



**KENYA TRADE NETWORK AGENCY (KENTRADE)**  
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## **TENDER FOR THE PROVISION OF AN AUDIT, RISK AND COMPLIANCE MANAGEMENT SYSTEM**

**TENDER NO: KTNA/OT/04/2025-2026**

**CLOSING DATE: Thursday, March 26, 2026 at 10:00am.**

## INVITATION TO TENDER

March 12, 2026

**TENDER NO: KTNA/OT/04/2025/2026**

### **TENDER FOR THE PROVISION OF AN AUDIT, RISK AND COMPLIANCE MANAGEMENT SYSTEM**

1. The Kenya Trade Network Agency (KenTrade) invites sealed tenders for the provision of an Audit, Risk and Compliance Management System.
2. Tendering will be conducted under open National competitive method using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
3. Eligible and interested bidders may obtain further information and inspect the bidding documents at Supply Chain Office at the Kenya Trade Network Agency (KenTrade) Headquarters on 1<sup>st</sup> Floor, Embankment Plaza, Upper Hill between 8.00am and 5.00pm Kenyan Time, Monday to Friday except lunch time between 1.00pm to 2.00pm and on public holidays.
4. A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Kshs. 1,000/= (One thousand shillings only) deposited in KenTrade's Co-operative Bank Account no. 01141162178000, Account Name: Kenya Trade Network Agency, Upper Hill Branch.
5. The document may also be downloaded free of charge from the Public Procurement Information Portal [www.tenders.go.ke](http://www.tenders.go.ke) and/or the Kenya Trade Network Agency website at the following link; **<http://www.kentrade.go.ke/index.php/procurement/tenders>**.

Bidders who download the tender document from the government portal must register with KenTrade, giving full details of the company name, postal, physical, email and telephone addresses through the email address; [procurement@kentrade.go.ke](mailto:procurement@kentrade.go.ke) for the purposes of receiving any future communication.

6. Prices quoted should be inclusive of all taxes and service delivery costs, must be expressed in Kenya shillings and will remain valid

for **175 days** from date of tender opening.

7. All tenders must be accompanied by a tender security worth **Kenya Shillings One Hundred Twenty Thousand Only (Kshs. 120,000.00)** and valid for **150 days** from the date of tender closing in any of the following forms; - a bank guarantee; a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority and listed by PPRA.
8. The Tenderer shall chronologically serialize all pages and attachments of the tender
9. Completed tenders must be delivered to the address below or before **Thursday, March 26, 2026, at 10:00am.**

**The Chief Executive Officer,  
Kenya Trade Network Agency - KENTRADE  
P. O. Box 36943-00200  
Nairobi.**

10. Electronic Tenders will not be permitted.
11. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the KenTrade Board room on 1<sup>st</sup> floor, Embankment Plaza in Upper Hill.
12. Late tenders will be rejected.

**CHIEF EXECUTIVE OFFICER**

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# **PART 1 - TENDERING PROCEDURES**

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## SECTION I -INSTRUCTIONS TO TENDERERS

### A. General

#### 1 Scope of Tender

- 1.1 This tendering document is for the delivery of Non-Consulting Services, as specified in Section V, Procuring Entity's Requirements. The name, identification and number of this tender are specified in the **TDS**.

#### 2 Throughout this tendering document:

##### 2.1 The terms:

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

- 2.2 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date provided **in the TDS**.

#### 3 Fraud and Corruption

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

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

- 3.3 **Unfair Competitive Advantage** - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **TDS** and make available to all the firms together with this tender document all Information that would in that respect give such firm any unfair competitive advantage over competing firms.
- 3.4 Unfair Competitive Advantage-Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. The Procuring Entity shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

#### **4 Eligible Tenderers**

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned entity or institution subject to ITT 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a sub contract or in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.
- 4.2 Public Officers, of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse in which they have a substantial or controlling interest shall not be eligible to tender or be awarded contract. Public Officers are also not allowed to participate in any procurement proceedings.

- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
  - b Receives or has received any direct or indirect subsidy from another Tenderer; or
  - c has the same legal representative as another Tenderer; or
  - d has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
  - e or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Tender; or
  - f or any of its affiliates has been hired (or is proposed to be hired) by 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 ITT 2. 1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - h has a close business or family relationship with a professional staff of 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 conflicts stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.
- 4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the

disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member may participate as a sub-contractor in more than one Tender.

- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4 .9.
- 4.6 A Tenderer that has been sanctioned by PPRA or are under a temporary suspension or a debarment imposed by any other entity of the Government of Kenya shall be ineligible to be pre-qualified for, initially selected for, tender for, propose for, or be awarded a contract during such period of sanctioning. The list of debarred firms and individuals is available at the PPRA Website [www.ppra.go.ke](http://www.ppra.go.ke)
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they: (i) are legally and financially autonomous; (ii) operate under Commercial law; and (iii) are not under supervision of the Procuring Entity.
- 4.8 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council take under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person or entity in that country.
- 4.9 A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
- 4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is provided in "SECTION III-EVALUATION AND

*QUALIFICATION CRITERIA, Item 9".*

- 4.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not sub contract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 4.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website [www.cak.go.ke](http://www.cak.go.ke)
- 4.13 A Tenderer may be considered ineligible if he/she offers goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.
- 4.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate is sued by the Kenya Revenue Authority.

*5 Qualification of the Tenderer*

- 5.1 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.3, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. *Contents of Tendering Document*

6 *Sections of Tendering Document*

6.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 10.

*PART 1: Tendering Procedures*

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tender Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

*PART 2: Procuring Entity's Requirements*

- v) Section V-Procuring Entity's Requirements

*PART 3: Contract*

- vi) Section VI - General Conditions of Contract (GCC)
- vii) Section VII - Special Conditions of Contract (SCC)
- viii) Section VIII - Contract Forms

6.2 The Invitation to Tender (ITT) notice or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.

6.3 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-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

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

1. *Site Visit*

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

## 8 *Pre-Tender Meeting*

- 8.1 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender site visit will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.
- 8.3 Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the service, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT6.3. Minutes shall not identify the source of the questions asked.
- 8.4 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the service at the web page identified **in the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

## 9 *Clarification of Tender Documents*

- 9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting and the pre-arranged pretender visit of the site of the Service if provided for in accordance with ITT 8.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly

publish its response at the webpage identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 8.4.

#### 10 *Amendment of Tender Documents*

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

10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.4.

10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below.

#### C. Preparation of Tenders

#### 11 *Cost of Tendering*

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

#### 12 *Language of Tender*

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

#### 13 *Documents Comprising the Tender*

13.1 The Tender shall comprise the following:

- a **Form of Tender** prepared in accordance with ITT 14;
- b **Schedules:** priced Activity Schedule completed in accordance with

- ITT 14 and ITT 16;
- c **Tender Security or Tender-Securing Declaration** in accordance with ITT 21.1;
  - d **Alternative Tender:** if permissible in accordance with ITT 15;
  - e **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
  - f **Qualifications:** documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
  - g **Tenderer's Eligibility:** documentary evidence in accordance with ITT 19 establishing the Tenderer's eligibility to Tender;
  - h **Conformity:** documentary evidence in accordance with ITT 18, that the Services conform to the tendering document; and
  - i Any other document required in the
- TDS.**

The Tenderer shall chronologically serialize pages of all tender documents submitted.

- 13.2 In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.
- 13.3 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

#### *14 Form of Tender and Activity Schedule*

- 14.1 The Form of Tender and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 22.3. All blank spaces shall be filled in with the information requested.
- 14.2 The Tenderer shall furnish in the Form of Tender information on

commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

15 *Alternative Tenders*

15.1 Unless otherwise indicated **in the TDS**, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Best Evaluated Tender shall be considered by the Procuring Entity.

15.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the TDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.

15.3 When specified **in the TDS**, Tenderers are reemitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the TDS**, as will the method for their evaluating, and described in Section VII, Procuring Entity's Requirements.

16. *Tender Prices and Discounts*

16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Activity Schedule (s) shall conform to the requirements specified below.

16.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).

16.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Tenderer.

16.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender in accordance with ITT 16.1.

16.5 The Tenderer shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Procuring Entity's Requirements. Items for which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

16.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders,

shall be included in the total Tender price submitted by the Tenderer.

16.7 If provided for **in the TDS**, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and / or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

16.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Tenderer in the form of Appendices D and E to the Contract.

#### 17 *Currencies of Tender and Payment*

17.1 The currency of the Tender and the currency of payments shall be Kenya Shillings.

#### 18 *Documents Establishing Conformity of Services*

18.1 To establish the conformity of the Non-Consulting Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Procuring Entity's Requirements.

18.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Procuring Entity's Requirements.

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

- 18.4 The purpose of the information described in ITT 18.3 above, overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 18.4 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT18.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 18.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 18.7 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 18.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- i) If the procurement process is still on going, the tenderer will be disqualified from the procurement process,
  - ii) if the contract has been awarded to that tenderer, the contract award will be set aside, pending the outcome of

(iii),

- iii) The tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

18.9 If a tenderer submits information pursuant to these requirements that is in complete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 18.9 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

## **19 Documents Establishing the Eligibility and Qualifications of the Tenderer**

19.1 To establish Tenderer's their eligibility in accordance with ITT4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.

19.2 The documentary evidence of the Tenderer's qualification stopper form the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

19.3 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed methodology, work plan and schedule.

19.4 In the event that pre-qualification of Tenderers has been undertaken, only Tenders from prequalified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.

19.5 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

## 20 *Period of Validity of Tenders*

**20.1** *Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 24.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.*

**20.2** *In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT20, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender.*

## 21 *Tender Security*

**21.1** The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.

**21.2** A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

**21.3** If a Tender Security is specified pursuant to ITT 21.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:

- i) cash;
- ii) a bank guarantee;
- iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
- iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

**21.4** If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

**21.5** If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The

Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

- a. If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereof to be provided by the Tenderer; or
- b. if the successful Tenderer fails to:
- c. sign the Contract in accordance with ITT 46; or
- d. furnish a performance security in accordance with ITT 47.

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

21.9 The Tender Security or Tender-Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender security or Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 13.2.

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

## 22 *Format and Signing of Tender*

22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13, bound with the volume containing the Form of Tender, and clearly marked "Original." In addition, the Tenderer shall submit copies of the Tender, in the number specified **in the TDS**, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.

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

- 22.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified **in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 22.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 22.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

*D. Submission and Opening of Tenders*

*23 Sealing and Marking of Tenders*

- 23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:
- a. in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT13; and
  - b. in an envelope or package or container marked "COPIES", all required copies of the Tender; and
  - c. if alternative Tenders are permitted in accordance with ITT15, and if relevant:
    - i. in an envelope or package or container marked "ORIGINAL-ALTERNATIVE TENDER", the alternative Tender; and
    - ii. in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

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

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

#### 24 *Deadline for Submission of Tenders*

**24.1** Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.

24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

#### 25 *Late Tenders*

25.1 The Procuring Entity shall not consider any Tender that arrives after the dead line for submission of Tenders, in accordance with ITT 24. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

#### 26 *Withdrawal, Substitution and Modification of Tenders*

26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by a n authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) Prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
- b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

26.2 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.

26.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

## 27 *Tender Opening*

27.1 Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1 shall be as specified **in the TDS**.

27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

27.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

27.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring

Entity may consider appropriate.

- 27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified **in the TDS**.
- 27.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT25.1).
- 27.8 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) The Tender Price, per lot (contract) if applicable, including any discounts; and
  - c) any alternative Tenders;
  - d) The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
  - e) Number of pages of each tender document submitted
- 27.9 The Tenderers' representatives who represent shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be distributed to Tenderer upon request.

*E. Evaluation and Comparison of Tenders*

*28 Confidentiality*

- 28.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 42.
- 28.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.
- 28.3 Notwithstanding ITT 28.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process,

it should do so in writing.

## 29 *Clarification of Tenders*

29.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, the Procuring Entity may, at the Procuring Entity's discretion, ask any tenderer for clarification of its Tender including break downs of the prices in the Activity Schedule, and other information that the Procuring Entity may require. 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. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT32.

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

## 30 *Deviations, Reservations, and Omissions*

30.1 During the evaluation of Tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the tendering document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

## 31 *Determination of Responsiveness*

31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.

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

- a) If accepted, would:

- i. affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or
  - ii. limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

31.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 18 and ITT 19, in particular, to confirm that all requirements of Section VII, Procuring Entity's Requirements have been met without any material deviation or reservation, or omission.

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

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

31.6 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. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

31.7 Provided that a Tender is substantially responsive, 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 TDS**.

## 32 *Arithmetical Errors*

32.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

32.2 Provided that the Tender is substantially responsive, the

Procuring Entity shall handle errors on the following basis:

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

32.3 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

### 33 *Conversion to Single Currency*

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

### 34 *Margin of Preference and Reservations*

34.1 Margin of preference on local service providers may be allowed if it is deemed that the services require participation of foreign tenderers. If so allowed, it will be indicated in the **TDS.**

34.2 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and /or persons living with disability, who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to the specified group are eligible to tender as specified in the **TDS**. Otherwise, if not so stated, the invitation will be open to all tenderers.

### 35 *Evaluation of Tenders*

35.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Best Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- a) Substantially responsive to the tendering document; and
- b) The lowest evaluated cost.

35.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the evaluated Tender cost by adjusting the Tender price as follows:

- a) Price adjustment due to discounts offered in accordance with ITT 16.4;
- b) price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3;
- c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33; and
- d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

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

35.4 In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria. For one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT

35.5. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

### 36 *Comparison of Tenders*

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

### 37 *Abnormally Low Tenders and Abnormally High Tenders*

#### *Abnormally Low Tenders*

37.1 An Abnormally Low Tender is one where the Tender price, in

combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.

37.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.

37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

#### *Abnormally High Tenders*

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

37.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case maybe.

37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other*

*manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38 *Unbalanced and/or Front-Loaded Tenders*

38.1 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.

38.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:

- a) Accept the Tender; or
- b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding 10% of the Contract Price; or
- c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
- d) Reject the Tender.

39 *Qualification of the Tenderer*

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

39.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.

39.3 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's qualifications to perform satisfactorily.

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

40.1 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 Contract Award, without there by incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. *Award of Contract*

43 *Award Criteria*

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

42 *Notice of Intention to enter in to a Contract*

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

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

43 *Stand still Period*

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

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

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

44 *Debriefing by the Procuring Entity*

44.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 42, 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.

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

45 *Letter of Award*

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 43.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

46 *Signing of Contract*

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

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

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

47 *Performance Security*

47.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another Form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in

the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.

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

#### *48 Publication of Procurement Contract*

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

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

#### *49 Adjudicator*

49.1 The Procuring Entity proposes the person named **in the TDS** to be appointed as adjudicator or under the Contract, at an hourly fee specified in **the TDS**, plus reimbursable expenses. If the Tenderer disagrees with this Tender, the Tenderer should so state in the Tender. If, in the Form of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

#### *50 Procurement Related Complaints and Administrative Review*

50.1 The procedures for making a Procurement-related Complaint are as specified in the **TDS**.

50.2 A request for administrative review shall be made in the form provided under contract forms.

## SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

*[Where a new-procurement system is used, modify the relevant parts of the TDS accordingly to reflect the procurement process].*

*[Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT].*

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<b>A. General</b>
ITT 1.1	<p>The reference number of the Request for Tenders (ITT) is: <i>KTNA/OT/04/2025-2026</i></p> <p>The Procuring Entity is: <i>KENYA TRADE NETWORK AGENCY</i></p> <p>The name of the ITT is: <b>TENDER FOR THE PROVISION OF AN AUDIT, RISK AND COMPLIANCE MANAGEMENT SYSTEM</b></p> <p>The number and identification of lots (contracts) comprising this ITT is: <i>N/A</i></p>
ITT 2.1(a)	N/A
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: <i>TWO (2)</i>
	<b>B. Contents of Tendering Document</b>
ITT 8.1	(a) A pre-tender conference will <b><u>not be held</u></b> .
ITT 8.2	N/A
ITT 8.4	N/A
ITT 9.1	<p>i) The Tenderer will submit any request for clarifications in writing at the Address <a href="mailto:procurement@kentrade.go.ke">procurement@kentrade.go.ke</a> to reach the Procuring Entity not later than 23<sup>rd</sup> March 2026.</p> <p>ii) The Procuring Entity shall publish its response at the website <a href="http://www.kentrade.go.ke">www.kentrade.go.ke</a>.</p>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<b>C. Preparation of Tenders</b>
ITT 13.1 (i)	<p>The Tenderer shall submit the following additional documents in its Tender:</p> <p>Other documents required are</p> <p>i) Power of Attorney- Duly certified by a commissioner of Oaths or Magistrate.</p>
ITT 15.1	Alternative Tenders <i>shall not be</i> considered.
ITT 15.2	Alternative times for completion <i>shall not be permitted</i> .
ITT 16.7	The prices quoted by the Tenderer <i>shall not</i> be subject to adjustment during the performance of the Contract.
ITT 20.1	The Tender validity period shall be 175 days from the date of tender opening.
ITT 21.1	A Tender Security amounting to <b>Kshs. 120,000.00</b> (Kenya Shilling One Hundred Twenty thousand only) and valid for 150 days from the date of tender opening shall <b>be</b> required.
ITT 22.1	In addition to the original of the Tender, the number of copies is zero(O). Only One (1) copy to be submitted.
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <b>Power of Attorney</b> - Duly certified by a commissioner of Oaths or Magistrate
	<b>D. Submission and Opening of Tenders</b>
ITT 24.1	<p>For <b>Tender submission purposes</b> only, the Procuring Entity's address is:  Attention: <i>Manager, Supply Chain Management</i>  Postal Address: <i>P.O Box 36943-00200, Nairobi</i>  Physical Address: <i>1<sup>st</sup> floor, Embankment Plaza, Upper Hill, Nairobi.</i>  Telephone: <i>020 2795213</i>  Electronic mail address: <a href="mailto:procurement@kentrade.go.ke">procurement@kentrade.go.ke</a></p> <p><b>The deadline for Tender submission is:</b>  Date: <b>March 26, 2026</b>  Time: <b>10:00 a.m.</b>  Tenderers <i>shall not</i> have the option of submitting their Tenders electronically.</p>
ITT 24.1	<p><b>The deadline for Tender submission is:</b>  Date: <b>March 26, 2026</b></p>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>Time: <b>10:00 a.m.</b></p> <p>Tenderers <i>shall not</i> have the option of submitting their Tenders electronically.</p>
ITT 27.1	<p>The Tender opening shall take place at:</p> <p>Physical Address: <b>1<sup>st</sup> Floor, Embankment Plaza, Upper Hill.</b></p> <p>Date: <b>Thursday, March 26, 2026</b></p> <p>Time: <b>10:00 a.m.</b></p>
ITT 27.6	<p>The Form of Tender and priced Activity Schedule shall be initialed by at least three (3) representatives of the Procuring Entity conducting Tender opening.</p>
<b>E. Evaluation and Comparison of Tenders</b>	
ITT 33.1	<p>The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is <b>Kenya Shilling.</b></p> <p>The source of exchange rate shall be: <b>The Central bank of Kenya</b> (mean rate)</p> <p>The date for the exchange rate shall be <b>the deadline date for Submission of the Tenders.</b></p>
ITT 34.1	<p>Margin of preference allowed or not allowed.</p>
ITT 34.2	<p>The invitation to tender is extended to all qualified bidders.</p>
ITT 35.2 (d)	<p>Additional evaluation factors shall be: -</p> <p><b>Preliminary Mandatory Evaluation</b></p> <p>The Bidder is required to provide the following mandatory requirements:</p> <ol style="list-style-type: none"> <li>a. Form of Tender duly filled and signed.</li> <li>b. Power of Attorney duly certified by a commissioner of oaths or magistrate.</li> <li>c. Statutory documents <ol style="list-style-type: none"> <li>i. Valid Tax Compliance Certificate (TCC);</li> <li>ii. Registration certificate/ Certificate of incorporation;</li> <li>iii. CR12 for list of Directors;</li> <li>iv. Valid trade license;</li> </ol> </li> </ol>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS								
	<p>d. Confidential Business questionnaire duly filled and signed;</p> <p>e. Registration certificate with ODPC as a data Processor</p> <p>f. The bidder must be registered with the ICT Authority of Kenya (ICTA) in a relevant category for Software Development, Enterprise Systems Implementation, or Systems Integration at Category Level 3 or higher. A valid ICTA registration certificate must be provided as proof of compliance.</p> <p>g. Duly filled, signed and stamped form SD 1</p> <p>h. Duly filled, signed and stamped form SD 2</p> <p>i. Duly filled, signed, and stamped disclosure of Interest form</p> <p>j. Duly filled, signed and stamped declaration and commitment to the code ethics form.</p> <p>k. Tender document <b>MUST</b> be sequentially paginated.</p> <p>The Bidder must meet ALL Mandatory Requirements to proceed to the Technical Evaluation Section</p> <p style="text-align: center;"><b>2.0 Technical Evaluation (Mandatory Requirements)</b></p> <p>The technical requirements detailed below are <b>MINIMUM</b> requirements and successful bidders <b>MUST</b> provide for <b>ALL</b> specified requirements. Bidders <b>MUST</b> respond to <b>ALL</b> the requirements on a clause-by-clause basis stating clearly how their solution meets the requirements. Responses to compliance with technical specifications in any other way other than clause-by-clause will be treated as <b>NON-RESPONSIVE</b>. Responses such as <b>“complied”, “possible to do”, “✓”, “meets”, “can”, “yes we can”, WILL be considered as NON-RESPONSIVE and will not be awarded any scores.</b></p> <p>The Bidder shall provide enough documentation to back up their compliance with technical specifications response. Reference to these documents should be direct and specific.</p> <table border="1" data-bbox="341 1787 1433 1921"> <thead> <tr> <th data-bbox="341 1787 1027 1921">Requirements</th> <th data-bbox="1027 1787 1248 1921">Bidder Response</th> <th data-bbox="1248 1787 1433 1921">Compliant (Yes/No)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			Requirements	Bidder Response	Compliant (Yes/No)			
Requirements	Bidder Response	Compliant (Yes/No)							

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS		
	<b>Functional Requirements for the Proposed Ultramodern AI/ML-Driven ARC System</b>		
	<p><b>User Management, Security, and Auditability</b></p> <ul style="list-style-type: none"> <li>I. Role-based access control aligned to KenTrade’s organizational structure and information classification policy.</li> <li>II. Full audit trail of risk changes, approvals, and data access for accountability.</li> <li>III. Integration with Active Directory (AD) and Multi-Factor Authentication (MFA)</li> <li>IV. Compliance with Data Protection Act, 2019 (Kenya) and other applicable privacy frameworks.</li> </ul>		
	<p><b>Audit Planning</b></p> <p>The system shall enable one to:</p> <ul style="list-style-type: none"> <li>i. Create annual or ad-hoc audit plans and revision of the same with adequate authorization and supporting documentation upload.</li> <li>ii. Create audit programs &amp; planning memos</li> <li>iii. Schedule audits with recurring or one-time frequency.</li> <li>iv. Schedule audits as per risk-based plan.</li> <li>v. Assign auditors and auditees to audits.</li> <li>vi. Allocate resources such as financial to specific audits.</li> <li>vii. Configure auto-notifications and reminders for scheduled audits.</li> </ul>		

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS			
	<p><b>Audit Execution</b></p> <p>The system should:</p> <ul style="list-style-type: none"> <li>i. Provide a structured workspace for each audit from planning memo to final audit report.</li> <li>ii. Include tools for standard/custom audit programs.</li> <li>iii. Enable review of audit work executed including review notes/report</li> <li>iv. Workpapers documentation with full version control</li> </ul>			
	<p><b>Issue and Action Management</b></p> <p>The system shall enable:</p> <ul style="list-style-type: none"> <li>i. Logging of non-conformities and observations including root cause analysis.</li> <li>ii. Assignment of corrective/preventive actions (CAPAs).</li> <li>iii. Track action status, deadlines, and closures.</li> <li>iv. Automatic escalations for overdue items.</li> <li>v. Effectiveness testing of closed actions.</li> </ul>			
	<p><b>Document Management</b></p> <p>The system shall provide:</p> <ul style="list-style-type: none"> <li>i. Central repository for all audit-related documents.</li> <li>ii. Version control and document history.</li> <li>iii. Search and tagging functionality.</li> <li>iv. Auto referencing of workpapers to specific audits</li> </ul>			

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS			
	<p><b>Compliance Management</b></p> <p>The system shall provide capability to:</p> <ul style="list-style-type: none"> <li>i. Map audits to compliance standards (e.g., ISO, SOX, conformance with GIAS).</li> <li>ii. Maintain compliance status dashboard.</li> <li>iii. Store compliance documents and references.</li> <li>iv. Provide tools to manage internal audit Quality assurance and improvement program as required by GIAS.</li> </ul>			
	<p><b>Risk Identification and Taxonomy Management</b></p> <ul style="list-style-type: none"> <li>i. Ability to create and maintain a structured, hierarchical risk taxonomy (strategic, operational, compliance, financial, ICT, reputational, etc.).</li> <li>ii. Automated risk capture from internal systems, audit findings, incident reports, and external data feeds (e.g., regulatory alerts, cybersecurity feeds).</li> <li>iii. AI-driven text mining and NLP (Natural Language Processing) to identify potential risks from documents, reports, and communication channels.</li> <li>iv. Intelligent suggestions for risk classification and risk owner assignment based on historical data patterns.</li> </ul>			

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS			
	<p><b>Risk Assessment and Evaluation</b></p> <ul style="list-style-type: none"> <li>i. Customizable risk scoring models incorporating likelihood, impact, velocity, and control effectiveness.</li> <li>ii. AI-assisted risk scoring calibration that learns from past events, audit outcomes, and mitigation success rates</li> <li>iii. Ability to support quantitative and qualitative risk assessment methods.</li> <li>iv. Dynamic risk matrices and heat maps auto-generated from live data inputs.</li> <li>v. Built-in Monte Carlo simulation or ML-based predictive models to forecast probability of risk occurrence and potential loss exposure.</li> </ul>			
	<p><b>Risk Mitigation, Control, and Action Tracking</b></p> <p>The system shall provide for:</p> <ul style="list-style-type: none"> <li>i. Automated assignment of mitigation actions to responsible officers with timelines, dependencies, and escalation rules.</li> <li>ii. ML algorithms to recommend optimal mitigation measures based on past successful interventions.</li> <li>iii. Real-time tracking of Corrective and Preventive Actions (CAPA) progress.</li> <li>iv. Configurable workflows for risk acceptance, transfer, or treatment decisions.</li> <li>v. Integration with incident management and business continuity systems to ensure end-to-end control linkage.</li> </ul>			

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS			
	<p><b>Risk Monitoring and Analytics</b></p> <p>The system shall provide for:</p> <ul style="list-style-type: none"> <li>i. Centralized risk dashboard providing enterprise-wide visibility of top risks, control status, and mitigation progress.</li> <li>ii. AI/ML-enabled early warning system using trend analysis and anomaly detection to flag emerging or correlated risks.</li> <li>iii. Customizable Key Risk Indicators (KRIs) with thresholds and automated alerts.</li> <li>iv. Interactive heat maps, trend charts, and network graphs to visualize interdependencies between risks.</li> <li>v. Predictive analytics for forecasting risk evolution, scenario modelling, and strategic decision support.</li> </ul>			

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS			
	<p><b>Integration and Interoperability</b></p> <p>The system shall provide:</p> <p>i. Seamless integration with:</p> <ul style="list-style-type: none"> <li>✓ Performance Management System (for risk-based planning).</li> <li>✓ Governance, Risk, and Compliance (GRC) platforms.</li> <li>✓ ERP systems (for linking financial exposure)</li> <li>✓ Cybersecurity tools (e.g., SIEM, vulnerability management systems).</li> </ul> <p>ii. Have RESTful APIs for system integrations.</p> <p>iii. Open APIs to support data exchange and interoperability with other government systems or reporting portals.</p> <p>iv. Have the ability to import/export to Excel/CSV formats.</p>			

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS			
	<p><b>Regulatory Compliance and Standards Alignment</b></p> <p>The system shall:</p> <ul style="list-style-type: none"> <li>i. Built-in templates and mapping for compliance with: <ul style="list-style-type: none"> <li>✓ ISO 31000 (Risk Management Framework)</li> <li>✓ COSO ERM (Enterprise Risk Integration)</li> <li>✓ ISO 27001 (Information Security)</li> <li>✓ PFM Act and Public Sector Internal Audit Standards (PSIAS)</li> </ul> </li> <li>ii. Provide centralized compliance register mapped to laws and policies; automated compliance assessments, reporting dashboards, and attestation workflows.</li> <li>iii. Ability to generate compliance self-assessment checklists and dashboards for management and regulatory bodies.</li> </ul>			

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS			
	<p><b>I/ML-Enhanced Reporting and Decision Support</b></p> <p>The system shall provide for:</p> <ul style="list-style-type: none"> <li>i. Generation of audit reports (standard and custom).</li> <li>ii. Ability to export reports to PDF, Word, Excel.</li> <li>iii. Interactive dashboards showing KPIs (e.g., audit coverage, overdue actions, high risk findings).</li> <li>iv. Risk heat maps and audit performance trends.</li> <li>v. Reporting on audit plan progress</li> <li>vi. AI-powered insight engine that generates executive summaries, trend insights, and automated risk narratives.</li> <li>vii. Natural language query (NLQ) capability allowing users to ask questions such as “Show me all high-impact operational risks pending mitigation.”</li> <li>viii. Auto-generated Board and management reports with visual analytics and scenario highlights.</li> <li>ix. ML-driven correlation analysis to uncover hidden relationships between risk events, departments, or controls.</li> <li>x. Adaptive learning system that improves prediction accuracy and risk prioritization over time.</li> </ul>			

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS			
	<p><b>Collaboration and Workflow Management</b></p> <p>The system shall provide for</p> <ul style="list-style-type: none"> <li>i. Configurable approval workflows for risk registration, mitigation, and closure. Automated audit planning, scheduling, and execution; digital working papers; role-based workflows and issue tracking.</li> <li>ii. Built-in communication and collaboration tools for comments, document attachments, and notifications for audit, risk, and compliance actions.</li> <li>iii. Ability to assign tasks, track status, and escalate overdue actions.</li> <li>iv. Integration with email and Microsoft Teams/SharePoint for seamless coordination.</li> </ul>			
	<p><b>Continuous Improvement and Knowledge Management</b></p> <p>The system shall provide for: -</p> <ul style="list-style-type: none"> <li>i. AI-enabled lessons learned repository to capture outcomes and best practices from resolved risks.</li> <li>ii. Machine learning-driven risk maturity index for each department or process area.</li> <li>iii. Periodic risk reassessment recommendations based on evolving data trends.</li> <li>iv. Performance analytics for benchmarking risk ownership and responsiveness.</li> </ul>			

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS		
	<b>Non-Functional Requirements</b>		
	<p><b>System Performance and Scalability</b></p> <p>The system shall: -</p> <ul style="list-style-type: none"> <li>i. Support concurrent access by at least 200 users without degradation in performance.</li> <li>ii. Response time for core operations (risk search, updates, dashboard loading) shall not exceed three seconds under normal load.</li> <li>iii. The platform shall be scalable both vertically and horizontally, enabling addition of users, data, and AI models without system re-engineering.</li> <li>iv. Capable of handling large data volumes from multiple sources (e.g., audit data, incident feeds, risk indicators) with real-time or near-real-time analytics.</li> <li>v. Built-in auto-scaling and load-balancing mechanisms for cloud or hybrid deployments to maintain optimal system availability.</li> </ul>		

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS			
	<p><b>Maintainability and Extensibility</b></p> <p>The system shall provide for:-</p> <ul style="list-style-type: none"> <li>i. Modular, service-oriented architecture (SOA or microservices) to allow plug-and-play addition of new modules such as ESG risk, fraud, or supply chain risk.</li> <li>ii. Configurable rules engine allowing non-technical users to modify workflows, thresholds, and scoring models without code changes.</li> <li>iii. AI/ML models shall be transparent and retrainable, with capability to incorporate new data for continuous learning.</li> <li>iv. System documentation must include administration guides, API specifications, and version control details for ease of maintenance.</li> <li>v. Automated software updates with rollback options and minimal downtime.</li> </ul>			

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS			
	<p><b>Availability, Reliability, and Business Continuity</b></p> <ul style="list-style-type: none"> <li>i. System uptime shall be a minimum of 99.9%, excluding scheduled maintenance.</li> <li>ii. Must include redundant infrastructure and support deployment in high-availability (HA) and disaster-recovery (DR) environments.</li> <li>iii. Automated data backup and recovery with configurable frequency (daily incremental, weekly full).</li> <li>iv. Support failover and data replication between primary (EADC) and DR sites (e.g., iColo/Konza) to maintain continuity in the event of disruption.</li> <li>v. System components must be designed for fault tolerance and graceful degradation under stress.</li> <li>vi. Ability to support an increasing number of users and audit records over time.</li> <li>vii. Modular expansion for future functionality.</li> </ul>			

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS			
	<p><b>Security and Data Protection</b></p> <ul style="list-style-type: none"> <li>i. Compliance with the Kenya Data Protection Act, 2019, and ISO 27001 information security standards.</li> <li>ii. Implementation of role-based access control (RBAC) with least-privilege principles.</li> <li>iii. Integration with Active Directory (AD) and Multi-Factor Authentication (MFA) for user authentication.</li> <li>iv. End-to-end encryption of data in transit (TLS 1.2 or higher) and at rest (AES-256).</li> <li>v. Periodic security patching, vulnerability scans, and penetration testing.</li> <li>vi. Complete audit trail of all user actions, configuration changes, and access attempts.</li> <li>vii. Secure logging and monitoring compatible with KenTrade’s SIEM or cybersecurity monitoring tools.</li> <li>viii. Automatic session timeout, IP whitelisting, and CAPTCHA verification for enhanced protection.</li> </ul>			

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS			
	<p><b>Data Quality and Integrity</b></p> <p>The system shall provide for:-</p> <ul style="list-style-type: none"> <li>i. Built-in validation rules to ensure accuracy, completeness, and consistency of data entered or imported.</li> <li>ii. Real-time data cleansing and duplication detection mechanisms.</li> <li>iii. AI-assisted data anomaly detection for identifying inconsistencies or outliers in risk data.</li> <li>iv. Audit trails ensuring data provenance and integrity throughout the system lifecycle..</li> </ul>			
	<p><b>AI/ML Transparency and Ethics</b></p> <p>System to ensure:</p> <ul style="list-style-type: none"> <li>i. All AI/ML algorithms must be explainable, ensuring decisions and recommendations are transparent and auditable.</li> <li>ii. System shall include bias detection and mitigation mechanisms in AI models.</li> <li>iii. Data used for AI training must comply with privacy and ethical standards, and model retraining must be logged.</li> <li>iv. Capability for human-in-the-loop review before applying AI-driven recommendations in critical processes.</li> </ul>			

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS			
	<p><b>Reporting and Analytics</b></p> <p>The system shall:-</p> <ul style="list-style-type: none"> <li>i. Support for interactive dashboards, ad-hoc reporting, and scheduled distribution of risk summaries.</li> <li>ii. AI/ML-powered analytics engine for trend analysis, correlation mapping, and predictive insights.</li> <li>iii. Support for export to multiple formats (PDF, Excel, Power BI connectors, etc.).</li> <li>iv. Multi-language and multi-currency reporting capability if required by stakeholders.</li> <li>v. Automated narrative generation using Natural Language Generation (NLG) for management summaries.</li> </ul>			
	<p><b>Deployment and Hosting</b></p> <ul style="list-style-type: none"> <li>i. Support for on premise on collocated infrastructure, hybrid, or secure government cloud deployment models.</li> <li>ii. Deployment automation and continuous integration/continuous deployment (CI/CD) support.</li> </ul>			

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS		
	<p><b>Knowledge Transfer &amp; Documentation</b></p> <p>Vendor shall provide</p> <ul style="list-style-type: none"> <li>i. Comprehensive documentation including system design, architecture, AI model structure, and operational manuals.</li> <li>ii. User training for risk owners, system administrators, and management.</li> <li>iii. Knowledge transfer sessions to build internal capacity for AI model retraining and ARC administration.</li> </ul>		
	<p><b>Maintenance &amp; Support Requirements</b></p> <p>Provide:</p> <ul style="list-style-type: none"> <li>i. 24/7 support during the first year, including incident management, bug fixes, and minor enhancements.</li> <li>ii. Defined Service Level Agreements (SLAs) covering uptime, response time, and resolution time.</li> <li>iii. Periodic performance and security audits conducted jointly with KenTrade ICT and Risk teams.</li> <li>iv. Clear change management process for upgrades, enhancements, and patch releases.</li> </ul>		
	<p>Bidders MUST comply with all Mandatory Technical requirements listed above to be considered for the next evaluation stage (Vendor evaluation).</p>		

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS																			
	<p><b>3.0 Vendor Evaluation</b></p> <p>The Vendor evaluation requirements are as indicated below. Bidders MUST satisfy the requirements in order to proceed to the next stage.</p> <table border="1" data-bbox="343 443 1396 2009"> <thead> <tr> <th data-bbox="343 443 427 488">No.</th> <th data-bbox="427 443 1141 488">Description</th> <th data-bbox="1141 443 1396 488">Score</th> </tr> </thead> <tbody> <tr> <td colspan="3" data-bbox="343 488 1396 533" style="text-align: center;"><b>Firm's Experience</b></td> </tr> <tr> <td data-bbox="343 533 427 1646">1</td> <td data-bbox="427 533 1141 1646">           Provide Reference Sites relevant to this project (Audit Management System)           <ul style="list-style-type: none"> <li>i. At least three local (done within the last five (5) years) reference sites should be provided with the following information (5 marks for each confirmed site)               <ul style="list-style-type: none"> <li>a. Brief of work done or services rendered,</li> <li>b. Contact person with both reachable phone number and email.</li> </ul> </li> <li>ii. Value of contracts (Value of contracts ranging from Kshs. 1,000,000 – 4,000,000 will be assigned a score of 2.5 per confirmed site while for values above 4000,000 shall be assigned 5 marks per confirmed site)</li> </ul>           N/B:            ✓ LPO's, LSO's or contracts should be attached to verify the above information. Due diligence shall be done with contacts at the reference sites for verification of the information presented. Any false site information shall lead to disqualification of the bidder.         </td> <td data-bbox="1141 533 1396 1646" style="text-align: center; vertical-align: top;">30</td> </tr> <tr> <td colspan="3" data-bbox="343 1646 1396 1780" style="text-align: center;"><b>Key staff Qualification and Experience</b> (Organization structure of the implementation team together with their CVs inclusive of relevant technical certifications and experience)</td> </tr> <tr> <td data-bbox="343 1780 427 1825">2</td> <td data-bbox="427 1780 1141 1825"><b>Team Leader</b></td> <td data-bbox="1141 1780 1396 1825"></td> </tr> <tr> <td></td> <td data-bbox="427 1825 1141 2009">           i. Bachelor's degree in Computer Science, Information Technology, Data Science, Software Engineering, or a related ICT discipline (2 marks)         </td> <td data-bbox="1141 1825 1396 2009" style="text-align: center; vertical-align: top;">10</td> </tr> </tbody> </table>		No.	Description	Score	<b>Firm's Experience</b>			1	Provide Reference Sites relevant to this project (Audit Management System) <ul style="list-style-type: none"> <li>i. At least three local (done within the last five (5) years) reference sites should be provided with the following information (5 marks for each confirmed site)               <ul style="list-style-type: none"> <li>a. Brief of work done or services rendered,</li> <li>b. Contact person with both reachable phone number and email.</li> </ul> </li> <li>ii. Value of contracts (Value of contracts ranging from Kshs. 1,000,000 – 4,000,000 will be assigned a score of 2.5 per confirmed site while for values above 4000,000 shall be assigned 5 marks per confirmed site)</li> </ul> N/B: ✓ LPO's, LSO's or contracts should be attached to verify the above information. Due diligence shall be done with contacts at the reference sites for verification of the information presented. Any false site information shall lead to disqualification of the bidder.	30	<b>Key staff Qualification and Experience</b> (Organization structure of the implementation team together with their CVs inclusive of relevant technical certifications and experience)			2	<b>Team Leader</b>			i. Bachelor's degree in Computer Science, Information Technology, Data Science, Software Engineering, or a related ICT discipline (2 marks)	10
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	i. Bachelor's degree in Computer Science, Information Technology, Data Science, Software Engineering, or a related ICT discipline (2 marks)	10																		

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS		
		ii. Master's degree in Audit, Risk and Compliance, Business Administration, Information Systems, or Data Analytics or related field preferred for a leadership role (2 Marks ) iii. Must have Risk Management Certification, PMP or Prince2 or any project management certification, System Audit Certification or equivalent (3 marks) iv. Experience: Five (5) years' experience or more in development/implementation of Audit, Risks and Compliance Management Systems (3marks) - 0.6 marks per year of experience.	
		<b>TWO (2) ARC experts</b>	
		i. Must have a Degree in ICT or related field (2 marks X 2 = 4 Marks) ii. Must have a Certificate in System Audit or Risk Management (3 Marks X 2 = 6 Marks) iii. Experience: Three (3) years' experience or more in Software Engineering ( 5marks), Two (2) years' (3 marks), one(1) year (1 mark) and less than one year (0 marks) (Marks awarded per developer experience - Maximum is 5 X 2 = 10 marks)	20
		Organization structure of the implementation team with roles and responsibilities clearly defined (One of the team members MUST belong to the disadvantaged groups i.e. Youth, Women or PWDs) (5 marks for the Organization structure and 5 marks for evidence of a team member who falls under disadvantaged group)	10
3		<b>APPROACH, METHODOLOGY &amp; WORKPLAN</b>	

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS		
		i. Technical approach and methodology for the proposed service (5 marks) ii. Provide a Project Plan clearly indicating - Activities, Timelines and Resources required for the support (5 marks)	10
	<b>TOTAL</b>		<b>80</b>
	<p>The maximum score under Vendor evaluation is 80 Marks. Bidders MUST score at least 70 Marks in the Vendor Evaluation section to proceed to the next stage (Financial Evaluation).</p>		
ITT 35.4	Tenderers shall be <u>not be allowed</u> to quote separate prices for different lots.		
	<b>F. Award of Contract</b>		
ITT 43.1	<p style="text-align: center;"><b>4.0 Financial Evaluation</b></p> <p>The bidder with the lowest financial cost shall be recommended for award of this Tender provided they have satisfied the requirements set out in the preliminary and mandatory technical stage, and scored a minimum of 70 out of the possible 80 marks in the vendor evaluation stage.</p>		
ITT 50.1	<p>The procedures for making a Procurement-related Complaint are available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> or email <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a>.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>For the attention: <i>Chief Executive Officer</i></p> <p>Title/ position: <i>Chief Executive Officer</i></p> <p>Procuring Entity: <i>Kenya Trade Network Agency</i></p> <p>Email address: <a href="mailto:info@kentrade.go.ke">info@kentrade.go.ke</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <p>(i) the terms of the Tender Documents; and            (ii) the Procuring Entity's decision to award the contract.</p>		

## SECTION III - EVALUATION AND QUALIFICATION CRITERIA

### *1. General Provision*

- 1.1 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- a) For construction turnover or financial data required for each year-Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted) was originally established.
  - b) Value of single contract-Exchange rate prevailing on the date of the contract signature.
  - c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.
- 1.2 This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.
- 1.3 *Evaluation and contract award Criteria*

### **A. EVALUATION CRITERIA**

#### **1.0 EVALUATION CRITERIA**

The received tenders will be evaluated in the stages as detailed below:

1. Stage 1: Preliminary Mandatory Evaluation
2. Stage 2: Technical Mandatory Evaluation
3. Stage 3: Vendor Evaluation
4. Stage 4: Financial Evaluation

#### **1.0 Preliminary Mandatory Evaluation**

The Bidder is required to provide the following mandatory requirements:

- l. Form of Tender duly filled and signed.
- m. Power of Attorney duly certified by a commissioner of oaths or magistrate.
- n. Statutory documents

- v. Valid Tax Compliance Certificate (TCC);
- vi. Registration certificate/ Certificate of incorporation;
- vii. CR12 for list of Directors;
- viii. Valid trade license;
- o. Confidential Business questionnaire duly filled and signed;
- p. Registration certificate with ODPC as a data Processor
- q. The bidder must be registered with the ICT Authority of Kenya (ICTA) in a relevant category for Software Development, Enterprise Systems Implementation, or Systems Integration at Category Level 3 or higher. A valid ICTA registration certificate must be provided as proof of compliance.
- r. Duly filled, signed and stamped form SD 1
- s. Duly filled, signed and stamped form SD 2
- t. Duly filled, signed, and stamped disclosure of Interest from
- u. Duly filled, signed and stamped declaration and commitment to the code ethics form.
- v. Tender document MUST be sequentially paginated.

The Bidder must meet ALL Mandatory Requirements to proceed to the Technical Evaluation Section

### 3.0 Technical Evaluation (Mandatory Requirements)

The technical requirements detailed below are **MINIMUM** requirements and successful bidders **MUST** provide for **ALL** specified requirements. Bidders **MUST** respond to **ALL** the requirements on a clause-by-clause basis stating clearly how their solution meets the requirements. Responses to compliance with technical specifications in any other way other than clause-by-clause will be treated as **NON-RESPONSIVE**. Responses such as “**complied**”, “**possible to do**”, “**✓**”, “**meets**”, “**can**”, “**yes we can**”, **WILL be considered as NON-RESPONSIVE and will not be awarded any scores.**

The Bidder shall provide enough documentation to back up their compliance with technical specifications response. Reference to these documents should be direct and specific.

Requirements	Bidder Response	Compliant (Yes/No)
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**Functional Requirements for the Proposed Ultramodern AI/ML-Driven ARC System**

**User Management, Security, and Auditability**

- V. Role-based access control aligned to KenTrade’s organizational structure and information classification policy.
- VI. Full audit trail of risk changes, approvals, and data access for accountability.
- VII. Integration with Active Directory (AD) and Multi-Factor Authentication (MFA)
- VIII. Compliance with Data Protection Act, 2019 (Kenya) and other applicable privacy frameworks.

**Audit Planning**

The system shall enable one to:

- viii. Create annual or ad-hoc audit plans and revision of the same with adequate authorization and supporting documentation upload.
- ix. Create audit programs & planning memos
- x. Schedule audits with recurring or one-time frequency.
- xi. Schedule audits as per risk-based plan.
- xii. Assign auditors and auditees to audits.
- xiii. Allocate resources such as financial to specific audits.
- xiv. Configure auto-notifications and reminders for scheduled audits.

**Audit Execution**

The system should:

- v. Provide a structured workspace for each audit from planning memo to final audit report.
- vi. Include tools for standard/custom audit programs.
- vii. Enable review of audit work executed including review notes/report
- viii. Workpapers documentation with full version control

<p><b>Issue and Action Management</b></p> <p>The system shall enable:</p> <ul style="list-style-type: none"> <li>vi. Logging of non-conformities and observations including root cause analysis.</li> <li>vii. Assignment of corrective/preventive actions (CAPAs).</li> <li>viii. Track action status, deadlines, and closures.</li> <li>ix. Automatic escalations for overdue items.</li> <li>x. Effectiveness testing of closed actions.</li> </ul>		
<p><b>Document Management</b></p> <p>The system shall provide:</p> <ul style="list-style-type: none"> <li>v. Central repository for all audit-related documents.</li> <li>vi. Version control and document history.</li> <li>vii. Search and tagging functionality.</li> <li>viii. Auto referencing of workpapers to specific audits</li> </ul>		
<p><b>Compliance Management</b></p> <p>The system shall provide capability to:</p> <ul style="list-style-type: none"> <li>v. Map audits to compliance standards (e.g., ISO, SOX, conformance with GIAS).</li> <li>vi. Maintain compliance status dashboard.</li> <li>vii. Store compliance documents and references.</li> <li>viii. Provide tools to manage internal audit Quality assurance and improvement program as required by GIAS.</li> </ul>		

<p><b>Risk Identification and Taxonomy Management</b></p> <ul style="list-style-type: none"> <li>v. Ability to create and maintain a structured, hierarchical risk taxonomy (strategic, operational, compliance, financial, ICT, reputational, etc.).</li> <li>vi. Automated risk capture from internal systems, audit findings, incident reports, and external data feeds (e.g., regulatory alerts, cybersecurity feeds).</li> <li>vii. AI-driven text mining and NLP (Natural Language Processing) to identify potential risks from documents, reports, and communication channels.</li> <li>viii. Intelligent suggestions for risk classification and risk owner assignment based on historical data patterns.</li> </ul>		
<p><b>Risk Assessment and Evaluation</b></p> <ul style="list-style-type: none"> <li>vi. Customizable risk scoring models incorporating likelihood, impact, velocity, and control effectiveness.</li> <li>vii. AI-assisted risk scoring calibration that learns from past events, audit outcomes, and mitigation success rates</li> <li>viii. Ability to support quantitative and qualitative risk assessment methods.</li> <li>ix. Dynamic risk matrices and heat maps auto-generated from live data inputs.</li> <li>x. Built-in Monte Carlo simulation or ML-based predictive models to forecast probability of risk occurrence and potential loss exposure.</li> </ul>		

<p><b>Risk Mitigation, Control, and Action Tracking</b></p> <p>The system shall provide for:</p> <ul style="list-style-type: none"> <li>vi. Automated assignment of mitigation actions to responsible officers with timelines, dependencies, and escalation rules.</li> <li>vii. ML algorithms to recommend optimal mitigation measures based on past successful interventions.</li> <li>iii. Real-time tracking of Corrective and Preventive Actions (CAPA) progress.</li> <li>ix. Configurable workflows for risk acceptance, transfer, or treatment decisions.</li> <li>x. Integration with incident management and business continuity systems to ensure end-to-end control linkage.</li> </ul>		
<p><b>Risk Monitoring and Analytics</b></p> <p>The system shall provide for:</p> <ul style="list-style-type: none"> <li>vi. Centralized risk dashboard providing enterprise-wide visibility of top risks, control status, and mitigation progress.</li> <li>vii. AI/ML-enabled early warning system using trend analysis and anomaly detection to flag emerging or correlated risks.</li> <li>viii. Customizable Key Risk Indicators (KRIs) with thresholds and automated alerts.</li> <li>ix. Interactive heat maps, trend charts, and network graphs to visualize interdependencies between risks.</li> <li>x. Predictive analytics for forecasting risk evolution, scenario modelling, and strategic decision support.</li> </ul>		

<p><b>Integration and Interoperability</b></p> <p>The system shall provide:</p> <p>v. Seamless integration with:</p> <ul style="list-style-type: none"> <li>✓ Performance Management System (for risk-based planning).</li> <li>✓ Governance, Risk, and Compliance (GRC) platforms.</li> <li>✓ ERP systems (for linking financial exposure)</li> <li>✓ Cybersecurity tools (e.g., SIEM, vulnerability management systems).</li> </ul> <p>vi. Have RESTful APIs for system integrations.</p> <p>vii. Open APIs to support data exchange and interoperability with other government systems or reporting portals.</p> <p>viii. Have the ability to import/export to Excel/CSV formats.</p>		
<p><b>Regulatory Compliance and Standards Alignment</b></p> <p>The system shall:</p> <p>iv. Built-in templates and mapping for compliance with:</p> <ul style="list-style-type: none"> <li>✓ ISO 31000 (Risk Management Framework)</li> <li>✓ COSO ERM (Enterprise Risk Integration)</li> <li>✓ ISO 27001 (Information Security)</li> <li>✓ PFM Act and Public Sector Internal Audit Standards (PSIAS)</li> </ul> <p>v. Provide centralized compliance register mapped to laws and policies; automated compliance assessments, reporting dashboards, and attestation workflows.</p> <p>vi. Ability to generate compliance self-assessment checklists and dashboards for management and regulatory bodies.</p>		

**I/ML-Enhanced Reporting and Decision Support**

The system shall provide for:

- xi. Generation of audit reports (standard and custom).
- xii. Ability to export reports to PDF, Word, Excel.
- xiii. Interactive dashboards showing KPIs (e.g., audit coverage, overdue actions, high risk findings).
- xiv. Risk heat maps and audit performance trends.
- xv. Reporting on audit plan progress
- xvi. AI-powered insight engine that generates executive summaries, trend insights, and automated risk narratives.
- xvii. Natural language query (NLQ) capability allowing users to ask questions such as “Show me all high-impact operational risks pending mitigation.”
- xviii. Auto-generated Board and management reports with visual analytics and scenario highlights.
- xix. ML-driven correlation analysis to uncover hidden relationships between risk events, departments, or controls.
- xx. Adaptive learning system that improves prediction accuracy and risk prioritization over time.

<p><b>Collaboration and Workflow Management</b></p> <p>The system shall provide for</p> <ul style="list-style-type: none"> <li>v. Configurable approval workflows for risk registration, mitigation, and closure. Automated audit planning, scheduling, and execution; digital working papers; role-based workflows and issue tracking.</li> <li>vi. Built-in communication and collaboration tools for comments, document attachments, and notifications for audit, risk, and compliance actions.</li> <li>vii. Ability to assign tasks, track status, and escalate overdue actions.</li> <li>viii. Integration with email and Microsoft Teams/SharePoint for seamless coordination.</li> </ul>		
<p><b>Continuous Improvement and Knowledge Management</b></p> <p>The system shall provide for: -</p> <ul style="list-style-type: none"> <li>v. AI-enabled lessons learned repository to capture outcomes and best practices from resolved risks.</li> <li>vi. Machine learning-driven risk maturity index for each department or process area.</li> <li>vii. Periodic risk reassessment recommendations based on evolving data trends.</li> <li>viii. Performance analytics for benchmarking risk ownership and responsiveness.</li> </ul>		
<p><b>Non-Functional Requirements</b></p>		

<p><b>System Performance and Scalability</b></p> <p>The system shall: -</p> <ul style="list-style-type: none"> <li>vi. Support concurrent access by at least 200 users without degradation in performance.</li> <li>vii. Response time for core operations (risk search, updates, dashboard loading) shall not exceed three seconds under normal load.</li> <li>viii. The platform shall be scalable both vertically and horizontally, enabling addition of users, data, and AI models without system re-engineering.</li> <li>ix. Capable of handling large data volumes from multiple sources (e.g., audit data, incident feeds, risk indicators) with real-time or near-real-time analytics.</li> <li>x. Built-in auto-scaling and load-balancing mechanisms for cloud or hybrid deployments to maintain optimal system availability.</li> </ul>		
<p><b>Maintainability and Extensibility</b></p> <p>The system shall provide for:-</p> <ul style="list-style-type: none"> <li>vi. Modular, service-oriented architecture (SOA or microservices) to allow plug-and-play addition of new modules such as ESG risk, fraud, or supply chain risk.</li> <li>vii. Configurable rules engine allowing non-technical users to modify workflows, thresholds, and scoring models without code changes.</li> <li>viii. AI/ML models shall be transparent and retrainable, with capability to incorporate new data for continuous learning.</li> <li>ix. System documentation must include administration guides, API specifications, and version control details for ease of maintenance.</li> <li>x. Automated software updates with rollback options and minimal downtime.</li> </ul>		

**Availability, Reliability, and Business Continuity**

- viii. System uptime shall be a minimum of 99.9%, excluding scheduled maintenance.
- ix. Must include redundant infrastructure and support deployment in high-availability (HA) and disaster-recovery (DR) environments.
- x. Automated data backup and recovery with configurable frequency (daily incremental, weekly full).
- xi. Support failover and data replication between primary (EADC) and DR sites (e.g., iColo/Konza) to maintain continuity in the event of disruption.
- xii. System components must be designed for fault tolerance and graceful degradation under stress.
- xiii. Ability to support an increasing number of users and audit records over time.
- xiv. Modular expansion for future functionality.

<p><b>Security and Data Protection</b></p> <ul style="list-style-type: none"> <li>ix. Compliance with the Kenya Data Protection Act, 2019, and ISO 27001 information security standards.</li> <li>x. Implementation of role-based access control (RBAC) with least-privilege principles.</li> <li>xi. Integration with Active Directory (AD) and Multi-Factor Authentication (MFA) for user authentication.</li> <li>xii. End-to-end encryption of data in transit (TLS 1.2 or higher) and at rest (AES-256).</li> <li>xiii. Periodic security patching, vulnerability scans, and penetration testing.</li> <li>xiv. Complete audit trail of all user actions, configuration changes, and access attempts.</li> <li>xv. Secure logging and monitoring compatible with KenTrade’s SIEM or cybersecurity monitoring tools.</li> <li>xvi. Automatic session timeout, IP whitelisting, and CAPTCHA verification for enhanced protection.</li> </ul>		
<p><b>Data Quality and Integrity</b></p> <p>The system shall provide for:-</p> <ul style="list-style-type: none"> <li>v. Built-in validation rules to ensure accuracy, completeness, and consistency of data entered or imported.</li> <li>vi. Real-time data cleansing and duplication detection mechanisms.</li> <li>vii. AI-assisted data anomaly detection for identifying inconsistencies or outliers in risk data.</li> <li>viii. Audit trails ensuring data provenance and integrity throughout the system lifecycle..</li> </ul>		

<p><b>AI/ML Transparency and Ethics</b></p> <p>System to ensure:</p> <ul style="list-style-type: none"> <li>v. All AI/ML algorithms must be explainable, ensuring decisions and recommendations are transparent and auditable.</li> <li>vi. System shall include bias detection and mitigation mechanisms in AI models.</li> <li>vii. Data used for AI training must comply with privacy and ethical standards, and model retraining must be logged.</li> <li>viii. Capability for human-in-the-loop review before applying AI-driven recommendations in critical processes.</li> </ul>		
<p><b>Reporting and Analytics</b></p> <p>The system shall:-</p> <ul style="list-style-type: none"> <li>vi. Support for interactive dashboards, ad-hoc reporting, and scheduled distribution of risk summaries.</li> <li>vii. AI/ML-powered analytics engine for trend analysis, correlation mapping, and predictive insights.</li> <li>viii. Support for export to multiple formats (PDF, Excel, Power BI connectors, etc.).</li> <li>ix. Multi-language and multi-currency reporting capability if required by stakeholders.</li> <li>x. Automated narrative generation using Natural Language Generation (NLG) for management summaries.</li> </ul>		

<p><b>Deployment and Hosting</b></p> <ul style="list-style-type: none"> <li>iii. Support for on premise on collocated infrastructure, hybrid, or secure government cloud deployment models.</li> <li>iv. Deployment automation and continuous integration/continuous deployment (CI/CD) support.</li> </ul>		
<p><b>Knowledge Transfer &amp; Documentation</b></p> <p>Vendor shall provide</p> <ul style="list-style-type: none"> <li>iv. Comprehensive documentation including system design, architecture, AI model structure, and operational manuals.</li> <li>v. User training for risk owners, system administrators, and management.</li> <li>vi. Knowledge transfer sessions to build internal capacity for AI model retraining and ARC administration.</li> </ul>		
<p><b>Maintenance &amp; Support Requirements</b></p> <p>Provide:</p> <ul style="list-style-type: none"> <li>v. 24/7 support during the first year, including incident management, bug fixes, and minor enhancements.</li> <li>vi. Defined Service Level Agreements (SLAs) covering uptime, response time, and resolution time.</li> <li>vii. Periodic performance and security audits conducted jointly with KenTrade ICT and Risk teams.</li> <li>iii. Clear change management process for upgrades, enhancements, and patch releases.</li> </ul>		

Bidders MUST comply with all Mandatory Technical requirements listed above to be considered for the next evaluation stage (Vendor evaluation).

#### 4.0 Vendor Evaluation

The Vendor evaluation requirements are as indicated below. Bidders MUST satisfy the requirements in order to proceed to the next stage.

No.	Description	Score
<b>Firm's Experience</b>		
1	<p>Provide Reference Sites relevant to this project (Audit Management System)</p> <p>iii. At least three local (done within the last five (5) years) reference sites should be provided with the following information (5 marks for each confirmed site)</p> <p>a. Brief of work done or services rendered,</p> <p>b. Contact person with both reachable phone number and email.</p> <p>iv. Value of contracts (Value of contracts ranging from Kshs. 1,000,000 - 4,000,000 will be assigned a score of 2.5 per confirmed site while for values above 4000,000 shall be assigned 5 marks per confirmed site)</p> <p>N/B:</p> <p>✓ LPO's, LSO's or contracts should be attached to verify the above information. Due diligence shall be done with contacts at the reference sites for verification of the information presented. Any false site information shall lead to disqualification of the bidder.</p>	30
<b>Key staff Qualification and Experience</b> (Organization structure of the implementation team together with their CVs inclusive of relevant technical certifications and experience)		
2	<p><b>Team Leader</b></p> <p>v. Bachelor's degree in Computer Science, Information Technology, Data Science, Software Engineering, or a related ICT discipline (2 marks)</p> <p>vi. Master's degree in Audit, Risk and Compliance, Business Administration, Information Systems, or Data Analytics or related field preferred for a leadership role (2 Marks )</p> <p>vii. Must have Risk Management Certification, PMP or Prince2 or any project management certification, System Audit Certification or equivalent (3 marks)</p> <p>viii. Experience: Five (5) years' experience or more in development/implementation of Audit, Risks and Compliance Management Systems (3marks) - 0.6 marks per year of experience.</p> <p><b>TWO (2) ARC experts</b></p>	10

	iv. Must have a Degree in ICT or related field (2 marks X 2 = 4 Marks) v. Must have a Certificate in System Audit or Risk Management (3 Marks X 2 = 6 Marks) vi. Experience: Three (3) years' experience or more in Software Engineering (5marks), Two (2) years' (3 marks), one(1) year (1 mark) and less than one year (0 marks) (Marks awarded per developer experience - Maximum is 5 X 2 = 10 marks)	20
	Organization structure of the implementation team with roles and responsibilities clearly defined (One of the team members MUST belong to the disadvantaged groups i.e. Youth, Women or PWDs) (5 marks for the Organization structure and 5 marks for evidence of a team member who falls under disadvantaged group)	10
3	<b>APPROACH, METHODOLOGY &amp; WORKPLAN</b>	
	iii. Technical approach and methodology for the proposed service (5 marks) iv. Provide a Project Plan clearly indicating - Activities, Timelines and Resources required for the support (5 marks)	10
<b>TOTAL</b>		<b>80</b>

The maximum score under Vendor evaluation is 80 Marks. Bidders MUST score at least 70 Marks in the Vendor Evaluation section to proceed to the next stage (Financial Evaluation).

### **Finance Evaluation.**

The bidder with the lowest financial cost shall be recommended for award of this Tender provided they have satisfied the requirements set out in the preliminary and mandatory technical stage, and scored a minimum of 70 out of the possible 80 marks in the vendor evaluation stage.

### **5.0 Refence sites Confirmation**

The Agency shall conduct due diligence on the reference sites for verification of the information presented by the winning bidder. Any false site information shall lead to disqualification of the bidder.

a) *History of non-performing contracts:*

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non- performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last \_\_\_(*specify years*). The required information shall be furnished in the appropriate form.

b) *Pending Litigation*

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c) *Litigation History*

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last \_\_\_\_\_(*Specify years*). All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the year's specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

## SECTION IV - TENDERING FORMS

### 1. FORM OF TENDER

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

#### INSTRUCTIONS TO TENDERERS

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

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

**Identification:**.....[insert identification] **Alternative**

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

Option1,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*

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*

	<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.		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
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)

\_\_\_\_\_  
(Date)

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)

.....  
(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 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.....

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 be low 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.

## 2. TENDERER INFORMATION FORM

*[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

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

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

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

1. Tenderer's Name:  
.....*[insert Tenderer's legal name]*

2. In case of JV, legal name of each member:  
.....*[insert legal name of each member in JV]*

3. Tenderer's actual or intended country of registration:  
.....*[insert actual or intended country of registration]*

4. Tenderer's year of registration: .....*[insert Tenderer's year of registration]*

5. Tenderer's Address in country of registration:  
.....*[insert Tenderer's legal address in country of registration]*

6. Tenderer's Authorized Representative Information

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

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

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

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

7. Attached are copies of original documents of.....  
*[check the box(es) of the attached original documents]*

Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of

registration of the legal entity named above, in accordance with ITT 4.4.

- In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. In case of state-owned enterprise or institution, in accordance with ITT4.6 documents establishing:
    - i) Legal and financial autonomy
    - ii) Operation under commercial law
    - iii) Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity
  - A current tax clearance certificate or tax exemption certificate in case of Kenyan tenderers issued by the Kenya Revenue Authority in accordance with ITT 4.14.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

OTHER FORMS

3. TENDERER'S JV MEMBERS INFORMATION FORM

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

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

ITT No.: ..... *[insert number of Tendering processes]*

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

1. Tenderer's Name: <i>[insert Tenderer's legal name]</i>
2. Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Tenderer's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <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.
8. Included are the organizational chart and a list of Board of Directors.

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

**Beneficiary:** \_\_\_\_\_

**Request for Tenders No:** \_\_\_\_\_

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

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

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

1. We have been informed that \_\_\_\_\_ (here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after called " the Tender") for the execution of \_\_\_\_\_ under Request for Tenders No. \_\_\_\_\_ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
  - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
  - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above onor before that date.

\_\_\_\_\_  
*Signature(s)]*

**FORMAT OF TENDER SECURITY [Option 2-Insurance Guarantee]**

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

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

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

—

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
  - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Principal; or
  - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers ("ITT") of the Procuring Entity's Tendering document.

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

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not

the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.

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

[Date ]	[Signature of the Guarantor]
[Witness]	[Seal]

#### TENDER-SECURING DECLARATION FORM

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

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

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

To:.....

.[insert complete name of Purchaser]

I/We, the undersigned, declare

that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I / we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we - (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or(ii) fail or refuse to furnish he Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall

expire if we are not the successful Tenderer(s), upon the earlier of:

- a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
  - b) thirty days after the expiration of our Tender.
4. I / We understand that if I am / we are / in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid , and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

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

Name: .....

Duly authorized to sign the bid for and on behalf of:

.....*[insert complete name of Tenderer]* Dated on  
..... day of.....

*[Insert date of signing]*

Seal or stamp

QUALIFICATION FORMS

6. FOREIGN TENDERERS 40% RULE

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

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

## 7. FORM EQU: EQUIPMENT

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

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

Omit the following information for equipment owned by the Tenderer.

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

## 8. 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>

9. FORM PER-2:

**Resume and Declaration - Contractor's Representative and Key Personnel.**

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

Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	

Details	Address of Procuring Entity:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Procuring Entity:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

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

### DECLARATION

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

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

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

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

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

Name of Contractor's Representative or Key Personnel:

---

[insert name] Signature:

---

---

Date: (day month year):

---

---

Countersignature of authorized representative of the Tenderer:

Signature:

---

Date: (day month year):

---

## TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION

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

### 10 FORM ELI -1.1 Tenderer Information Form

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

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

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <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 and a list of Board of Directors.

**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 and a list of Board of Directors.

**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

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

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

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.

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	

<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:	
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 \_\_\_ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

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

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

Average Annual Construction Turnover

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

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

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

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

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

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

**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. FORM FIN-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.

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

**17. FORM EXP-4.1**

*General Construction Experience*

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

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

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

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

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

\_\_\_\_\_ pages

Starting	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 Construction and Contract Management Experience*

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

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

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

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

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

Telephone/fax number	
E-mail:	
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)**

*Construction 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	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	<b>Kenya Shilling</b>			
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				

	<b>Information</b>		
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	

2 Activity No. Two 3.

## 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> _____ <b>Page N°</b> _____ <b>of</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					
					Total Tender Price	

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]*

## 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.

**I). The successful Tenderer**

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

**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>
<i>[insert name]</i>	<i>[insert Tender price]</i>	<i>[insert evaluated price]</i>

<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]

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

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

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

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

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

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

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

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

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

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

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

*iv. How to make a complaint*

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

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

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

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

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

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

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

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required to support the complaint.
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) or [info@ppra.go.ke](mailto:info@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]*forexecutionofthe*[nameoftheContractandidentificationnumber, 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 28days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the tender document.

Please return the attached Contract dully signed

AuthorizedSignature:.....

.....

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 there of]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of \_\_\_\_\_ under Request for Tenders No. \_\_\_\_ ("The ITT").

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

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

- (a) Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Form of Tender ("the Tender Validity Period"), or any extension there to provide by the Applicant; or
- (b) Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) 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 agreementsignedbytheApplicantandtheperformancesecurityissuedtothe 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.

\_\_\_\_\_  
*[Signature(s)]*

## 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 irrespective names this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal \_\_\_\_\_ Corporate Seal (where appropriate) Surety: \_\_\_\_\_

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

*(Printed name and title)*

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

*(Printed name and title)*

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

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

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

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

Email: \_\_\_\_\_

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 of our 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

\_\_\_\_\_ / \_\_\_\_\_

\_\_\_\_\_

\*: 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.*

## **PART II - PROCURING ENTITY'S REQUIREMENTS**

## SECTION V - ACTIVITY SCHEDULE

### AUDIT, RISK & COMPLIANCE MANAGEMENT SYSTEM REQUIREMENTS

#### 2.0 BRIEF ON KENYA TRADE NETWORK AGENCY (KENTRADE)

##### 2.1 Introduction

Kenya Trade Network Agency (KENTRADE) is a State Corporation established through a National Electronic Single Window System (NESWS) Act, 2022. KENTRADE's mandate is to establish and manage a National Electronic Single Window System (KNESWS) and to facilitate trade. The National Electronic Single Window System is to serve as a single-entry point for parties involved in international trade and transport logistics to lodge documents electronically, for processing and approval and to make payments electronically for fees, levies, duties, and taxes due to the Government, on goods imported or exported in the country.

The key functions of the Agency are to:

- a. Implement policies relating to the National Electronic Single Window System;
- b. Integrate electronic systems of public and private entities involved in receipting, processing and approving documents relating to international trade transactions;
- c. Develop, manage, and promote interchange of electronic data for facilitation of trade;
- d. Undertake and co-ordinate research and surveys in electronic commerce aimed at simplifying and harmonizing trade documentation;
- e. Maintain an electronic database of all imported and exported goods and services and the levies, fees, duties and taxes charged on imported or exported goods and services;
- f. Collect trade statistics;
- g. Plan, develop, monitor and evaluate training programmes for all stakeholders to ensure conformity with international best practices; and
- h. Perform such other functions related to trade facilitation and other such duties as the Minister may, from time to time, assign to the Agency.

##### 2.2 KenTrade's Vision

A Global Leader in Trade Facilitation

##### 2.3 KenTrade's Mission

To facilitate trade by simplifying, harmonizing and automating business processes through effective and efficient management of the National Electronic Single Window System and provision of related services for Kenya's global competitiveness.

## **2.4 KenTrade's Core Value**

As a public sector institution, we are dedicated to excellence and provision of high-quality professional services to our customers. The values that guide us in achieving our vision and mission are:

- i. Customer centric
- ii. Integrity
- iii. Excellence
- iv. Innovation

## **3.0 Background**

KenTrade, as a government agency mandated to facilitate trade and manage the Kenya National Electronic Single Window System (Trade Facilitation Platform), operates in a complex environment characterized by multiple stakeholders, regulatory obligations, high data sensitivity, and reliance on ICT driven operations. Consequently, the Agency faces diverse risks including strategic, operational, financial, technological, and compliance-related risks that can significantly affect its ability to achieve its objectives if not effectively managed.

Currently, KenTrade manages risk through fragmented, spreadsheet based, or manual methods within different departments. These approaches have become inadequate given the increasing complexity of operations, dynamic regulatory frameworks, and the need for timely, data driven decision making.

The existing environment presents several challenges in the management of audit, risk, and compliance (ARC) functions within the institution:

### **1. Fragmented Audit, Risk, and Compliance Processes**

Audit, risk management, and compliance activities are conducted in isolation across departments, leading to duplication of effort, inconsistent methodologies, and lack of synergy in addressing control weaknesses and emerging risks.

### **2. Absence of a Centralized ARC Platform**

There is no unified system for capturing, tracking, and reporting audit findings, enterprise risks, and compliance obligations in real time. This fragmentation limits the ability to obtain an integrated view of organizational exposure and assurance activities.

### **3. Limited Visibility and Oversight**

Management and the Board lack timely, consolidated visibility into audit outcomes, key risks, compliance status, and mitigation progress, making it difficult to identify systemic issues or emerging threats early enough for effective intervention.

#### **4. Inconsistent Alignment with Strategic and Regulatory Objectives**

Current processes do not adequately link ARC activities with institutional objectives, key performance indicators (KPIs), and statutory frameworks such as the Public Finance Management (PFM) Act, 2012, Data Protection Act, 2019, ISO 31000, ISO 27001, and other governance standards, resulting in compliance gaps and inefficiencies.

#### **5. Weak Linkages Between Audit, Risk, and Compliance Functions**

Audit findings, risk registers, and compliance reports are maintained separately, limiting cross-functional insights and resulting in reactive rather than proactive risk mitigation and control improvement.

#### **6. Manual and Paper-Based Processes**

The reliance on manual tools such as spreadsheets and email for managing ARC activities leads to data inconsistency, version control issues, and limited accountability in follow-up actions.

#### **7. Lack of Automation and Analytics**

The institution lacks automated alerts, dashboards, and analytical capabilities to support predictive risk analysis, continuous auditing, and data-driven compliance monitoring.

#### **8. Inadequate Reporting to Oversight Bodies**

Preparation of reports for external oversight institutions—such as the Office of the Auditor-General (OAG), National Treasury, and the Ethics and Anti-Corruption Commission (EACC)—is time-consuming and prone to error due to disparate data sources and lack of standardized reporting tools.

#### **9. Limited Capacity and Institutional Knowledge Retention**

In the absence of a structured digital system, institutional knowledge related to risk assessments, audit findings, and compliance obligations is often lost due to staff turnover or poor documentation practices.

In recognition of these challenges, KenTrade seeks to procure and implement a robust Audit, Risk and Compliance Management (ARC) System to streamline, automate, and institutionalize Audit, Risk and Compliance management practices in alignment with its governance and compliance objectives.

### **4.0 Objectives of the Audit, Risk and Compliance (ARC) Management System**

The main objective of acquiring a vendor to implement, support, and maintain the Audit, Risk, and Compliance (ARC) system is to strengthen the organization's capacity to plan, execute, and monitor internal audits; identify, assess, and mitigate risks; and ensure continuous compliance with applicable laws, regulations, and

internal policies. The system will provide an integrated, technology-driven framework that enhances transparency, accountability, and data driven decision-making across all functional areas, thereby improving governance and performance efficiency. The specific objectives are to:

### **1. Ensure Legal and Regulatory Compliance**

- Facilitate systematic compliance with the *Public Finance Management (PFM) Act, 2012, Data Protection Act, 2019, Public Audit Act, 2015*, and other relevant Kenyan laws and regulations.
- Support adherence to government risk management guidelines, internal control frameworks, and international standards such as *ISO 31000, COSO ERM, ISO 27001, and Global Internal Audit Standards (GIAS)*.

### **2. Promote Transparency, Accountability, and Integrity**

- Strengthen anti-corruption, transparency, and accountability mandates under Kenyan law, including the *Leadership and Integrity Act, 2012* and *Bribery Act, 2016*.
- Enable traceability and visibility of audit, risk, and compliance activities to oversight bodies and the public through robust reporting and disclosure mechanisms.

### **3. Enhance Efficiency and Reduce Operational Costs**

- Automate audit, risk, and compliance workflows to eliminate manual, paper-based processes.
- Reduce time, cost, and administrative overheads associated with planning, execution, and reporting of audit and risk activities.

### **4. Enable Integrated Audit, Risk, and Compliance Management**

- Provide a centralized platform for managing audit plans, risk registers, compliance obligations, and related controls in a unified manner.
- Integrate seamlessly with existing governance tools and enterprise systems to offer a single source of truth for governance, risk, and compliance information.

### **5. Strengthen Risk Identification, Assessment, and Mitigation**

- Digitize and standardize risk management processes across all departments and business units.
- Enable proactive risk management through real time tracking, heat maps, alerts, and escalation workflows for high-impact risks.
- Link identified risks with strategic objectives, key performance indicators (KPIs), and audit findings to support risk based decision making.

### **6. Improve Decision-Making Through Real-Time Analytics and Insights**

- Provide management and the Board with real time dashboards, analytics, and trend reports on key risks, audit outcomes, and compliance status.

- Support data driven decision making and continuous improvement through key risk indicators (KRIs) and performance metrics.
- 7. Support Digital Transformation and E-Government Strategy**
- Align with the Government of Kenya’s digital transformation agenda by digitizing core audit, risk, and compliance functions.
  - Strengthen institutional capacity for secure, efficient, and technology enabled governance.
- 8. Foster a Culture of Continuous Improvement and Accountability**
- Enable continuous monitoring and evaluation of internal control effectiveness, compliance maturity, and organizational resilience.
  - Support learning and improvement through analysis of audit findings, emerging risk trends, and lessons learned.

## 5.0 SCOPE OF WORK

The selected Vendor shall be responsible for the design, configuration, implementation, training, and post deployment support and maintenance of an integrated Audit, Risk, and Compliance (ARC) System for KenTrade. The solution shall automate and streamline the institution’s audit, risk management, and compliance functions in alignment with Kenyan public sector governance requirements and international best practices.

The Vendor’s scope of work shall include, but not be limited to, the following:

1. **Implementation Proposal.** The Vendor shall provide a clear and detailed technical and functional implementation proposal for the ARC System, outlining methodologies, system architecture, audit and risk taxonomy design, data migration approach, integration points, and configuration roadmap, within fourteen (14) days from the date of contract signing.
2. **System Configuration and Implementation.** The Vendor shall configure and implement the ARC System to support the end-to-end management of audit planning and execution, risk identification and assessment, compliance monitoring, mitigation planning, issue tracking, and reporting, aligned with relevant international frameworks such as ISO 31000 (Risk Management), COSO ERM, and Global Internal Audit Standards (GIAS), as well as applicable public sector governance and risk management guidelines.
3. **Integration with Other Governance Platforms.** The Vendor shall integrate the ARC System with other institutional governance platforms, including but not limited to Performance Management Systems, Financial Management Systems, and Compliance Registers, to enable unified governance, risk, audit, and

compliance (GRC) reporting and oversight.

4. **Documentation and Knowledge Transfer.** The Vendor shall provide comprehensive technical documentation, user manuals, and system configuration guides to facilitate effective knowledge transfer and capacity building for KenTrade staff.
5. **Training and Capacity Development.** The Vendor shall conduct targeted training sessions for designated user groups including internal auditors, risk owners, compliance officers, management, and system administrators covering system operation, configuration, reporting, and maintenance of the ARC System.
6. **Licensing, Post-Implementation Support, and Maintenance.** The Vendor shall provide and apply the necessary licenses, one (1) year of post-implementation support and maintenance, and system optimization, including software updates, troubleshooting, performance monitoring, and enhancements to ensure system stability, reliability, and continuous improvement.
7. **Compliance and Security Assurance.** The Vendor shall ensure that the implemented ARC solution complies with KenTrade’s ICT policies, cybersecurity standards, and all applicable data protection and privacy requirements, including the Data Protection Act, 2019 and its subsidiary regulations. The Vendor must also ensure data sovereignty, with all institutional data securely hosted and managed within the Republic of Kenya.

**i. Legal and Regulatory Framework**

The proposed ARC system must directly support KenTrade’s adherence to the following key Kenyan laws, regulations, and standards:

Law / Regulation / Standard	Key Compliance Requirement Relevant to the ARC System
<b>The Constitution of Kenya, 2010 (Chapter 12)</b>	Upholds the principles of public finance, including openness, accountability, and public participation. The system must facilitate transparent reporting on the use of public funds.
<b>Public Finance Management (PFM) Act, 2012</b>	Mandates the establishment of an effective internal audit function and a risk management framework. The system must support the planning and execution of audit plans,

	and the maintenance of an institutional risk register.
<b>Public Audit Act, 2015</b>	Defines the scope of public audit. The system must facilitate follow-up and tracking of management actions in response to audit recommendations from the Office of the Auditor-General.
<b>Data Protection Act, 2019</b>	Governs the processing of personal data. The system must ensure data is stored securely within Kenya (data sovereignty), with robust access controls, and support for data subject rights.
<b>National Treasury - Public Sector Risk Management Framework</b>	Provides guidelines for implementing risk management. The system must enable risk assessment methodologies, risk appetite setting, and monitoring of risk treatment plans as per this framework.

**PART III - CONDITIONS OF CONTRACT AND  
CONTRACT FORMS**

**SECTION VI - GENERAL CONDITIONS OF CONTRACT**

**B. SPECIAL CONDITIONS OF CONTRACT**

**SECTION VII - SPECIAL CONDITIONS OF CONTRACT**

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(d)	The contract name is <b>TENDER FOR THE PROVISION OF AN AUDIT, RISK AND COMPLIANCE MANAGEMENT SYSTEM</b>
1.1(g)	The Procuring Entity is <i>Kenya Trade Network Agency</i>
1.4	The addresses are: Procuring Entity: <i>Kenya Trade Network Agency</i> Attention: <u>procurement@kentrade.go.ke</u> Service Provider: _____ Attention: _____ Email address: _____
1.6	The Authorized Representatives are: For the Procuring Entity: <b>Loreen Otieno</b> <b>Manager, Internal Audit</b> For the Service Provider: _____
3.9	The performance security shall be 7.5% of the cost of the tender.
6.5	Payment shall be made within 30 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 30 days in the case of the final payment.

## C. APPENDICES

### *Appendix A - Description of the Services*

*Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Procuring Entity, etc.*

### *Appendix B - Schedule of Payments and Reporting Requirements*

*List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."*

### *Appendix C - Breakdown of Contract Price*

*List here the elements of cost used to arrive at the breakdown of the lump-sum price:*

- 1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

*This appendix will exclusively be used for determining remuneration for additional Services.*

### *Appendix D - Services and Facilities Provided by the Procuring Entity*

**D. FORMS**

**SECTION VIII -CONTRACT FORMS**

**FORM NO. 1 - PERFORMANCE SECURITY - (Unconditional Demand Bank Guarantee)**

*[Guarantor letterhead or SWIFT identifier code]*

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

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

PERFORMANCE GUARANTEE No.:\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

[Note: Procuring Entities are advised to use Performance Security-Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code] **Beneficiary:** [insert name and Address of Procuring Entity] **Date:** \_\_\_\_\_ [Insert date of issue]

PERFORMANCE BOND No.: \_\_\_\_\_

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

1. By this Bond \_\_\_\_\_ as Principal (hereinafter called "the Contractor") and \_\_\_\_\_] as Surety (herein after called "the Surety"), are held and firmly bound unto\_] as Oblige (herein after called "the Procuring Entity") in the amount of\_ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the\_ day of \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are herein after referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, the Surety may promptly remedy the default, or shall promptly:
  - 1) Complete the Contract in accordance with its terms and conditions; or
  - 2) Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity

and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable here under, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or

- 3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_\_.

SIGNED

ON \_\_\_\_\_

on behalf of by \_\_\_\_\_ in

the capacity of In the presence of

SIGNED ON \_\_\_\_\_ on behalf of

\_\_\_\_\_ By \_\_\_\_\_ in the capacity of

\_\_\_\_\_ In the presence of

\_\_\_\_\_

FORM NO. 3 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]

[Guarantor letter head or  
SWIFT identifier code]

[Guarantor letter head or  
SWIFT identifier code]

**Beneficiary:** \_\_\_\_\_ [Insert name and Address of Procuring Entity]

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

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ [Insert

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

1. We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (herein after called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum \_\_\_\_\_ () is to be made against an advance payment guarantee.
3. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ ()<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
  - a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
  - b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number \_\_\_\_\_ at \_\_\_\_\_
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented

to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90)percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the day of , 2,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary' s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

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

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

FORM NO. 4 BENEFICIAL OWNERSHIP DISCLOSURE FORM

(Amended and issued pursuant to PPRA [CIRCULAR No. 02/2022](#))

Tender Reference No.: \_\_\_\_\_

\_\_\_\_\_ [insert identification no] Name of the

Tender Title/Description: \_\_\_\_\_ [insert name of

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

Entity]

In response to the requirement in your notification of award dated\_ [insert date of notification of award] to furnish additional information on beneficial ownership:

\_\_\_\_\_ [select one option as applicable and delete the options that are not applicable]

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

*Details of beneficial ownership*

	<b>Details of all Beneficial Owners</b>	<b>% of shares a person holds in the company Directly or indirectly</b>	<b>% of voting rights a person holds in the company</b>	<b>Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)</b>	<b>Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)</b>
<b>1.</b>	Full Name	Directly-- -----% of shares	Directly..... .....% of voting rights	1.Having the right to appoint a majority of the directors or an equivalent governing body of the	1.Exercises significant influence or control over the Company body of the Company (tenderer)
	National identity card number or Passport number				
	Personal Identification Number (where				

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

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

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal,

published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020. (Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

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

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

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

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

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

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

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

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

Bidder Official Stamp