the consultant selection process and signs the Contract for the Services with the selected Consultant.
- d) “Consultant” means a legally established professional consulting firm or an entity that may provide or provides the Services to the Procuring Entity under the Contract.
- e) “Contract” means a legally binding written agreement signed between the Procuring Entity and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- f) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- g) “Day” means a calendar day unless otherwise specified as "Business Day". A Business Day is any day that is an official working day in Kenya and excludes official public holidays.
- h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- i) “Government” means the Government of the Republic of Kenya.
- j) “In writing” means communicated in written form such as by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Procuring Entity with proof of receipt.
- k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
- l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Consultant's proposal.
- m) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- n) “Letter of RFP” means the letter of invitation being sent by the Procuring Entity

to the Consultants.

- o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- p) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- q) “Public Procurement Regulatory Authority (PPRA)” means the statutory authority of the Government of Kenya that mandated with the role of regulating and monitoring compliance with the public procurement law and regulations.
- r) “RFP” means the Request for Proposals to be prepared by the Procuring Entity for the selection of consultants.
- s) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- t) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Procuring Entity during the whole performance of the Contract.
- u) “Terms of Reference (TORs)” means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

## **2. Introduction**

- 2.1 The Procuring Entity named in the Data Sheet intends to select a consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the Data Sheet.
- 2.2 The Consultant are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.
- 2.4 The Procuring Entity will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

## **3. Conflict of Interest**

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, always holding the Procuring Entity's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of the

Procuring Entity. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultants shall not be hired under the circumstances set forth below:

i) *Conflicting Activities*

Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Procuring Entity to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

ii) *Conflicting Assignments*

Conflict among consulting assignments: A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Consultant for the same or for another Procuring Entity.

(iii) *Conflicting Relationships*

Relationship with the Procuring Entity's staff: a Consultant (including its Experts and Sub-consultants) that 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 Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from such relationship has been resolved in a manner that determines there is no conflict to affect this selection process.

iv) *Others*

Any other types of conflicting relationships as indicated in the Data Sheet.

#### **4. Unfair Competitive Advantage**

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Entity shall indicate in the Data Sheet and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

#### **5. Corrupt and Fraudulent Practices**

4.2 Consultant firms or any of its members shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. Consultant firms or any of its members that are proven to have been involved in any of these practices shall be automatically disqualified and would not be awarded a contract.



## **5.2 Collusive practices**

- 5.1 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any Consultant found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Consultants shall be required to complete and sign the “Certificate of Independent Proposal Determination” annexed to the Proposal Form.
- 5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Government and its agencies to inspect all accounts, records and other documents relating to any short-listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors, investigators or compliance officers.

## **6. Eligibility**

- 6.1 In selection of consultants, short-listing shall be composed of firms or individuals who belong to the same line of professional business and who are almost of the same capability.
- 6.2 Unless otherwise specified in the Data Sheet, the Procuring Entity permits Consultants including proposed experts, joint ventures and individual members from all countries and categories to offer consulting services. The maximum number of members so far JV shall be specified in the TDS.
- 6.3 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 submission of proposals, 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)
- 6.4 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.
- 6.5 It is the Consultant's responsibility to ensure that it's Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.
- 6.6 As an exception to the foregoing ITC 6.1 and 6.2 above:
- a) Sanctions-A firm or an individual that has been debarred from participating in public procurement shall be ineligible to be awarded a contract, or to benefit from the contract, financially or otherwise, during the debarment period. The list of



debarred firms and individuals is available from the website of PPRA [www.ppra.go.ke](http://www.ppra.go.ke).

- b) Prohibitions-Firms and individuals of a country or goods in a country maybe ineligible if:
  - i) As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
  - ii) 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 services from that country or any payments to any country, person, or entity in that country.
- c) Restrictions for Government-ownedEnterprises-Government-ownedenterprisesorinstitutionsinKenya shall be eligible only if they can establish that they;
  - i) Are legally and financially autonomous,
  - ii) Operate under commercial law, and
  - iii) That they are not dependent agencies of the Procuring Entity.
- d) Restrictions for public employees - Government officials and civil servants and employees of public institutions shall not be hired for consulting contracts.

6.7 Margin of Preference and Reservations-no margin of preference shall be allowed in the selection of consultants. Reservations may however be allowed 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 Data Sheets. A procuring entity shall ensure that the invitation to submit proposals specifically includes only businesses or firms belonging to one group.

## **B. Preparation of Proposals**

### **7. General Considerations**

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

### **8. Cost of Preparation of Proposal**

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Entity is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without there by incurring any liability to the Consultant.

### **9. Language**

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Entity shall be written in the English language.

## **10. Documents Comprising the Proposal**

- 10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.
- 10.2 The Consultant shall declare in the Financial Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid rigging.
- 10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal Submission Form.

## **11. Only One Proposal**

- 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.
- 11.2 Members of a joint venture may not also make an individual Proposal, be a subcontractor in a separate proposal or be part of another joint venture for the purposes of the same Contract.
- 11.3 Should a Joint Venture subsequently win the Contract, it shall consider whether an application for exemption from the Competition Authority of Kenya is merited pursuant to Section 25 of the Competition Act 2010.

## **12. Proposal Validity**

### **a. Proposal Validity Period**

- 12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with IT C5.

### **b. Extension of Validity Period**

- 12.4 The Procuring Entity will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Procuring Entity may request, in writing, all Consultants who submitted Proposals prior to the submission

deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Entity together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluations core, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such Proposal will be rejected.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole or part of the Services without reasonable justification and written approval of the Procuring Entity.

**13. Clarification and Amendment of RFP**

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Entity's address indicated in the Data Sheet. The Procuring Entity will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.2 At any time before the proposal submission deadline, the Procuring Entity may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all invited Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.

13.3 If the amendment is substantial, the Procuring Entity may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

13.4 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

**14. Preparation of Proposals—Specific Considerations**

14.1 While preparing the Proposal, the Consultant must give particular attention to the

following:

- (a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so only one Proposal is submitted, in accordance with ITC 11. Above. A Consultant cannot associate with shortlisted Consultant(s). When associating with non-shortlisted/non-invited firms in the form of a joint venture or a sub-consultancy, the shortlisted/invited Consultant shall be a lead member. If shortlisted/invited Consultant associates with each other, any of them can be a lead member.
- (b) The Procuring Entity may indicate in the Data Sheet the estimated amount or Key Experts' time input (expressed in person-month), or the Procuring Entity's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. This clause shall not apply when using Fixed Budget selection method.
- (c) For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input shall not be disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- d) Key Experts shall not appear in more than one proposal unless so allowed in the Data Sheet. Invited firms must confirm and ensure their Key experts do not appear in proposal of other invited firms, otherwise proposals with Key experts appearing in other proposals will be rejected.

## **15. Technical Proposal Format and Content**

- 15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the Data Sheet under ITC 10.1. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 15.2 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

## **16. Financial Proposal**

- 16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet. Irrespective of the consultant selection method, any Consultant that does not submit itemized and priced financial proposal, or merely refers the Procuring Entity to other legal instruments for the applicable minimum remuneration fees shall be considered non-responsive.

### **a. Price Adjustment**

- 16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates apply if so, stated in the Data Sheet.
  - b. Taxes
- 16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet.

Information on taxes in Kenya is provided in the Data Sheet.

**c. Currency of Proposal**

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in Kenya Shillings.

**d. Currency of Payment**

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal which is Kenya Shilling.

**C. SUBMISSION, OPENING AND EVALUATION**

**17. Submission, Sealing, and Marking of Proposals**

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.5 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

**18. Sealing and Marking of Proposals**

18.1 The firm shall deliver the Proposals 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 assignment, addressed to the Procuring Entity and a warning “DO NOT OPEN BEFORE..... (The time and date for proposal opening date”. Within the single envelope, package or container, the Firm shall place the following separate, sealed envelopes:

- 18.2 In the single sealed envelope, or in a single sealed package, or in a single sealed container the following documents shall be closed and shall be addressed as follows:
- i) in an envelope or package or container marked “ORIGINAL”, all documents comprising the Technical and Financial Proposal, as described in ITC11.
  - ii) in an envelope or package or container marked “COPIES”, all required copies of the Technical and Financial Proposal;
- 18.3 The envelopes or packages or containers shall:
- i) Bear the name and address of the Procuring Entity.
  - ii) Bear the name and address of the Firm; and
  - iii) Bear the name and Reference number of the Assignment.
- 18.4 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 proposal. Proposals that are misplaced or opened prematurely will not be accepted.
- 18.5 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Procuring Entity no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Procuring Entity after the deadline shall be declared late and rejected, and promptly returned unopened.

## **19. Confidentiality/Canvassing**

- 19.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Procuring Entity on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- 19.2 Any attempt by consultants or any one on behalf of the Consultant to influence improperly the Procuring Entity in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing PPRA's debarment procedures.
- 19.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a consultant wishes to contact the Procuring Entity on any matter related to the selection process, it should do so only in writing.

## **20. Opening of Technical and Financial Proposals**

- 20.1 The Procuring Entity's opening committee shall conduct the opening of the Technical and Financial Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored by the Procuring Entity or with a reputable public auditor or independent authority until they are opened in accordance with ITC 22.
- 20.2 At the opening of the Technical and Financial Proposals the following shall be read out:



(i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) Financial Proposal Bid amount; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

## **21. Proposals Evaluation**

21.1 Subject to provision of ITC 15.1, the valuers of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and after the Procuring Entity notifies all the Consultants in accordance with ITC 22.1.

21.2 The Consultant is not permitted to alter or modify its Proposal in anyway after the proposal submission deadline except as permitted under ITC12.7. While evaluating the Proposals, the Evaluation Committee will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

## **22 Evaluation of Technical and Financial Proposals**

22.1 The Procuring Entity's evaluation committee shall evaluate the Technical Proposals that have passed the eligibility and mandatory criteria, on the basis of their responsiveness to the Terms of Reference and the RFP. The eligibility and mandatory criteria shall include the following and any other that may include in the Data sheet.

- a) Firm has submitted the required number of copies of the Technical and financial Proposals in a single sealed envelope.
- b) The Proposal is valid for the required number of days.
- c) The Technical and Financial Proposals are signed by the person with power of attorney, without material deviation, reservation, or omission.
- d) The Technical and Financial Proposals are complete with all the forms and required documentary evidence submitted.
- e) A valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14 for Kenyan firms.
- f) Key Experts are from eligible countries.
- g) Key Experts do not appear in more than one proposal, if so required.
- h) A short-listed firm **has not** participated in more than one proposal, if so required.
- i) The Consultant is not insolvent, in receivership, bankrupt or in the process of being wound up.
- j) The Consultant, its sub-consultants and experts have not engaged in or been convicted of corrupt or fraudulent practices.
- k) The Consultant is neither precluded from entering into a Contract nor debarred by PPRA.
- l) The firm has not proposed employing public officials, civil servants and employees of public institutions.
- m) The Consultant, its sub-consultants and experts have no conflicts of interest.



22.2 Each responsive Proposal will be given a technical score of 80 percent. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

## 23 Public Opening of Financial Proposals

### 23.1 Unsuccessful Proposals

After the technical evaluation is completed, the Procuring Entity shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;(ii)provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and (iv ) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2. Following the ranking of the Technical Proposals, when the selection is based on QBS or CQS, the top-ranked Consultant is invited to negotiate the Contract. Only the Financial Proposal of the technically top-ranked Consultant is opened by the opening committee. All other Financial Proposals shall be returned unopened after the Contract negotiations are successfully concluded and the Contract is signed with the successful Consultant.

When the selection is based on the SSS method and if the invited Consultant meets the minimum technical score required passing, the financial proposal shall be opened and the Consultant invited to negotiate the contract.

### 23.2 Financial Proposals

Following the ranking of the Technical Proposals, and after internal approvals, the Procuring Entity shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;(iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.4. The opening date should allow the Consultants sufficient time to decide for attending the opening and shall be no less than five (5) Business Days from the date of notification of the results of the technical evaluation, described in ITC 22.1 and 22.2.

The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and

is at the Consultant's choice.

The Financial Proposals shall be opened publicly by the Procuring Entity's opening committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the Procuring Entity as indicated in the Data Sheet. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

## **24 Correction of Errors**

- 24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
- 24.2 Time-Based Contracts-If a Time-Based contract form is included in the RFP, in case of discrepancy between (i) a partial amount(sub-total) and the total amount, or (ii)between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between figures and words, the later will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Entity's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
- 24.3 Lump-Sum Contracts - If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical correction nor price adjustments shall be made. The total price, net of taxes understood as per ITC 24 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

## **25 Taxes**

- 25.1 Subject to ITC 24.2, all taxes are deemed to be included in the Consultant's financial proposal as separate items, and, therefore, considered in the evaluation.
- 25.2 All local identifiable taxes levied on the contract invoices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and in come and withholding tax payable to Kenya on the remuneration of non-resident Experts for the services rendered in Kenya are dealt with in accordance with the instructions in the Data Sheet.

## **26 Conversion to Single Currency**

- 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

## **27 Abnormally Low Prices**

- 27.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the proposal, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Consulting firm to perform the Contract for the offered price.
- 27.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the firm, including a detailed price analyses of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risk sand responsibilities and any other requirements of the RFP document.
- 27.3 After evaluation of the price analyses, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's proposal.

## **28 Abnormally High Prices**

- 28.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the proposal, 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 Consultants is compromised.
- 28.2 In case of an abnormally high tender 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 RFP to check if the specifications, TOR, scope of work and conditions of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Consultants on the reason or the high proposal price. The Procuring Entity shall proceed as follows:
- i) If the proposal price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.
  - ii) If specifications, TOR, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all proposals and may re-invite for proposals for the contract based on revised estimates, specifications, TOR, scope of work and conditions of contract.
- 28.3 If the Procuring Entity determines that the Proposal Price is abnormally too high because genuine competition between consultants is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Proposals and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before re-inviting for proposals.

## **29 Combined Quality and Cost Evaluation**

### **a. Least Cost Selection (LCS) Method**

- 29.1 In this case of Least-Cost Selection (LCS) will be utilized by the Procuring Entity's evaluation committee selecting the Consultant whose Proposal is the lowest evaluated total price among those Proposals that achieve the minimum technical score required

to pass, notify the Consultant and invite the Consultant to negotiate the Contract.

d. Combined Technical and Financial Evaluation Report

29.2 The evaluation committee shall prepare a combined technical and financial evaluation report, with specific recommendations for award or otherwise and subject to the required approvals within the Procuring Entity prior to notifications and invitation of Consultant for negotiations.

30 Notification of Intention to enter into a Contract/Notification of Award

30.1 The Procuring Entity shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The **Notification of Intention to enter into a Contract / Notification of Award** shall contain, at a minimum, the following information:

- i) The name and address of the Consultant with whom the Procuring Entity successfully negotiated a contract;
- ii) the contract price of the successful Proposal;
- iii) a statement of the reasons why the recipient's Proposal was unsuccessful
- iv) the expiry date of the Standstill Period, and
- v) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

**31 Standstill Period**

31.1 The Standstill Period shall be the number of days stated in the Data Sheet. The Standstill Period commences the day after the date the Procuring Entity has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. The Contract shall not be signed earlier than the expiry of the Standstill Period. This period shall be allowed for aggrieved Consultants to lodge an appeal. The procedure for appeal and the authority to determine the appeal or complaint is as indicated in the Data Sheet.

**D. NEGOTIATIONS AND AWARD**

**32 Negotiations**

32.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

32.2 The evaluation committee shall prepare minutes of negotiations that are signed by the Accounting Officer and the Consultant's authorized representative.

**32.3 Availability of Key Experts**

The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Entity proceeding to negotiate the Contract with the next-ranked Consultant.

32.4 Notwithstanding the above, the substitution Key Experts at the negotiations may be

considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

### **32.5 Technical negotiations**

The technical negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Entity's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

### **32.6 Financial negotiations**

The financial negotiations include the clarification of the Consultant's tax liability in Kenya and how it should be reflected in the Contract. All applicable taxes shall be itemized separately and included in the contract price.

32.7 If the selection method included cost as a factor in the evaluation (that is QCBS, FBS, LCS), the unit rates and the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

32.8 Where QBS or CQS methods was used for a *Lump-sum Contract* as indicated in the RFP, the unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts or the professional practice. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QB and CQS; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant to open its financial proposal and negotiate the contract.

32.9 In the case of a *Time- Based contract*, negotiation of unit rates shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Procuring Entity may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of QBS and CQS; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations-Breakdown of Remuneration Rates. If after the clarifications, the price is still considered too high, the Procuring Entity may terminate the negotiation and invite the next ranked Consultant for negotiations.

32.10 Where SSS method was used as indicated in the RFP, both the unit rates and total price shall be negotiated. If the negotiations fail, the Procuring Entity shall terminate the Consultant selection process. In that event, the Procuring Entity shall review the consultancy requirements and market conditions prior to deciding to use an appropriate selection method to again procure the consulting services.

### **33 Conclusion of Negotiations**

- 33.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Accounting Officer and the Consultant's authorized representative and minutes prepared to record the outcome of the negotiations.
- 33.2 If the negotiations fail, the Procuring Entity shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Entity shall terminate the negotiations informing the Consultant of the reasons for doing so. The Procuring Entity will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Consultant, the Procuring Entity shall not reopen the earlier negotiations.

### **34 Letter of Award**

- 34.1 Upon expiry of the Standstill Period, specified in ITC 28.1, after satisfactorily addressing any appeal that has been filed within the Standstill Period, and upon successful negotiations, the Procuring Entity shall send a Letter of Award to the successful Consultant. The letter shall confirm the Procuring Entity's award of Contract to the successful Consultant and requesting the Consultant to sign and return the draft negotiated Contract within Twenty-One (21) Days from the date of the Letter of Award.

### **35 Signing of Contract**

- 35.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 28.1 and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.
- 35.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

### **36 Publication of Procurement Contract**

- 36.1 Within the period specified in the Data Sheet, the Procuring Entity shall publish the awarded Contract which shall contain, at a minimum, the following information: (a) name and address of the Procuring Entity; (b) name and reference number of the contract being awarded, (c) the selection method used; (d) names of the consultants that submitted proposals; (e) names of all Consultants whose Proposals were rejected or were not evaluated; (f) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.
- 36.2 Carefully consider the information on Consultants to be published, particularly evaluation by the Procuring Entity, to avoid disclosing information which can facilitate bid-rigging formation going forward. Suggest amendment as follows:
- 36.3 The awarded Contract shall be published on the Procuring Entity's website with free access if available and in the official procurement tender portal.

### **37 Procurement Related Complaint and Administrative Review**

- 37.1 The procedures for making Procurement-related Complaints shall be specified in the **TDS**. A request for administrative review shall be made in the form provided under contract forms.



**SECTION 2 (B). DATA SHEET**

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS												
<b>A. General Provisions</b>													
1(j)	<p>Electronic procurement system shall be used. The Procuring Entity shall use the following electronic-procurement system to manage this Request for Proposal process:</p> <p><b>Supplier Registration</b> [<a href="https://e-procurement.kpc.co.ke/irj/portal">https://e-procurement.kpc.co.ke/irj/portal</a> (Instruction manual for Supplier Registration and the bidding process is available on KPC website on <a href="http://www.kpc.co.ke">www.kpc.co.ke</a></p> <p><b>RFP Acquisition</b> Interested eligible candidates can view and download the documents from the KPC website, E-procurement at no cost.</p> <p><b>Submission of Technical and financial Proposals</b> Completed tenders must be submitted electronically in PDF format and uploaded on the Supplier Relationship Management (SRM) Collaboration Folder, as follows:</p> <ul style="list-style-type: none"> <li>▪ <b>Technical Proposal to be uploaded in Collaboration Folder (C FOLDER) for Financial Proposal to be attached under Notes and Attachments</b>, Using the link <a href="https://e-procurement.kpc.co.ke/irj/portal">https://e-procurement.kpc.co.ke/irj/portal</a>.</li> </ul>												
2.1	<p>Name of the Procuring Entity: <b>KENYA PIPELINE COMPANY LIMITED</b></p> <p>The consultant selection method is:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">Quality and Cost Based Selection Method (QCBS)</td> <td style="text-align: right;">[ <input type="checkbox"/> ]</td> </tr> <tr> <td>Quality Based Selection Method (QBS)</td> <td style="text-align: right;">[ <input type="checkbox"/> ]</td> </tr> <tr> <td>Least Cost Selection Method (LCS)</td> <td style="text-align: right;">[ <input checked="" type="checkbox"/> ]</td> </tr> <tr> <td>Consultant Qualification Selection Method (CQS)</td> <td style="text-align: right;">[ <input type="checkbox"/> ]</td> </tr> <tr> <td>Fixed Budget Selection Method (FBS)</td> <td style="text-align: right;">[ <input type="checkbox"/> ]</td> </tr> <tr> <td>Single Source Selection Method (SSS)</td> <td style="text-align: right;">[ <input type="checkbox"/> ]</td> </tr> </table>	Quality and Cost Based Selection Method (QCBS)	[ <input type="checkbox"/> ]	Quality Based Selection Method (QBS)	[ <input type="checkbox"/> ]	Least Cost Selection Method (LCS)	[ <input checked="" type="checkbox"/> ]	Consultant Qualification Selection Method (CQS)	[ <input type="checkbox"/> ]	Fixed Budget Selection Method (FBS)	[ <input type="checkbox"/> ]	Single Source Selection Method (SSS)	[ <input type="checkbox"/> ]
Quality and Cost Based Selection Method (QCBS)	[ <input type="checkbox"/> ]												
Quality Based Selection Method (QBS)	[ <input type="checkbox"/> ]												
Least Cost Selection Method (LCS)	[ <input checked="" type="checkbox"/> ]												
Consultant Qualification Selection Method (CQS)	[ <input type="checkbox"/> ]												
Fixed Budget Selection Method (FBS)	[ <input type="checkbox"/> ]												
Single Source Selection Method (SSS)	[ <input type="checkbox"/> ]												
2.2	<p>Financial Proposal to be submitted together with Technical Proposal in separate envelopes: <b>Yes</b></p> <p>The name of the assignment is: <b>consultancy services for baseline greenhouse gases emission assessment and generating a global reporting initiative (GRI) sustainability report for KPC facilities.</b></p>												
2.3	<p>A pre-proposal conference will be held: Yes _____ or No: <input checked="" type="checkbox"/> _____ [If "Yes", fill in the following:] Date of pre-proposal conference: _____</p>												



Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	Time: _____ Address: _____ Telephone: ____ E-mail: _____ Title of contact person: _____
2.4	The Procuring Entity will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: N/A at this stage. Any further data required will be provided to the successful bidder. However, clarifications can be sort through General Manager Supply Chain Department through email: gmsc@kpc.co.ke _
3.3 (iv)	<i>None</i>
4.1	<i>This is not Applicable</i>
6.2	Maximum number of members in the Joint Venture (JV) shall be: [3].
6.6 (a)	The list of debarred firms and individuals is available at the PPRA’s 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>
6.7	The business will be registered with :N/A
<b>B. Preparation of Proposals</b>	
10.1	The Proposal shall comprise the following: This will be a single envelope tender where both technical and financial proposals will be submitted jointly as below;  Power of Attorney to sign the Proposal TECH-1: Technical Proposal Submission Form TECH-2: Consultant’s Organization and Experience TECH-3: Comments and Suggestions TECH-4: Description of Approach, Methodology and Workplan TECH-5: Work Schedule and Planning for Deliverables TECH-6: Team Composition, Assignment, and Key Experts’ Input TECH-7: Mandatory Documentary Evidence.  Financial Proposal shall include; (1) FIN-1: Financial Proposal Submission Form (2) FIN-2: Summary of Costs (3) FIN-3: Breakdown of Remuneration (4) FIN-4: Breakdown of Reimbursable Expenses.
11.1	Participation of Sub-consultants, and Key Experts in more than one Proposal is permissible: <i>[select one option]</i> Yes _ or No (√)____

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
12.1	Proposals must remain valid [182] days after the proposal submission deadline.
13.1	Clarifications may be requested no later than [5] days prior to the submission deadline. The contact information for requesting clarifications is Email; <b><u>Technicalprocurement@kpc.co.ke</u></b>
14 (b) (do not use for Fixed Budget method)	<i>NOT APPLICABLE</i>
14 (c) and 26.2 [use for Fixed Budget method]	<i>NOT APPLICABLE</i>
14 (d)	Key Experts shall not appear in more than one proposal: YES
16.1(b)	<p>The Financial Proposal will include (but not limited to) the following reimbursable expenses:</p> <p>(1) <i>A per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services.</i></p> <p>(2) <i>Cost of travel by the most appropriate means of transport and the most direct practicable route;</i></p> <p>(3) <i>Cost of office accommodation, including overheads and back-stop support;</i></p> <p>(4) <i>Communications costs;</i></p> <p>(5) <i>Cost of purchase or rent or freight of any equipment required to be provided by the Consultants.</i></p> <p>(6) <i>Cost of reports production (including printing) and delivering to the Procuring Entity;</i></p> <p>(7) <i>Other allowances where applicable and provisional or fixed sums (if any)]</i></p> <p>(8) <i>[insert relevant type of expenses, if/as applicable]</i></p>
16.2	A price adjustment provision applies to remuneration rates: Yes _____ or No <input checked="" type="checkbox"/> _____

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
16.3	“Information on the Consultant’s tax obligations in the Procuring Entity’s country can be found on the Kenya Revenue Authority website: <a href="http://www.kra.go.ke">www.kra.go.ke</a>
16.4	The Financial Proposal shall be stated in the following currencies: Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies. The Financial Proposal should state local costs in Kenya Shillings Yes ___√___ or. No _____.
<b>C. Submission, Opening and Evaluation</b>	
17.1	The Consultants shall have the option of submitting their Proposals electronically.  Completed tenders must be submitted electronically in PDF format and uploaded on the Supplier Relationship Management (SRM) Collaboration Folder, Using the link <a href="https://e-procurement.kpc.co.ke/irj/portal">https://e-procurement.kpc.co.ke/irj/portal</a> .
17.5	The Consultant must submit: (a) Technical Proposal (b) Financial Proposal
18.5	The Proposals must be submitted no later than: Date: <b>15.11. 2023</b> Time: <b>1000hrs</b>  The Proposal submission address is:  Completed tenders must be submitted electronically in PDF format and uploaded on the Supplier Relationship Management (SRM) Collaboration Folder, Using the link <a href="https://e-procurement.kpc.co.ke/irj/portal">https://e-procurement.kpc.co.ke/irj/portal</a> .
20.1	An online option of the opening of the Technical Proposals is offered: Yes <i>[The tender opening will be done immediately after submission as per date and time below;</i>  Date: <b>15.11. 2023</b> Time: <b>1000hrs</b>
20.2	In addition, the following information will be read aloud at the opening of the Technical & financial Proposals 1.Tender Number 2.Tenderers Name 3. Bid Price 4. Total number of pages of bid document.
22.1	Other eligibility and mandatory criteria shall be:

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS										
	<p><b><u>Mandatory Requirements:</u></b></p> <ol style="list-style-type: none"> <li>1. Must provide a Certificate of Incorporation or Registration.</li> <li>2. Must provide a valid KRA Tax Compliance Certificate – for local firms only.</li> <li>3. CR12 Form from the registrar of companies showing ownership by company directors (for Incorporated Companies)</li> <li>4. Professional Indemnity Certificate from a Bank registered in Kenya or Insurance Company approved by PPRA of not less than Kshs 10,000,000.00</li> <li>5. Duly filled, signed and stamped Self Declaration that the person/tender is not debarred in the matter of the public procurement and asset disposal act. (SD1)</li> <li>6. Duly filled, signed and stamped Self Declaration that the person/tender not to engage in any corrupt or fraudulent practice. (SD2)</li> <li>7. Duly filled, signed and stamped Declaration and Commitment To The Code Of Ethics (SD 3)</li> <li>8. Duly filled, signed and stamped Certificate of Independent Proposal Determination</li> <li>9. Duly filled, signed and stamped Confidential Business Questionnaire</li> <li>10. Power of Attorney signed and stamped by a <b>Commissioner</b>. A power of Attorney shall not be required where the bidder is a sole-proprietor or the only shareholder/director of a company.</li> </ol>										
22.2	<p>The Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals: <i>[Note to Procuring Entity: Allocation of points shall be within the range provided for each criteria and sub-criteria]</i></p> <p><b><u>Points</u></b></p> <p>(i) <b>Specific experience of the Consultant</b>, as a firm, relevant to the Assignment with environmental sustainability and governance experience relating to GHG emissions assessment, Sustainability Reports development in oil and gas sector pipeline: <span style="float: right;"><b>[30]</b></span></p> <p><b>Total points for criterion (i):</b> <span style="float: right;"><b>[30]</b></span></p> <p>(ii) <b>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">(a) Technical approach and methodology</td> <td style="text-align: right;"><b>[20]</b></td> </tr> <tr> <td>(b) Work plan</td> <td style="text-align: right;"><b>[5]</b></td> </tr> <tr> <td>(c) Organization and staffing</td> <td style="text-align: right;"><b>[10]</b></td> </tr> <tr> <td>(d) Measurement Equipment/software</td> <td style="text-align: right;"><b>[5]</b></td> </tr> <tr> <td><b>Total points for criterion (ii):</b></td> <td style="text-align: right;"><b>40 [40]</b></td> </tr> </table>	(a) Technical approach and methodology	<b>[20]</b>	(b) Work plan	<b>[5]</b>	(c) Organization and staffing	<b>[10]</b>	(d) Measurement Equipment/software	<b>[5]</b>	<b>Total points for criterion (ii):</b>	<b>40 [40]</b>
(a) Technical approach and methodology	<b>[20]</b>										
(b) Work plan	<b>[5]</b>										
(c) Organization and staffing	<b>[10]</b>										
(d) Measurement Equipment/software	<b>[5]</b>										
<b>Total points for criterion (ii):</b>	<b>40 [40]</b>										

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS																		
	<p><i>[Notes to Consultant: The Procuring Entity will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of Experts]</i></p> <p><b>(iii) Key Experts’ qualifications and competence for the Assignment:</b>  <i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">(a) Position K-1: [Project Team Leader(s)]</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td>(b) Position K-2: [Sustainability Expert]</td> <td style="text-align: right;">[5]</td> </tr> <tr> <td>(c) Position K-3: [GHG Assessment expert]</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td></td> <td style="text-align: right;"><b>25</b></td> </tr> <tr> <td><b>Total points for criterion (iii):</b></td> <td style="text-align: right;"><b>[25]</b></td> </tr> </table> <p>(iv) Transfer of knowledge and training program (relevance of approach and methodology):  <i>[Normally not to exceed 5 points.</i></p> <p><i>When transfer of knowledge is a particularly important component of the assignment, more than 10 points may be allocated; the following sub-criteria may be provided]-N/A</i></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">(a) Relevance of training program</td> <td style="text-align: right;"><u>[2]</u></td> </tr> <tr> <td>(b) Training approach and methodology</td> <td style="text-align: right;"><u>[2]</u></td> </tr> <tr> <td>(c) Qualifications of experts and trainers</td> <td style="text-align: right;"><u>[1]</u></td> </tr> <tr> <td><b>Total points for criterion (iv):</b></td> <td style="text-align: right;"><b>[5%]</b></td> </tr> </table> <p><b>Total points for the Five criteria: 100</b></p> <p>The minimum technical score (St) required to pass is: <b><u>80 percent</u></b></p>	(a) Position K-1: [Project Team Leader(s)]	[10]	(b) Position K-2: [Sustainability Expert]	[5]	(c) Position K-3: [GHG Assessment expert]	[10]		<b>25</b>	<b>Total points for criterion (iii):</b>	<b>[25]</b>	(a) Relevance of training program	<u>[2]</u>	(b) Training approach and methodology	<u>[2]</u>	(c) Qualifications of experts and trainers	<u>[1]</u>	<b>Total points for criterion (iv):</b>	<b>[5%]</b>
(a) Position K-1: [Project Team Leader(s)]	[10]																		
(b) Position K-2: [Sustainability Expert]	[5]																		
(c) Position K-3: [GHG Assessment expert]	[10]																		
	<b>25</b>																		
<b>Total points for criterion (iii):</b>	<b>[25]</b>																		
(a) Relevance of training program	<u>[2]</u>																		
(b) Training approach and methodology	<u>[2]</u>																		
(c) Qualifications of experts and trainers	<u>[1]</u>																		
<b>Total points for criterion (iv):</b>	<b>[5%]</b>																		
23.4	<p>The opening of the Financial Proposals is to be done concurrently at technical opening as the bid shall be a single envelope. During the bid opening the following pronouncement regarding the tender will be made;</p> <ol style="list-style-type: none"> <li>1.Tender Number</li> <li>2.Tenderers Bid Price</li> <li>3. Number of pages.</li> </ol>																		
25.2	<p>For the evaluation, the Procuring Entity will include separate items of: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract’s invoices; and (b) all additional local indirect tax on the remuneration of services rendered by experts.</p>																		

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized using the itemized list and included in the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Procuring Entity on behalf of the Consultant.
26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is: _____ <i>Kenya Shillings or another fully convertible foreign currency</i> The official source of the selling exchange rate is: <b>Central Bank of Kenya</b> The date of the exchange rate is: <b>the date of tender opening</b>
29.1 (QCBS only)	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: $Sf = 100 \times Fm / F$ , in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.  The weights given to the Technical (T) and Financial (P) Proposals are: $T = 0.8$ [Insert weight between 0.70 and 0.85], and $P =$ _____ [Insert weight between 0.15 and 0.30] Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$ .  <b>NB: For this tender least cost financial criteria will be utilized. Therefore the lowest evaluated bidder who has passed the technical evaluation will be awarded.</b>
31	The Standstill Period shall be: <b>14</b> days The procedures for making a procurement related complaint are detailed in the Public Procurement and Asset Disposal Act and Regulations. If a Consultant wishes to make a procurement related complaint or appeal, the Consultant shall submit its complaint to the Public Procurement Administrative Review Board.
<b>D. Negotiations and Award</b>	
32.1	Expected date and address for contract negotiations: Date: <b>_30<sup>th</sup> October 2023</b> _____ day/month/year] Address: Kenya Pipeline Company Kenpipe Plaza Sekondi Road Off Nanyuki Road P.o.Box 73442-00200 Nairobi.
35.2	Expected date for the commencement of the Services:

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	Date: <i>November 2023</i> at: Nairobi Terminal.
36.1	The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: The publication will be done within <b>14 days</b> after the contract signing [ <i>Insert the legally recognised days for publishing the Contract Award Notice</i> ].
37.1	<p>The procedures for making a Procurement-related Complaints are detailed in the “Regulations” 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>. 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>For the attention: [<i>insert full name of person receiving complaints</i>]</p> <p>Title/position: [<i>insert title/position</i>]</p> <p>Procuring Entity: [<i>KENYA PIPELINE COMPANY LIMITED</i>]</p> <p>Email address: [<i>complaints@ppra.go.ke</i>]</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <p>(i) the terms of the Tender Documents; and</p> <p>(ii) the Procuring Entity’s decision to award the contract.</p>



## SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

{*Notes to Consultant* shown in brackets {} throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

### 3.1 TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Procuring Entity]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your RFP dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

*{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in association/as a consortium/as a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.*

OR

*{If the Consultant's Proposal includes Sub-consultants, insert the following:} We are submitting our Proposal with the following firms as Sub-consultants: {insert a list with full name and address of each Sub-consultant.}*

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Entity or maybe sanctioned by the PPRA.
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- c) We have no conflict of interest in accordance with ITC3.
- d) We meet the eligibility requirements as stated in ITC6, and we confirm our understanding of our obligation to abide by the Government's policy in regard to corrupt, fraudulent and prohibited practices as per ITC5.
- e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, as well as laws against anti-competitive practices, including bid rigging in force in Kenya; we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption or anti-competitive practices.



### 3.2 CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying TECHNICAL PROPOSAL SUBMISSION FORM to the \_\_\_\_\_

\_\_\_\_\_ [Name of  
Procuring Entity]

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - Has been requested to submit a Tender in response to this request for tenders;
  - 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]:
  - The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - 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:
  - prices;
  - methods, factors or formulas used to calculate prices;
  - the intention or decision to submit, or not to submit, a proposal; or
  - the submission of a proposal which does not meet the specifications of the request for proposals; except as specifically disclosed pursuant to paragraph(5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this RFP relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph(5)(b) above;

- 2 The terms of the RFP have not been, and will not be, knowingly disclosed by the Consultant, directly or indirectly, to any competitor, prior to the date and time of the official proposed 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

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Title

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Date

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

## **APPENDIX TO FORM OF PROPOSAL ON FRAUD AND CORRUPTION CLAUSE (for information)**

### **Purpose**

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.

### **Requirements**

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

Kenya's public procurement and asset disposal act (*no.33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- (1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding.
- (2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence.
- (3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
  - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
  - b) if a contract has already been entered into with the person, the contract shall be avoidable;
- (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—
  - i) Shall not take part in the procurement proceedings;
  - ii) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
  - iii) Shall not be a sub-contractor for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the sub-contractor 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 sub section (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.
- (8) Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:
  - a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
    - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
    - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
    - iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
    - iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
    - v) "obstructive practice" is:
      - i) 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
      - ii) Acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
  - 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 process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor,

and includes collusive practices amongst tenderers prior to or after tenders 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 or award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-

consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or 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, Contractors, and Suppliers and their Sub-contractors, Sub- consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup>all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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*<sup>1</sup>For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation,*

*(i) applying for pre-qualification, expressing interest in A consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and*

*(ii) entering into an addendum or amendment introducing a material modification to any existing contract.*

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

## **SECTION 4 FORMS**

### **FORM TECH 4: CONSULTANT'S ORGANIZATION AND EXPERIENCE**

Form TECH-4: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on **similar assignments** shall be provided for each partner. For each



assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

**A - Consultant's Organization**

Provide here a brief description of the background and organization of your company, and-in case of a joint venture-of each member for this assignment.

**B - Consultant's Experience**

1. List only previous **similar** assignments successfully completed in the last [.....] years.
2. List only those assignments for which the Consultant was legally contracted by the Procuring Entity as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their Curriculum Vitae (CV).
3. The Consultant shall substantiate their claimed experience by presenting copies of relevant documents such as the form of contract (not the whole contract), purchase order, service order, performance certificate, etc.; which shall be included in the proposal as part of *Form Tech 7 Mandatory Documentary Evidence*.

<b>Assignment name:</b>	<b>Approx. value of the contract [KES, US\$ etc.]:</b>
Country:	Duration of assignment (months):
Name of Procuring Entity:	Total N <sup>o</sup> of staff-months of the assignment:
Contact Address: Email:	Approx. value of the services provided by your firm under the contract:
Start date (month/year): Completion date:	N <sup>o</sup> of professional staff-months provided by associated Consultants:
Role on Assignment: (E.g. <i>Lead Member in ABC JV, or Sole Consultant</i> ):	Name of senior professional staff of your firm involved and functions performed:
Narrative description of Assignment:	
Description of actual services provided by your staff within the assignment:	
Name of Consulting Firm: Signatory:	Name and Title of

**1. FORMTECH-5: COMMENTS AND SUGGESTIONS**

Form TECH-5: The Consultant to provide comments and suggestions on the Terms of Reference, counterpart staff and facilities to be provided by the Procuring Entity that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Entity, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

*{Improvements to the Terms of Reference, if any}*

B - On Counterpart Staff and Facilities

*{Include comments on counterpart staff and facilities to be provided by the Procuring Entity. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}*

## 2. FORMTECH-6: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN

Form TECH-4: a description of the approach, methodology and work plan in responding to the terms of reference for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{The structure of your Technical Proposal:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}
  - i) Technical Approach and Methodology. {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TOR sin here.}
  - ii) Work Plan. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of their ports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }
  - iii) Organization and Staffing. {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff. }

**3. FORM TECH-7: WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

N°	Deliverables <sup>1</sup> (D-..)	Months												
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL	
D-1	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5) .....													
	6) delivery of final report to Procuring Entity }													
D-2	{e.g., Deliverable #2:.....}													
N														

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Entity's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

**4. FORM TECH- 7A: TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**


N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position		D-1	D-2	D-3	.....	D-...				Home	Field	Total
<b>KEY EXPERTS</b>														
K-1	{e.g., Abbbb}	Mr. [Team Leader]	[Home]	[2 month]	[1.0]	[1.0]								
			[Field]	[0.5 m]	[2.5]	[0]								
K-2														
K-3														
N														
											Subtotal			
<b>NON-KEY</b>														
N-1			[Home]											
			[Field]											
N-2														
N														
											Subtotal			
											Total			

1.For Key Experts, the input should be indicated individually for the same positions as required under the ITC Data Sheet 21.2

2. Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in Kenya, or outside the normal residence of the Expert in Kenya or any other country outside the expert’s country of residence.



Full time input 

Part time input

## 5. FORM TECH-7B: CURRICULUM VITAE (CV)

Position Title and No.	<i>{e.g., K-1, Team Leader}</i>
Name of Expert:	<i>{Insert full name}</i>
Date of Birth:	<i>{day/month/year}</i>
Country of Citizenship	

**Education:** *{List college/ university or other specialized education, giving names of educational institutions, dates attended, degree(s)/ diploma(s) obtained}*

Employment record relevant to the assignment: *{Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Entity's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}*

<b>Period</b>	<b>Employing organization and your title/position. Contact Infor for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
[e.g., May 2011-present]	[e.g., Ministry of ....., advisor/consultant to... For references: Tel...../e-mail.....; Mr. Bbbbbb, deputy manager]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

<b>Detailed Tasks Assigned on Consultant's Team of Experts:</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>
---	--



{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Expert's contact information :(e-mail.....  
 phone.....)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Entity, and/or sanctions by the PPRA.

Name of Expert \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_  
 {day / month/year}

Name of authorized \_\_\_\_\_ Signature. \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_

Representative of the Consultant (the same who signs the Proposal)

## 6. FORMTECH-8: MANDATORY SUPPORT DOCUMENTS

*[The Consultant shall use this form to submit all the required support documentary evidence as required in the RFP, especially the mandatory and eligibility criteria specified in the Data Sheet ITC 21.1]*

- a) Certificate of Incorporation/Certificate of Registration

*{Insert here a copy of certificate of incorporation or registration*

***{NB: This applies all bidders including JV partners}***

- b) Valid Tax Compliance Certificate – ( **Local companies Only**)

*{Consultant to insert a copy of a valid tax compliance certificate from Kenya Revenue Authority or similar body in the case of foreign consulting firms}*

11. Tender Security of **Kshs.100,000.00** or equivalent in foreign currency from a bank/insurance firm registered in Kenya valid for **182** days from the date of tender closure.

*{Consultant to insert copy of the tender security in the bid document but also **drop the original security document** in the tender document before or on the actual tender closing date and time}.*

12. Signed Declaration Forms. *{Consultant to insert all copies of tender declarations forms as defined}.*

***{NB: This applies all bidders including JV partners must fill and sign all mandatory forms}***

- c) **Similar Consulting Assignments Experience**

Consultant to provide evidence of similar experience in petroleum sector infrastructure Environmental Impact Assessment **at least 5No similar works in the last 10** years. – (30 marks).

*{Consultant to insert here copies of the **form of contract and completion certificate** or **similar evidence of similar assignments** carried out by the firm. The assignments shall be the same as those provided under FORM TECH 2B}*

***{NB: Documentary evidence of either JV partner shall suffice in terms of copies of contract or completion letters from procuring entity; Purchase Orders etc. Listing of past projects only with no supporting documents are not acceptable}.***

d) Academic Certificates  
Consultant to provide academic certificates of key personnel as detailed below;

**i. Project Manager**

- The bidder shall provide names and detailed curriculum vitae of two members of staff (**prime and alternate**) who have undertaken GHG Emissions assessments & Sustainability Report development and strategies with particular experience in oil and gas sector. The candidates should be environmental sustainability background or equivalent with at least **10years experience** in environmental management, climate change oil and gas emission analysis and sustainability reporting or other relevant fields. (10mks)
- Bidders who show proof of 5 or more successfully completed GHG emissions assessment projects & GRI sustainability Reports development & strategies (10marks)
- Bidders who show proof of 4 successfully completed GHG emissions assessment & GRI sustainability Reports development & strategies (8 marks)
- Bidders who show proof of 3 successfully completed GHG emissions assessment & GRI sustainability Reports development & strategies (6 marks)
- Bidders who show proof of 2 successfully completed GHG emissions assessment & GRI sustainability Reports development & strategies (4 marks)
- Bidders who show proof of 1 successfully completed GHG emissions assessment & GRI sustainability Reports development & strategies (2 marks)
- Bidder who do not demonstrate any experience in similar GHG emissions assessment & GRI sustainability Reports development & strategies (0 marks).

**ii. Environmental Sustainability Expert**

- The bidder shall provide names and detailed curriculum vitae of two (2No) members of staff with internationally recognized certification and experience in environmental sustainability. The candidates should have at least 10 years' experience environmental management, climate change oil and gas emission analysis and sustainability reporting or other relevant fields.
- Bidders who show proof of 5 or more successfully completed GHG emissions assessment & GRI Reports (5marks).
- Bidders who show proof of 4 successfully completed GHG emissions assessment & GRI Reports (4 marks).
- Bidders who show proof of 3 successfully completed GHG emissions assessment & GRI Reports (3 marks).
- Bidders who show proof of 2 successfully completed GHG

- emissions assessment & GRI Reports (2 marks).
- Bidders who show proof of 1 successfully completed GHG emissions assessment & GRI Reports (1 marks).
- Bidder who do not demonstrate any experience in similar GHG emissions assessment & GRI Reports (0 marks).

### iii. Air Quality Measurement Experts

The bidder shall provide name and curriculum vitae of two (2) air quality technicians with 10 years' experience in GHG emissions measurements and be able clearly set up measurements equipment and be able to generate, analyze data to advise on intervention. The candidates should have certification in air quality management and analysis or other relevant fields (5marks)

- Bidders who show proof of 5 or more successfully completed GHG emissions data collections and analysis (5marks)
- Bidders who show proof of 4 successfully completed GHG emissions data collections and analysis (4 marks)
- Bidders who show proof of 3 successfully completed GHG emissions data collection and analysis (3 marks)
- Bidders who show proof of 2 successfully completed GHG emissions data collection and analysis (2 marks)
- Bidders who show proof of 1 successfully completed GHG emissions data collection and analysis (1 marks)
- Bidder who do not demonstrate any experience in similar GHG emissions data collections and analysis (0 marks).

*{Consultant to insert **copies of the CV's and relevant academic certificates** relevant to the assignment for all the key experts}*

#### e) Professional Certificates

*{Consultant to insert copies of **relevant practicing licenses** and other relevant **short-term trainings** to demonstrate professional qualifications for all the key experts}*

#### f) Professional Membership of Key Experts

*{Provide relevant membership certification for Key Experts such as GRI membership}*

#### g) Certificate of Independent Proposal Determination

*(The Form is available on Tech FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM).*

**NB: CV's that are not in the format as guided will be not accepted.**

**7. FORM TECH - 9: SELF-DECLARATION FORMS**

FORM SD1

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

I, ....., of Post Office Box ..... being a resident of

..... in the Republic of ..... do hereby make a statement as follows: -

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of ..... (Insert name of the Company) who is a Bidder in respect of **Tender No.**

..... for..... (Insert tender title/description) for..... (Insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

.....

(Title)

.....  
(Signature)  
(Date)

Bidder 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 Activities in Kenya 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.....



**FORM TECH - 9: TENDER-SECURING DECLARATION FORM {r 46 and 155(2)}**

[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 or 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

## **SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS**

*{Notes to Consultant shown in brackets {...} provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}*

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration FIN-4

Reimbursable expenses

**FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM**

..... {Location, Date}  
To: ..... [Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for..... [Insert title of assignment] in accordance with your Request for Proposal dated..... [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of..... {Indicate the corresponding to the amount currency} {Insert amounts in words and figures}, including of all taxes in accordance with ITC24.2 in the Data Sheet. The estimated amount of local taxes is..... {Insert currency} {Insert amount in words and figures}.

*{Please note that all amounts shall be the same as in Form FIN-2}.*

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the ITC12.1 Datasheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address, Amount and Purpose of Commission of Agents,  
Currency or Gratuity

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

\_\_\_\_\_

Signature..... *(of Consultant's authorized representative) {In full and initials}*: Full name: ..... *{insert full name of authorized representative}*  
Title: ..... *{insert title/ position of authorized representative}*

Name of Consultant..... *(company's name or JV's name)*: Capacity: ..... *{insert the person's capacity to sign for the Consultant}* Physical Address: ..... *{insert the authorized representative's address}*

Phone: ..... *{insert the authorized representative's phone and fax number, if applicable}* Email: ..... *{insert the authorized representative's email address}*

*{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}*

## FORM FIN-2: SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2 if used}	{Insert Foreign Currency # 2 if used}	{Insert Local Currency,
Cost of the Financial Proposal				
Including:				
(1) <b>Remuneration</b>				
(2) <b>Reimbursables</b>				
(3) <b>GRI Report development</b>				
Subtotal [Remuneration + Reimbursables]				
Taxes:				
{insert type of tax e.g., VAT or sales tax}				
{e.g., withholding tax on experts' remuneration}				
{insert type of tax}				
Total Taxes				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				

**NB: Consultants to give cost breakdown per activity per year. Therefore, annual summary cost for the 2 years framework cost should be provided.**

**FORM FIN-3A: BREAKDOWN OF REMUNERATION**

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Procuring Entity. This Form shall not be used as a basis for payments under Lump-Sum contracts.

A. Remuneration __								
No	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency # 3- as in FIN-2}	{Local Currency- as in FIN-2}
Key Experts								
K-1			[Home]					
			[Field]					
K-2								
Non-Key Experts								
N-1			[Home]					



N - 2			[Field]					
	Total							

**FORM FIN 3B: CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES**

*{This Form FIN 3B shall be used for Time-Based contracts only. If Lumpsum Contract is used, the Procuring Entity shall delete the FORMFIN-3B, FORM FIN-3C and FORM FIN-3D from the RFP before issuance to Consultants}*

Consultant: .....Country:  
 Assignment: .....Date:

We hereby confirm that:

- a) The basic fees indicated in the attached table are taken from the firm's pay roll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- b) attached are true copies of the latest pay slips of the Experts listed;
- c) the away-from-home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

.....  
 ..... [Name of Consultant]

Signature of Authorized Representative

Name:

.....  
 .....

Title:

.....  
 .....

Date:

.....  
 .....

**FORM 3C: FORM FOR CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES**  
*{This Form FIN 3C shall be used for Time-Based contracts only}*

**(Expressed in {insert name of currency\*})**

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/ Hour	Proposed Fixed Rate per Working Month/Day/ Hour <sup>1</sup>
Home Office									
Procuring Entity's									

{\* If more than one currency is used, use additional table(s), one for each currency}

1. Expressed as percentage of 1
2. Expressed as percentage of 4

## FORM FIN 3D: BREAKDOWN OF REMUNERATION RATES [FOR TIME BASED CONTRACTS ONLY]

### 1. Review of Remuneration Rates

- 1.1 The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. Form FIN3 C can be used to provide a breakdown of rates.
- 1.2 The Form FIN 3C shall be completed and attached to the Financial Form-3. As agreed at the negotiations, breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3 At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Procuring Entity is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.

### 2. Rate details are discussed below:

- (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus, except where these are included bylaw or government regulations.
- (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
- (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
- (iv) Cost of Leave The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

Leave cost as percentage of salary =  $\frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Procuring Entity is not charged for the leave taken.

- (v) Overheads are the Consultant's business costs that are not directly

related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Procuring Entity does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.

- (vi) *Profit* is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) *Away from Home Office Allowance or Premium or Subsistence Allowances* Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

**FORM FIN-4 BREAKDOWN OF REIMBURSABLE**

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Procuring Entity. This form shall not be used as a basis for payments under Lump-Sum contracts. This form shall be filled for Time-Based Contracts to form the basis of contract negotiations.

B. Reimbursable Expenses _____								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of							
	{e.g., Office rent}							
	.....							
	{Training of the Procuring Entity’s personnel – if required in TOR}							
Total Costs								

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Procuring Entity can set up a ceiling.



## **Section 6: Terms of Reference and Scope of Services**

### **TERMS OF REFERENCE FOR CONSULTANCY SERVICES FOR BASELINE GREEN HOUSE GASES EMISSION ASSESSMENT AND GRI SUSTAINABILITY REPORT FOR KPC FACILITIES**

#### **6.1 Organizational Background**

Kenya pipeline Company Ltd. operates a 450km long 14-inch diameter product pipeline from Mombasa to Nairobi known as Line I and has been in service since 1978. The pipeline was initially constructed to operate with four pump stations namely PS1 (Changamwe), PS3 (Maungu), PS5 (Mtito Andei) and PS7 (Sultan Hamud). In the year 2008, capacity enhancement project was carried out where new pump stations were constructed to boost pumping flow rates at PS2 (Samburu), PS 4(Manyani), PS 6(Makindu) and PS 8 (Konza). Subsequently, a third pump project where an additional seven pumps were installed in all the pump stations to increase the flow rates from 660 m<sup>3</sup>/hr to 880 m<sup>3</sup>/hr. In 2018, Line V a 20inch pipeline from Mombasa -Nairobi was constructed to replace the ageing Line 1 with a 1300m<sup>3</sup>/hr flow rate with the following stations on the pipeline PS1 (Changamwe), PS3 (Maungu), PS5 (Mtito Andei) and PS7 (Sultan Hamud).

Line I has Pump Stations and Depots distributed as follows; Kipevu Oil Storage Facility (PS14), Moi International Airport (PS 12), Changamwe Depot (PS 1), Samburu Pump Station (PS 2), Maungu Pump Station (PS 3), Manyani Pump Station (PS 4), Mtito Andei Pump Station (PS 5), Makindu Pump Station (PS 6), Sultan Hamud Pump Station (PS 7), Konza Pump Station, Jomo Kenyatta International Airport Depot (PS 9) and Nairobi Terminal (PS 10).

However, its important to note that Line 1 has been decommissioned with Line V operational.

Further into the hinterland Western Kenya Pipeline Extension project was constructed in 1992 with Nairobi to Eldoret pipeline, a 325 Km pipeline designated as Line II & a further pipeline was installed in 2008 known as Line IV, and from Sinendet to Kisumu, a 121Km pipeline designated as Line III and Line VI was constructed in 1994 and 2016 respectively.

Lines II, III, IV & VI have stations distributed as follows; Ngema (PS22), Morendat (PS23), Nakuru Depot (PS 25), Soilo Pump Station (PS24), Sinendet (PS26), Burnt Forest (PS26A), Eldoret Depot (PS27), and Kisumu Depot (PS28).

#### **6.2 Statement of Intent**

Climate change is one of the greatest present threats facing our planet. This threat is attributed to fossil fuels emissions that account for over 85% of global energy consumption and burning them is thought to cause 65% of man-made greenhouse gas (GHG) emissions. The resultant consequences are extreme

variability in climate with severe impacts on environmental, social and economic aspects on nation states, communities and individual businesses.

Therefore, the world as part of mitigating the impacts of climate change is largely looking towards constraining future access to fossil fuel-based energy to (relatively) safe levels and keep the increase in global mean surface temperatures well below 2°C as outlined in Paris climate accord ratified in 2015. To achieve the 2°C goal of the Paris Agreement (and even more so the 1.5°C) requires enhanced ambition and effective implementation of GHG mitigation abatement policies and actions with fossil fuel utilization minimization a key strategy to attain these targets.

The global implementation of climate mitigation measures, such as carbon emissions reduction targets, will change the trading landscape of hydrocarbon markets by reducing the demand for fossil fuel exports, leading to lower prices and diminished GDP growth. These changes are global with legislations to curb GHG emissions adopted in many countries including Kenya as part of commitment to The Paris Climate Accord. Kenya has committed itself under “Intended Nationally Determined Contribution (INDC)” program to reduce its greenhouse gas emission by 30 percent by 2030 affecting key sectors that emits GHGs like Oil & gas sector.

As part of this commitment by Kenya, various sectors have voluntary emission reduction targets to reduce their GHGs release into the atmosphere. Therefore, to adapt and mitigate against climate change implications and related global climate policies, businesses under the stewardship on national climate change policy are voluntarily taking actions to reduce their impacts on the environment.

KPC as a responsible corporate citizen has taken several adaptation and mitigation actions in the past. Presently, the company intends to undertake a baseline emission assessment from its various operations in order to determine the various operational aspects contributions to emission of GHGs in order to guide its short- and long-term carbon offset programs.

## **6.2 Activity linkage to Sustainable Development**

Fossil fuel as the main stay of industrialization emits carbon dioxide more than any other source of energy. Carbon dioxide emission among other Green House Gases (GHGs) is the dominant gas responsible for global warming and damaging impact of climate change. Given the enormity of the impact of climate change, the United Nations General Assembly in 2015 adopted 17 Sustainable Development Goals (SDGs) of which ‘goal 13’ was a call for climate action to mitigate the drastic effect of climate change by reducing global warming to 2°C above pre-industrial levels or 1.5°C by 2030.

This activity will promote sustainable development in the long term by;

- Supporting decision making based on scientific data that will help in uptake and implementation of operational decarbonization measures by businesses such as KPC, thereby reducing greenhouse gas emissions from our various operations and by extension reducing adverse impacts of climate change such as environmental and health problems.
- Identifying and developing solutions for decarbonization programs and operational measures to enhance commitment to GHG emission reduction.
- The project will initiate and promote Kenya's efforts to demonstrate and test technical solutions for reducing GHG emissions in oil and gas sector.
- Project will enhance knowledge and information sharing to support Kenya's and KPCs GHG reduction strategy.

KPC therefore is soliciting proposals from qualified firm(s) to provide the services of baseline GHG emission assessment and subsequently generate a GRI Sustainability Report.

The activity's Terms of Reference (TOR) are detailed below;

### **6.3 OBJECTIVE OF BASELINE GHG EMISSION ASSESSMENT AND GENERATION OF INITIAL SUSTAINABILITY REPORT**

The overall objective of Baseline GHG emission assessment and GRI Sustainability report release is to:

- Ensure a thorough and independent assessment of the GHG emissions from various operational activities of KPC,
- Generation a GRI sustainability report against the GRI 11: Oil and Gas Sector 2021 requirements in bid to facilitate KPC's sustainable transitioning to low carbon emission development.
- Conserving the energy and greenhouse gases (GHGs) used to distribute petroleum products and thereby reduce emissions of GHGs from KPC operations and contribute to a more sustainable energy growth path.
- Ensures compliance to legal and voluntary GHG emission reduction targets as industry requirements on reporting and reducing emissions.

## **C. SCOPE OF SERVICES**

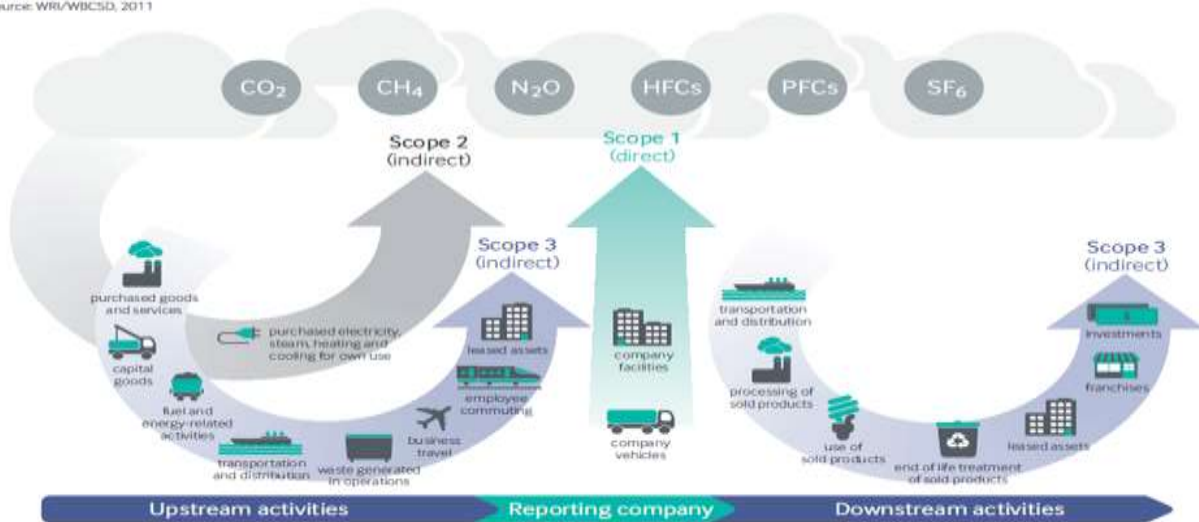
### **Broad Scope of Services**

The scope and procedure will be as guided by GRI 11: Oil and Gas Sector 2021; GHG Protocol - (WRI/WBCSD) Corporate Accounting and Reporting Standard; IPIECA guideline for reporting GHG emissions and Corporate Value Chain (Scope 3) IPIECA Standard requirements. This includes but no limited to:

## I. Preparation of:

- a. GHG Baseline Emission Assessment of KPC operations, the experts will establish among other GHG Inventory Management Plan:
  - Setting boundaries or limitations – These are boundaries or limits coming from the organization. This should be guided the principle of operational control to account for emissions.
  - Design and conduct inventory – identify emission sources, collect GHG data, validate data and designing of a reporting KPI report for GHG emissions internally.
  - Report, Review, Audit and Verify - reporting of GHG data, reviewing, approval, monitoring and setting targets for improvement.
- b. Generation of GRI Sustainability Report detailing findings from the assessment to be produced by the consultant as per GRI 11: Oil and Gas Sector 2021.

Figure 1  
GHG Protocol scopes and emissions across the value chain  
Source: WRI/WBCSD, 2011



**Figure 1: Emission Boundary Guidance**

The Consultant is therefore required to;

1. Undertake baseline GHG emission assessment from the following KPC operations and facilities
  - a) **Year 1:** Pump Station 1(Changamwe); 14 (Kipevu); 12(Moi International) ; 9(Embakasi); 10(Nairobi Terminal) & Head Quarters; 25(Nakuru) ; 27 (Eldoret) & 28 (Kisumu) **under Phase 1 of the Project.**
  - b) **Year 2:** Pump Station 2(Samburu); 3(Maungu); 4(Manyani); 5(Mtito Andei); 6(Makindu); 7(Sultan Hamud); 8 (Konza); 22 (Ngema); 23(Morendat); MTCC (Morendat Training Conference Centre) ; 24 (Soilo); 26(Sinendet); 26A(Burnt Forest), under Phase 2 of the Project.

*1 a) & 1 b) will be guided by scope 1, 2 and 3 GHG protocols scope and emissions across the value chain (Figure 1 above offers guidance). The Consultant will generate a GRI sustainability report at the end of Year 1 and Year 2*

## NOTES:

As part of the scope for each year, the Consultant will:

1. Prepare and submit 3No.hard copies report and 1No. soft copy (in CD) assessment reports and GRI as stipulated in the rules to the Client.
2. Train key staff (6No persons) on GHG emission assessment and GRI Sustainability Reporting.
3. Individual Consultants/Firms must adhere to KPC Safety Rules during the works within the plant area at the Depots. In particular, all personnel must have personal Protective Equipment i.e. a Safety Shoe, a helmet and an Overall/dust coat.
4. All equipment and instruments for measurements and testing should be intrinsically safe as per ATEX standard.

## **6.2 Presentations of Reports to KPC**

Presentation of assessment and GRI Reports

Presentation of reports shall be as follows:

- i. Inception draft report;
- ii. Final Report incorporating the clients Comments.
- iii. GRI Sustainability Report presentation.

The Consultant shall submit **THREE (3)** hard copies and **one (1)** soft copy of the GHG Emission Assessment Report and GRI Sustainability report to the Client.

## SECTION VII - TENDERING FORMS

### 1. FORM OF TENDER

#### **INSTRUCTIONS TO TENDERERS**

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

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

**ITT No.:** \_\_\_\_\_ *[insert number of ITT process]*

**Alternative No.:** \_\_\_\_\_ *[insert identification No if this is a Tender f or an alternative] To: \_\_\_* ***[insert complete name of Procuring Entity]***

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

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

Or

Option 2, in case of multiple lots: (a) Total price of each lot *[insert*

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

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

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

Name of Recipient	Address	Reason	Amount

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

- a) [*Delete if not appropriate, or amend to suit*] We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.
- m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- n) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best



Evaluated Tender or any other Tender that you may receive; and

- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
  
- p) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent tender Determination” attached below.
  
- q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from \_\_\_\_\_ (specify website) during the procurement process and the execution of any resulting contract.
  
- r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
  - i) Tenderer's Eligibility; Confidential Business Questionnaire—to establish we are not in any conflict to interest.
  - ii) Certificate of Independent Tender Determination—to declare that we completed the tender without colluding with other tenderers.
  - iii) Self-Declaration of the Tenderer—to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
  - iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

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

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

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

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

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

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

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

**Instruction to Tenderer**

Tenderer 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**

	<b>ITEM</b>	<b>DESCRIPTION</b>
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 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.

	<b>Names of Partners</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
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.

	<b>Names of Director</b>	<b>Nationality</b>	<b>Citizenship</b>	<b>% Shares owned</b>
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.

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

**ii) Conflict of interest disclosure**

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

**f) Certification**

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

Full Name

---

Title or Designation

---

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

*ate)*

\_\_\_\_\_  
*(D*

**ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying Letter of Tender to the

\_\_\_\_\_ [Name of Procuring Entity]  
for: \_\_\_\_\_

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) Has been requested to submit a Tender in response to this request for tenders;
  - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
  - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs(5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;

- b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a tender; or
  - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

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

**iii) SELF-DECLARATION FORMS**

**FORM SD1**

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

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

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

.....

....  
(Title)  
e)

.....  
.....  
(Signature)

(Date)

Bidder Official Stamp



**FORM SD2**

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

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

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

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

Bidder's Official Stamp

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

I,

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

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

Name of Authorized signatory.....  
.....

Sign.....  
.....

Position.....  
.....

Office address.....

Telephone.....

Email.....  
.....

Name of the Firm/Company.....  
.....

Date.....  
.....

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

Witness

Name.....  
.....

Sign.....  
.....

Date.....  
.....

#### **iv) APPENDIX1-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, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1above.

- 2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- 1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
  - 2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;
  - 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
    - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
    - b) if a contract has already been entered into with the person, the contract shall be voidable;
  - 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
3. An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
- a) Shall not take part in the procurement proceedings;

- b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
  - c) Shall not be a subcontractor for the tender to whom was awarded contract, or a member of the group of tenders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
4. An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 4.1 If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. etc.

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

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
  - i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v) “obstructive practice” is:
    - a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- b) acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
- c) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:  

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Act and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

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

expressing interest in

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

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

## 6. 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>



**7. 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:
Details	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
	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>
-------------------	----------------



## TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION

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

Date:

\_\_\_\_\_

ITT No. and title:

\_\_\_\_\_

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

## 11. FORM ELI -1.2

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

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

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

**12. FORM CON -2**

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

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

Date: \_\_\_\_\_ JV Member's

Name \_\_\_\_\_ ITT No. and

title: \_\_\_\_\_

**Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria**

Contract non-performance did not occur since 1<sup>st</sup> January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.

Contract(s) not performed since 1<sup>st</sup> January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1

<b>Year</b>	<b>Non-performed portion of contract</b>	<b>Contract Identification</b>	<b>Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)</b>
<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 non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

**Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria**

No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.

Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.

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

**Financial Situation and Performance**

Tenderer's Name:

Date:

\_\_\_\_\_

\_\_\_\_\_

JV Member's Name

\_\_\_\_\_

\_\_\_\_\_

ITT No. and title: **Financial Data**

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

\*Refer to ITT 15 for the exchange rate

### Sources of Finance

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

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

### Financial documents

The Tenderer and its parties shall provide copies of financial statements **for the last 3 years** pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor3.1. 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>2</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



**Average Annual Consultancy Turnover**

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

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

Member's Name \_\_\_\_\_ ITT

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

<b>Annual turnover data (consultancy 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 Consultancy Turnover *			

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

**15. FORM FIN-3.3:**

**Financial Resources**

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

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

**16. FORMFIN-3.4:**

**Current Contract Commitments / Works in Progress**

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

<b>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					

**17. FORM EXP-4.1**

**General Baseline Carbon Emission Assessment and Sustainability Report Consultancy Experience**

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

Date: \_\_\_\_\_ JV Member's

Name \_\_\_\_\_ ITT No. and

title: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_ pa

ges

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

**18. FORM EXP -4.2(a)**

**Specific Oil and Gas Baseline Carbon Emission Assessment and Sustainability Report Consultancy Experience**

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

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

Member's Name \_\_\_\_\_ ITT

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

<b>Similar Contract No.</b>	<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>			
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address:				
Telephone/fax number				
E-mail:				
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:				
1. Amount				
2. Physical size of required works items				
3. Complexity				
4. Methods/Technology				
5. Construction rate for key activities				
6. Other Characteristics				

**19. FORMEXP-4.2(b)**

**Consultants Experience in Key Activities**

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

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

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

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

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

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

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

<b>Information</b>																
Contract Identification																
Award date																
Completion date																
Role in Contract	<table border="1"> <tr> <td>Prime Contractor</td> <td>Member in Management Contractor</td> <td>Sub-contractor</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Prime Contractor	Member in Management Contractor	Sub-contractor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>									
Prime Contractor	Member in Management Contractor	Sub-contractor														
<input type="checkbox"/>	<input type="checkbox"/>	<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	<table border="1"> <tr> <td>Total quantity in the contract (i)</td> <td>Percentage participation (ii)</td> <td>Actual Quantity Performed (i) x (ii)</td> </tr> <tr> <td>Year 1</td> <td></td> <td></td> </tr> <tr> <td>Year 2</td> <td></td> <td></td> </tr> <tr> <td>Year 3</td> <td></td> <td></td> </tr> <tr> <td>Year 4</td> <td></td> <td></td> </tr> </table>	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	Year 1			Year 2			Year 3			Year 4		
Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)														
Year 1																
Year 2																
Year 3																
Year 4																
Procuring Entity's Name:																
Address: Telephone/fax number E-mail:																

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

## **SCHEDULE FORMS**

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

## **WORK SCHEDULES AND SPECIFICATIONS**



**1. The Specifications and Priced Activity Schedules**

<b>Date:</b> _____, <b>ITT No:</b> _____, <b>Alternative No:</b> _____ _____ of _____						<b>Page N°</b>
1	2	3	4	5	6	7
Service N°	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
<i>[insert number of the Service Line]</i>	<i>[insert name of Services]</i>		<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units]</i>	<i>[insert unit price per unit]</i>	<i>[insert total price per unit]</i>
Service Line No 1						
No 2						
No 3						
Service Package No 1	(a) Service Line 1					
	(b) Service Line 2					
	(c) Service Line 3					
					<b>Total Tender Price</b>	

Name of Tenderer *[insert complete name of Tenderer]* Signature of Tenderer *[signature of person signing the Tender]* Date *[insert date]*

Name of Tenderer .....*[insert complete name of Tenderer]* Signature of Tenderer *[signature of person signing the Tender]* Date *[insert date]*

**A detailed breakdown of costs to be given as per the table below:**

<b>Milestones/Output</b>	<b>Timeframe</b>
Client's receipt of the inception GHG emission assessment report, acceptable to the Client detailing consultant initial field data collection.	2 weeks after field data collection
Training of 6No KPC on GHG and GRI Sustainability Reporting	1 month after field data collection
Draft GHG emission assessment report acceptable to the Client detailing consultant comprehensive data collection.	3months
The final GHG emission assessment report acceptable to the Client detailing consultant comprehensive data collection.	1 month
The Sustainability report acceptable to the Client detailing consultant comprehensive data collection.	1 month
100% payment for work done in each year	

**2. Method Statement**

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

### **3. Work Plan**

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

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

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

**1. NOTIFICATION OF INTENTION TO AWARD**

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

For the attention of Tenderer's Authorized Representative

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

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

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

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

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

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

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

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

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

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

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

**1). The successful Tenderer**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In summary, there are four essential requirements:

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

**v). Standstill Period**

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

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

The Standstill Period may be extended as stated in Section 4 above. If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Procuring Entity:

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

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

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

\_\_\_\_\_



## 2 REQUEST FOR REVIEW

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

#### PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

**BETWEEN**

..... **APPLICANT**

**AND**

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

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

#### REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

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

---

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

**SIGNED**

**Board Secretary**

## 3 LETTER OF AWARD

*[Form head paper of the Procuring Entity]*

.....*[date]*

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

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

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

Please return the attached Contract  
dually signed

Authorized Signature:.....

.....

Name and Title of Signatory:.....

Name of Agency:.....

Attachment: Contract

**4. FORM OF CONTRACT** *[Form head paper of the Procuring Entity]* **LUMP SUM**

**REMUNERATION**

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

Appendix A: Description of the Services Appendix B: Schedule of Payments  
Appendix C: Subcontractors Appendix D: Breakdown of Contract Price  
Appendix E: Services and Facilities Provided by the Procuring Entity

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

- b) The Procuring Entity shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

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

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

.....[Authorized  
Representative]

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

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

.....[name of member]

.....[Authorized  
Representative]

..... [name of member]

.....[Authorized  
Representative]

**4 FORM OF TENDER SECURITY** (Bank Guarantee) *[The*

*bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.] [Guarantor Form head or SWIFT identifier code]*

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

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

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

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

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

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

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

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

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

This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process;

or (ii) twenty-eight days after the  
end of the Tender Validity Period.

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

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

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*[Signature(s)]*

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

**5 FORM OF TENDER SECURITY (TENDER BOND) [The**

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

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

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

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

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

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

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

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

Principal:

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

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



**6 FORM OF TENDER-SECURING DECLARATION**

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

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

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

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

To:..... *[complete name of Procuring*

*Entity]* We, the undersigned, declare that: We understand that, according

to your conditions, Tenders must be supported by a Tender-Securing

Declaration.

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

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

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

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

\_\_\_\_\_ Name of the person duly authorized to

sign the Tender on behalf of the Tenderer\*\* \_\_\_\_\_

\_\_\_\_\_ Title of the

person signing the Tender \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

## 18. SCHEDULE OF PAYMENT

1. Payment for the works shall be as follows;

<b>Activity</b>		<b>Payment Percentage (%)</b>
1.	Inception report	20
2.	Draft Report	30
3.	Final GHG Assessment Report	30
4.	GRI Report & Training	20

2. All payments shall be subject to the deduction of taxes as appropriate in accordance with the Contract.

3. There shall be NO deviation from these payment terms.