STANDARD TENDER DOCUMENT FOR PROCUREMENT

1) NAME AND CONTACT ADDRESS

MATUGA TECHNICAL AND VOCATIONAL COLLEGE.

P.O BOX 65-80403, KWALE

Email address: matugatvc2024@gmail.com

2) Invitation to Tender (ITT) No......
.....
.....
.....

3) Tender Name.....
.....
....

MATUGA TECHNICAL & VOCATIONAL COLLEGE
"PATHWAY TO EXCELLENCE"
Tel: +254 784 719 162
+254 722 303 104
Email: matugatvc2024@gmail.com
P.O BOX 65-80403
Kwale, Kenya
MATUGA
TECHNICAL & VOCATIONAL COLLEGE

Date: 7/10/2026

TENDER NOTICE

PRE-QUALIFICATION OF SUPPLIERS AND SERVICE PROVIDERS

Matuga Technical and Vocational College invites bids for registration of supply and delivery of the under-listed goods, works and services from interested and eligible suppliers for **financial year 2026-2028.**

CATEGORY A: TENDER FY 2026-2028

S/NO	CATEGORY NO	ITEM DESCRIPTION	ELIGIBILITY
1	**MATVC/TNDR/2026-2028/1**	Provision of security service	Open

CATEGORY B-REGISTRATION OF SUPPLIERS FY 2026-2028

CATEGORY B-GOODS

2	**MATVC/TNDR/2026-2028/2**	Supply and Delivery of fruit and vegetables	Youth, Women and PWD
3	**MATVC/TNDR/2026-2028/3**	Supply and Delivery of dairy and meat products e.g. yoghurt, milk, eggs, meat products, chicken ,chicken products, fish and fish products	Youth, Women and PWD
4	**MATVC/TNDR/2026-2028/4**	Supply and Delivery of dry goods e.g. maize, rice, beans, flour etc.	Open
5	**MATVC/TNDR/2026-2028/5**	Supply and Delivery of stationary and general office supplies	Open
6	**MATVC/TNDR/2026-2028/6**	Supply and Delivery of cleaning materials, detergent and disinfectants	Youth, Women and PWD
7	**MATVC/TNDR/2026-2028/7**	Supply and Delivery of cosmetology materials, equipment and accessories	Open
8	**MATVC/TNDR/2026-2028/8**	Supply and Delivery of , electrical and electronic accessories, appliances and equipment	Open
9	**MATVC/TNDR/2026-2028/9**	Supply and Delivery of civil engineering materials, hardware ,Plumbing and fitting items	Open
10	**MATVC/TNDR/2026-2028/10**	Supply and Delivery of Sport equipment, Sport uniforms and Games equipment	Open

11	**MATVC/TNDR/2026-2028/11**	Supply and Delivery of cooking gas	Open
12	**MATVC/TNDR/2026-2028/12**	Supply and Delivery of charcoal	Youth, Women and PWD.
13	**MATVC/TNDR/2026-2028/13**	Supply and Delivery of ICT Equipment, Computers, Printers, Power back up, Tonners, Inks and Projectors.	Open
14	**MATVC/TNDR/2026-2028/14**	Supply and Delivery of Sewing Machines/Spares Parts and Hospitality Equipment i.e. Cutlery, Kitchen Equipment	Open
15	**MATVC/TNDR/2026-2028/15**	Supply and Delivery of Office furniture, fittings ,tents	Open
16	**MATVC/TNDR/2026-2028/16**	Supply and Delivery of Firefighting Equipment and Servicing	Open

CATEGORY B: PROVISION OF SERVICES AND WORKS

17	**MATVC/TNDR/2026-2028/17**	Provision of Repair and Maintenance Services for Cooling Systems e.g., Refrigeration etc.	Open
18	**MATVC/TNDR/2026-2028/18**	Provision of Repair and Maintenance Services of Office Equipment and Machines	Open
19	**MATVC/TNDR/2026-2028/19**	Provision of Small Construction works, Repairs, Maintenance & Borehole Rehabilitation Services	Open
20	**MATVC/TNDR/2026-2028/20**	Supply and delivery of staff uniforms personal protective equipment	0pen
21	**MATVC/TNDR/2026-2028/21**	Provision of Internet Services	Open
22	**MATVC/TNDR/2026-2028/22**	Provision for printing services i.e. logbooks, receipt books, LPO, LSO, printing and branding services, promotional brochures and branded t-shirts.	Youth ,women ,PWD
23	**MATVC/TNDR/2026-2028/23**	Provision of insurance services for students in attachment ,assets and staff	Open
24	**MATVC/TNDR/2026-2028/24**	Provision for enterprise resource planning,(ERP) Management information system (MIS).	Open
25	**MATVC/TNDR/2026-2028/25**	Provision of event organization services ,i.e., Tents, chairs, decoration, and public address system	Open

MANDATORY REQUIREMENTS

NO	**REQUIREMENT**	**SCORE**
1.	Certified copy of Certificate of Registration/incorporation	Mandatory
2.	Certified copy of CR12 certificate	Mandatory
3.	Certified copy of Valid Tax compliance certificate/Exemption Certificate	Mandatory
4.	Current Year Single Business Permit for the firm bidding, from either Mombasa County or other counties.	Mandatory
5.	Certified Declaration that at least seventy percent (70%) of the company/ enterprise's ownership are youth, women or PWD respectively. (Where firm is restarted in partnership with others not of the above indicate)	Mandatory
6.	Certified of Registration from the Directorates of public procurement under AGPO	Mandatory
7.	Copies of National Identity Cards (IDs) or valid passport of all Directors of the company/enterprise	Mandatory
8.	A firm MUST be registered in e-GP	Mandatory

A complete set of tender documents in English may be purchased or obtained by interested tenders upon payment of a non- refundable fees of **ksh 1,000** (*one thousand shillings only*) Banker's Cheque and payable to the address given below.

BANK: **KENYA COMMERCIAL BANK**
ACCOUNT NAME: **MATUGA TECHNICAL AND VOCATIONAL COLLEGE.**
A/C NO: **1333234589**

Tender documents may be viewed and downloaded for free from the website **matugatvc.ac.ke**

- The completed documents shall be submitted in plain sealed envelopes with the tender number clearly written on top –left of the envelope and addressed to:

  The Principal,
  Matuga Technical and Vocational College,
  P.O Box: 65-80403
  KWALE

The document should be deposited in the tender box provided at Matuga Technical and Vocational College next to procurement office on or before 2nd November 2026 at11.00am. Tender opening will follow thereafter and all interested bidders or their representatives are encouraged to attend the tender opening exercise at MATUGA **TECHNICAL AND VOCATIONAL COLLEGE at the cosmetology workshop.**

NOTE:

a) **Submission of names shall be continuous and registration list be updated periodically as prescribed in the regulation and the public procurement and asset disposal ACT 2015.**
b) **Youth, women and people living with disabilities (PWD) are encouraged to apply**
c) **All forms of canvassing will lead to automatic disqualification.**
d) **This listing of supplier's exercise may lead to the development of framework Agreements.**

Approved by:

Ms. Eunice Nderitu
Principal

1. INVITATION TO TENDER

CONTRACT NAME AND DESCRIPTION:

.....
.....

2. MATUGA TECHNICAL AND VOCATIONAL COLLEGE invites sealed tenders for the supply of goods, services and works.

3. Tendering will be conducted under open competitive method (National) using a standardized tender document. Tendering is open to all qualified and interested Tenderers.

4. Tendering is open to all Small and Medium Enterprises registered appropriately. Reserved tender is only open to the special groups registered appropriately with national treasury and have AGPO certificates.

5. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours *[0800hrs to 1700hrs] at* the address given below.

6. A complete set of tender documents in English may be purchased or obtained by interested tenders upon payment of a non- refundable fees of ksh 1,000 (*one thousand shillings only*) Banker's Cheque and payable to the address given below.

Tender documents may be viewed and downloaded for free from the website matugatvc.ac.ke

7. Tenderers who download the tender document must forward their particulars immediately to (matugatvc2024@gmail.com.) to facilitate any further clarification or addendum.

8. Completed tenders must be delivered to the address below on or before **2nd November 2026 at 1100hrs** (Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below).

9. Electronic Tenders ***will not be*** permitted.

10. Tenders will be opened immediately after the deadline date and time specified above..

11. Late tenders will be rejected.

12. The addresses referred to above are:

a. Address for obtaining further information and for purchasing tender documents

MATUGA TECHNICAL AND VOCATIONAL COLLEGE

b. Physical address for hand Delivery to an office or Tender Box (NEAR THE PROCUREMENT OFFICE)

c. Postal Address (P.O BOX 65-80403 KWALE)

d. All tenders must be addressed to the principal. In case of enquiries contact 0707794431/0781503249 or email address matugatvc2024gmail.com

SECTION I: INSTRUCTIONS TO APPLICANTS (ITA)

A General 1.

1.1 The name of the procuring Entity inviting for applications is defined in the **PDS.**The particular type of contract (works, goods or non-consulting services required) and its name and description of the contract (s) and its reference number are defined in the **PDS.** If the scope of contract so defined is in multiple contracts, it will be specified in the **PDS** if prequalification will be based on individual contracts or multiple contracts. The full scope of works or goods or non- consulting services are described in section v (scope of works or goods contract).

2. Fraud and Corruption

2.1 The Government of Kenya requires compliance with Anti-Corruption laws and its prevailing sanctions policies and procedures.

2.2 Matuga TVC requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any Applicant found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Applicant.

3. Eligible Tenderers

3.1 A Tenderer may be a firm that is a private entity, an individual, a state-owned enterprise or institution subject to ITA3.7, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Public employees and their close relatives *(spouses, children, brothers, sisters and uncles and aunts)* are not eligible to participate in the tender.

In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **PDS.**

3.2 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.

3.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:

a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
b) receives or has received any direct or indirect subsidy from another Tenderer; or
c) has the same - representative or ownership as another Tenderer; or
d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the Tender; or
f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or

g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the **TDS** 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or has a close business or family relationship with a professional staff of the Procuring Entity (or of the project implementing agency, who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.

3.4 A tenderer shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.

3.5 A firm that is a Tenderer (either individually or as a JV member) shall not submit more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.

3.6 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITA3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.

3.7 A Tenderer that has been debarred by the PPRA from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the PPRA's website Matugatvc.ac.ke

3.8 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis. Public employees and their close relatives are not eligible to participate in the tender.

3.9 Tenderers may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting for supply of goods or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

3.10 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

3.11 Where the law requires tenderers to be registered with certain authorities in Kenya, such registration requirements shall be defined in the **PDS**

3.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition
For tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.

3.13 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

4. Eligible Goods and Related Services

4.1 All the Goods and Related Services to be supplied under the Contract shall have their origin in any country that is eligible in accordance with ITA 3.9.

4.2 For purposes of this ITA, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" include services such as insurance, installation, training, and initial maintenance.

4.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

4.4 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

B. CONTENTS OF THE PREQUALIFICATION DOCUMENTS

5. Sections of prequalification Document

5.1 The prequalification document consists of Parts 1, and 2, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITA6.

PART 1: Tendering Procedures

Section I - Instructions to Applicants (ITA)
Section II - prequalification Data Sheet (PDS)
Section III - Qualification Criteria and requirements
Section IV – Application F o r m s

PART 2: Works, Goods or Non-consulting services Requirements

v) Section V – Scope of Works, Goods or Non-consulting services.

5.2 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the minutes of the pre-Application meeting (if any), or addenda to the prequalification document in accordance with ITA 8.

5.3 The Applicants is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its application all information or documentation as is required by the prequalification document.

6. Clarification of Tendering Document

6.1 An Applicant requiring any clarification of the prequalification Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **PDS.** The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **PDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all Applicants who have acquired the prequalification documents directly from the Procuring Entity, including a description of the inquiry but without identifying its source. If so specified in the **PDS,** the Procuring Entity shall also promptly publish its response at the web page identified in the **PDS.**

6.2 The Procuring Entity shall specify in the **PDS** if a pre-application conference will be held, when and where. The Tenderer's designated representative is invited to attend a pre-Qualification meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

6.3 The Applicant is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **PDS before** the meeting.

6.4 Minutes of the pre-Tender meeting, if applicable, including the text of the questions asked by Applicant and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Applicant who have acquired the pre-Qualification Documents. Minutes shall not identify the source of the questions asked.

7. Amendment of Tendering Document

7.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the tendering document by issuing addenda.

7.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tender document from the Procuring Entity. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page indented in the PDS.

7.3 To give prospective applicants reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITA 14.2.

C. Preparation of Tenders

8. Cost of Applications

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

9. Language of Tender

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

10. Documents Comprising the Tender

10.1 The Application shall comprise the following:

A. Application submission letter in accordance with ITA11:1

B. Eligibility: documentary evidence in accordance with ITA 12.1 establishing the APPLICANT eligibility to tender;

C. Qualifications: documentary evidence in accordance with ITA 12 establishing the applicant qualifications to perform the Contract if its Tender is accepted;

D. Any other document required in the **PDS**.

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

11. Application submission letter

11.1 The Applicant shall complete an Application submission letter as provided in section IV (Application Form). This letter must be complete without any alteration to its format.

12. Documents Establishing the Eligibility and Qualifications of the Applicant

12.1 To establish Tenderer eligibility in accordance with ITA 4, T h e Applicant shall complete the e l i g i b i l i t y d e c l a r a t i o n s i n t h e a p p l i c a n t s u b m i s s i o n l e t t e r a n d Form ELI (eligibility) 1.1 and 1.2, included in section IV (application form)

13. Format and Signing of Tender

13.1 The Applicant shall prepare one original of the documents comprising the Applicant as described in ITA 11 and clearly mark it "ORIGINAL. The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Applicant.

13.2 The Applicant shall submit copies of the signed original application, in the specified in the PDS, and clearly mark them COPY. In the event of any discrepancy between original and the copies, the ORIGINAL shall prevail.

D. Submission and Opening of Applications

14. Sealing and Marking of Applications

14.1 The Applicant shall enclose the original and the copies of the application in a sealed envelope that shall: a) bear the name and address of the Applicant.

b) bear the name and address of the Procuring Entity

c) Bear the specification of this prequalification process indicate in the PDS 1.1.

14.2 Where a tender package or container cannot fit in the tender box, the procuring entity shall:

a) Specify in the **TDS where** such documents should be received.

b) Maintain a record of tenders received and issue acknowledgement receipt note to each tenderer specifying time and date of receipt.

c) Ensure all tenders received are handed over to the tender opening committee for opening at the specified opening place and time.

14.3 If an envelope is not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement of the application

15. Deadline for Submission of Tenders

15.1 Tenders must be received by the Procuring Entity at the address and no later than 05th June 2026 at 10:00am.

15.2 Matuga TVC may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITA 8, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

16. Late Tenders

16.1 Matuga TVC shall not consider any Application that arrives after the deadline for submission of Application. Any Applications received by the Procuring Entity after the deadline for submission shall be declared late, rejected, and returned unopened to the Applicant.

17. Tender Opening

17.1 Matuga TVC shall open all application at the date, time and place specified in the PDS. Late Applications shall be treated in accordance with ITA 22.1

17.2 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:

a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;

b) Number of pages of each tender document submitted.

17.3 The Applicants' representatives who are present shall be requested to sign the record. The omission of an Applicant signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be issued to a Tenderer upon request.

E. Evaluation and Comparison of Tenders

18. Confidentiality

18.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the tendering process until the information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.

18.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.

18.3 from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

19. Clarification of Tenders

19.1 To assist in the examination, evaluation, comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing.

19.2 If a Tenderer does not provide clarifications of it’s Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

20. Determination of Responsiveness

20.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of The Tender itself, as defined in ITT28.2.

20.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

a) if accepted, would:

i) Affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or ii) limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer obligations under the Contract; or

b) If rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

20.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 15 and ITT 16, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

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

21. Non-conformities, Errors and Omissions

21.1 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.

21.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

21.3 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the PDS**. The adjustment shall be based on the ***average*** price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.

22. Margin of Preference and Reservations

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

23. Evaluation of Tenders

23.1 The Procuring Entity shall use the criteria and methodologies listed I n Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Lowest Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and who's Tender has been determined to be:

a) substantially responsive to the tender documents; and

b) The lowest evaluated price.

23.2 Price evaluation will be done for Items or Lots (contracts), as specified **in the PDS;** and the Tender Price as quoted in accordance with ITT 14. To evaluate a Tender, the Procuring Entity shall consider the following:

a) price adjustment due to unconditional discounts offered in accordance with ITT 13.4;
b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 31;
c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 29.3; and
d) Any additional evaluation factors specified **in the PDS** and Section III, Evaluation and Qualification Criteria.

23.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

23.4 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 33.2. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

23.5 The Procuring Entity's evaluation of a Tender will include and consider:

a) in the case of Goods manufactured in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer;

b) in the case of Goods manufactured outside Kenya, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Tenderer;

23.6 The Procuring Entity's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified in the **TDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The additional criteria and methodologies to be used shall be as specified in ITT 33.2(d).

24. Comparison of Tenders

24.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 33.2 to determine the Tender that has the lowest evaluated cost. The comparison shall be on the basis of total cost (place of final destination) prices for all goods and all prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Kenya, together with prices for any required installation, training, commissioning and other services.

25. Abnormally Low Tenders

25.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns with the Procuring Entity as to the capability of the Tenderer to perform the Contract for the offered Tender price. 25.2 In the event of identification of a potentially Abnormally Low Tender by the evaluation committee, the Procuring Entity shall seek written clarification from the Tenderer, including a detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the tendering document

25.3 After evaluation of the price analysis, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the contract for the offered Tender price, the Procuring Entity shall reject the Tender.

26. Abnormally High Tenders

26.1 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

26.2 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 Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

a) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.

b) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

26.3 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause relevant Government Agencies to institute an investigation on the cause of the compromise, before retendering.

27. Post-Qualification of the Tenderer

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

27.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer qualifications submitted by the Tenderer. The determination shall not take into consideration the qualifications of other firms such as the Tenderer subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the tendering document), or any other firm(s) different from the Tenderer.

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

28. Lowest Evaluated Tender

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

a) most responsive to the Tender document; and
b) The lowest evaluated price.

29. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders.

29.1 The Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to notification Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

30. Award Criteria

30.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender in accordance with procedures in Section 3: Evaluation and Qualification Criteria.

31. Procuring Entity's Right to Vary Quantities at Time of Award

31.1 **T h e** Procuring Entity reserves the right at the time of Contract award to increase or decrease, by the percentage (s) for items as indicated **in the TDS.**

32. Notice of Intention to enter into a Contract

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

32.1 The name and address of the Tenderer submitting the successful tender;

32.2 The Contract price of the successful tender;

32.3 A statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;

32.4 The expiry date of the Standstill Period; and

32.5 instructions on how to request a debriefing and/or submit a complaint during the standstill period;

33. Standstill Period

33.1 The Contract shall not be awarded earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied candidate to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

33.2 Where standstill period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract to the successful Tenderer.

34. Debriefing by the Procuring Entity

34.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 41, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

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

35. Letter of Award

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21days of the date of the letter.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

This section contains all the methods, criteria and requirements that the procuring Entity shall use to evaluate Applications, all in one form "Eligibility and Qualification Criteria". The information to be provided in relation to each requirement and definitions of the corresponding terms are included in the form.

A. MANDATORY REQUIREMENTS FOR GENERAL PUBLIC (COPIES TO BE ATTACHED)

NO	**REQUIREMENT**	**SCORE**
1.	Certified copy of Certificate of Registration/incorporation	Mandatory
2.	Certified copy of CR12 certificate	Mandatory
3.	Certified copy of Valid Tax compliance certificate/Exemption Certificate	Mandatory
4.	Current Year Single Business Permit for the firm bidding, from either Mombasa County or other counties.	Mandatory
5.	Copies of registration with **RELEVANT REGULATORY BODIES** Where applicable e.g., IATA, Pharmacy Poisons Board, LSK, NEEMA, NCA etc.	Mandatory
6.	Current Practicing Certificates for Professionals where applicable	Mandatory
7.	Copies of National Identity Cards (IDs) or valid passport of all. Directors of the company/enterprise	Mandatory

Please Note

*Any applicant who fails to provide **ALL** the mandatory requirement shall **NOT** proceed to the Next stage of the evaluation.*

B: OTHER REQUIREMENT

N. o	**Requirements**	**Score**
1	Duly filled Application form	**20**
2	Financial Position i) Firm's audited accounts/Bank Statement for 3months. (Attach proof) ii) Letter of reference from the banker regarding supplier's credit ii)State Credit period -30 days -60 days - 90 days	**10**
3	Duly filled Confidential Business Questionnaires	**10**
4	Relevant Past Experience a) Provide names of three clients (organizations) i)First client Organization (Attach documental evidence) ii)Second client Organization (Attach documental evidence) iii)Third client Organization (Attach documental evidence) iv)Other	**10**
5	Sworn statement	**10**
	OTHERS	
7	Company profile & Organizational chart	**10**
8	Clearly marked tender top page	**5**
9	Provide two copies of tender documents	**5**
	TOTAL	**80**

PLEASE NOTE
The minimum pass mark to qualify for prequalification shall be 50. Applicants who will not meet this minimum pass mark shall be disqualified at this stage

Application under the categories specified to be reserved for youth, women and PWD FIRMS, shall be evaluated as follows

A) MANDATORY REQUIREMENTS

NO	**REQUIREMENT**	**SCORE**
1.	Certified copy of Certificate of Registration/incorporation	Mandatory
2.	Certified copy of CR12 certificate	Mandatory
3.	Certified copy of Valid Tax compliance certificate/Exemption Certificate	Mandatory
4.	Current Year Single Business Permit for the firm bidding, from either Mombasa County or other counties.	Mandatory
5.	Certified Declaration that at least seventy percent (70%) of the company/ enterprise's ownership are youth, women or PWD respectively. (Where firm is restarted in partnership with others not of the above indicate)	Mandatory
6.	Certified of Registration from the Directorates of public procurement under AGPO	Mandatory
7.	Copies of National Identity Cards (IDs) or valid passport of all. Directors of the company/enterprise	Mandatory

N/B. Certification must be by a commissioner of oaths

Please Note
*Any applicant who fails to provide **ALL** the mandatory requirement shall **NOT** proceed to the Next stage of the evaluation.*

B: OTHER REQUIREMENT

N. o	**Requirements**	**Score**
1	Duly filled Application form	**20**
2	State Credits period -30 days -60 days - 90 days	**10**
3	Duly filled Confidential Business Questionnaires	**10**
4	Sworn statement	**10**
	OTHERS	
7	Company profile & Organizational chart	**10**
8	Clearly marked tender top page	**8**
9	Provide two copies of tender documents	**2**
	TOTAL	**70**

PLEASE NOTE
The minimum pass mark to qualify for prequalification shall be 50. Applicants who will not meet this minimum pass mark shall be disqualified at this stage

SECTION IV: APPLICATION FORMS APPLICATION SUBMISSION LETTER

Date of this Tender submission..... *[Insert Date (as day, month and year) of Tender submission]* **Tender Name and Identification**:

.....

[Insert identification]

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 Instructions to tenderers (ITA 6);

b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest.

c) **Conformity:** We offer to supply in conformity with the Tendering document and in Accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [*insert a brief description of the Goods and Related Services*];

(h 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 Procuring Entity. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;

i) **Commissions, gratuities, 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, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient		Reason	

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

j) **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

k) **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) **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.

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: ……..

Name of the person duly authorized to sign the Tender on behalf of the tenderer: ……...

Title of the person signing the Tender: …….

Signature of the person named above: ……

Date signed ……. day **of ……, ……**

*****: In the case of the Tender submitted by a 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. The power of attorney shall be attached with the Tender Schedules.

APPLICANT INFORMATION FORM

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

Tender Name and Identification: ..... ……

……

Page_____of_ _____pages

1. Tenderer's Name
2. In case of JV, legal name of each member:
3. Tenderer's actual or intended country of registration:
4. Tenderer's year of registration:
5. Tenderer's Address in country of registration:
6. Tenderer's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents ☐ For Kenyan Tenderers a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14. ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.4. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.1. ☐ In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: (i) Legal and financial autonomy (ii) Operation under commercial law (iii) Establishing that the tenderer is not under the supervision of the Procuring Entity 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

a) Instruction to Tenderer

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

A. Tenderer's details

	ITEM	**DESCRIPTION**
1	Name of the Procuring Entity	
2	Name of the Tenderer	
3	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.
4	Reference Number of the Tender	
5	Date and Time of Tender Opening	
6	Current Trade License No and Expiring date	
7	Maximum value of business which the Tenderer handles.	
8		

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____

Age_____Nationality _____

Country of Origin_____Citizenship _____

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(d) Registered Company, provide the following details.

i) Private or public Company _____

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

Nominal Kenya Shillings (Equivalent) ……

Issued Kenya Shillings (Equivalent) ……

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

(e) Certification

On behalf of the Tenderer, I certify that the information given above is correct.

Full Name_____

Title or Designation_____

(Signature) *(Date)*

SELF-DECLARATION FORMS

FORM SD1

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

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

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of..... *(Insert name of the Company)* who is a Bidder in respect of **Tender No.** ..... For..... *(Insert tender title/description)* for..... *(Insert name of the Procuring entity)* and duly authorized and competent to make this statement.

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

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

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

Bidder Official Stamp

FORM SD2

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of.....……...…… *(Insert name of the Company)* who is a Bidder in respect of **Tender No**. ..... For..... *(Insert tender title/description) f*or..... *(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 herein above is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....
Sign…….....

Position.....

Office address……. Telephone…….....……

E-mail…….....……

Name of the Firm/Company…….....……

Date…….....……

(Company Seal/ Rubber Stamp where applicable)

Witness

Name …….....…….

Sign…….....…

TENDERER'S JV MEMBERS INFORMATION FORM

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

Date *of Tender submission*……

Tender Name and Identification……

…….

Page_____of_____pages

1. Tenderer's Name: *[insert Tenderer's legal name]*
2. Tenderer's JV Member's name:
3. Tenderer's JV Member's country of registration:
4. Tenderer's JV Member's year of registration:
6. Tenderer's JV Member's legal address in country of registration:
6. Tenderer's JV Member's authorized representative information Name: Address Telephone/Fax numbers Email Address:

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

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

I certify, on behalf of _____ *[Name of Tenderer]* that:

1. I have read and I understand the contents of this Certificate;

2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;

4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
   a) has been requested to submit a Tender in response to this request for tenders;
   b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;

5. The Tenderer discloses that [check one of the following, as applicable]:
   a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
   b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   a) prices;
   b) methods, factors or formulas used to calculate prices;
   c) the intention or decision to submit, or not to submit, a tender; or
   d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;

8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever 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]

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....
Sign…….....

Position.....

Office address……. Telephone…….....……

E-mail…….....……

Name of the Firm/Company…….....……

Date…….....……

(Company Seal/ Rubber Stamp where applicable)

Witness

Name …….....……

Sign…….....……

Date…….....……

TENDERER'S JV MEMBERS INFORMATION FORM

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

Date *of Tender submission*……

Tender Name and Identification……

……

Page_____of_____pages

1. Tenderer's Name: *[insert Tenderer's legal name]*
2. Tenderer's JV Member's name:
3. Tenderer's JV Member's country of registration:
4. Tenderer's JV Member's year of registration:
6. Tenderer's JV Member's legal address in country of registration:
6. Tenderer's JV Member's authorized representative information Name: Address Telephone/Fax numbers Email Address: