



STANDARD TENDER DOCUMENT

TENDER NO. KOTDA/RFP/067/2021-2022

FOR

**FRAMEWORK AGREEMENT FOR PROVISION OF HR CONSULTANCY
SERVICES FOR STAFF RECRUITMENT**



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SECTION I – INVITATION TO TENDER

Konza Technopolis Development Authority (KoTDA) now invites proposals from only eligible bidders for the following tender:

No.	Reference	Description	Category	Closing Date
1.	KoTDA/RFP/067/2021-2022	Framework Agreement for Provision of HR Consultancy and Staff Recruitment Services	OPEN	Thursday 5 th May 2022 at 2:00pm

Tender document with detailed information may be viewed and downloaded from www.konza.go.ke website free of charge from **Tuesday 12th April 2022** to **Thursday 5th May 2022**. Bidders who download the tender document from the website will be required to email their detailed contact information to procurement@konza.go.ke for recording, further clarifications, addenda and security clearance to facilitate site access.

All questions/clarifications regarding the project or offer of submission including requests for site visit, should be sent by email to procurement@konza.go.ke and copied to ceo@konza.go.ke by Tuesday 26th April 2022 at 1700hrs local Kenyan time. No other email addresses shall be used and KoTDA shall not be liable if bidders choose to send their information and/or enquiries to other email addresses

Tenderers shall submit **One Original** and **One Soft Copy** in a Flash disk or CD of all tender documents in plain sealed envelopes, with the Tender Number Clearly marked on the right-hand side corner and bearing no indication of the tenderer's name and addressed to:

The Chief Executive Officer
Konza Technopolis Development Authority
P.O. Box 1 - 90150,
KONZA TECHNOPOLIS, KENYA.
E-Mail; procurement@konza.go.ke and ceo@konza.go.ke
Tel; +254-20-4343013/4

and placed in the KoTDA Tender Box on the **7th Floor** of **Konza Complex, Konza Technopolis, located along Nairobi-Mombasa Road near Malili Township** to reach the above address not later than Thursday 5th May 2022 at **1400hrs** local time.

Submitted bids will be opened publicly at the same venue shortly thereafter in the presence of the tenderers or their representatives who choose to attend.

Any form of canvassing will lead to automatic disqualification.

SECTION II – INSTRUCTIONS TO TENDERERS

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2.1 Eligible Tenderers

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

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and KOTDA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document will be (N/A)
- 2.2.3 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be prequalified.

Contents of tender documents

- 2.2.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
 - i) Instructions to Tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form
 - xi) Performance security form
 - xii) Principal's or manufacturers authorization form
 - xiii) Declaration form.
- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the Tenderers risk and may result in the rejection of its tender.

2.3 Clarification of Documents

- 2.3.1 A prospective candidate making inquiries of the tender document may notify KoTDA in writing or by post, fax, email at the entity's address indicated in the Invitation to Tender. KoTDA will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders prescribed by KoTDA. Written copies of KoTDA's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents.
- 2.3.2. KoTDA shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tenderer to make timely submission of its tender

2.4 Amendment of documents

- 2.4.1 At any time prior to the deadline for submission of the tenders, KoTDA for any reason whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.4.2. All prospective Tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.4.3. In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their tenders, KOTDA, at its discretion, may extend the deadline for the submission of tenders.

2.5 Language of tender

- 2.5.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and KoTDA, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by KoTDA within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the Tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the Tenderers qualifications to perform the contract if its tender is accepted shall establish to the procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security (N/A)

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.2 The tender security is required to protect KoTDA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
 - (a) A bank guarantee.
 - (b) Cash.
 - (c) Such insurance guarantee approved by the Authority.

(d) Letter of credit.

(e) Guarantee by a deposit taking Micro Finance Institution, SACCO Society, the Youth Enterprise Fund and the Women Enterprise Fund.

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by KoTDA as non-responsive, pursuant to paragraph 2.20.

2.12.5 Unsuccessful Tenderer's security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by KoTDA.

2.12.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.7 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by KoTDA on the Tender Form; or

(b) In the case of a successful tenderer, if the tenderer fails:

(i) to sign the contract in accordance with paragraph 2.26

or

(ii) to furnish performance security in accordance with paragraph 2.27.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 150 days or as specified in the invitation to tender after date of tender opening prescribed by KoTDA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KoTDA as non-responsive.

2.13.2 In exceptional circumstances, KoTDA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare **two copies** of the tender, clearly / marking each "**ORIGINAL TENDER**" and "**SOFT COPY OF TENDER,**" as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**SOFT COPY.**” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

- (a) be addressed to KoTDA at the address given in the invitation to tender
- (b) bear tender number and name in the invitation to tender and the words: “**DO NOT OPEN BEFORE Thursday 5th May 2022 at 1400 hrs.**”

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, KoTDA will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by KoTDA at the address specified under paragraph 2.15.1 (a) no later than **Thursday 5th May 2022 at 1400 hrs.**

2.16.2 KoTDA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of KoTDA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by KoTDA as provided for in the appendix.

2.17 Modification and withdrawal of tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tender’s is received by KoTDA prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 KoTDA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 KoTDA shall give prompt notice of the termination to the Tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

2.18.1 KoTDA will open all tenders in the presence of Tenderers' representatives who choose to attend, on **Thursday 5th May 2022 at 1400 hrs.** and in the location specified in the invitation to tender. The Tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as KoTDA, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 KoTDA will prepare minutes of the tender opening which will be submitted to the Tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders KoTDA may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence KoTDA in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the Tenderers tender.

Comparison or contract award decisions may result in the rejection of the Tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 KoTDA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. if the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 KoTDA may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, KoTDA will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which

conforms to all the terms and conditions of the tender documents without material deviations. KoTDA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by KoTDA and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, KoTDA will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

2.22.1 KOTDA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 KOTDA's evaluation of a tender will consider, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender; (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

(a) *Operational Plan.*

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

(b) *Deviation in payment schedule.*

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

2.22.5 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following: -

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23. Contacting KOTDA

2.23.1 Subject to paragraph 2.19, no tenderer shall contact KOTDA on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence KOTDA in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the Tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, KOTDA will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the Tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as KOTDA deems necessary and appropriate.

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

b) Award Criteria

2.24.3 Subject to paragraph 2.26 KOTDA will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 KOTDA reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or Tenderers or any obligation to inform the affected tenderer or Tenderers of the grounds for KOTDA's action. If KOTDA determines that none of the Tenderers is responsive; KOTDA shall notify each tenderer who submitted a tender.

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract

award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and KOTDA pursuant to clause 2.26. Simultaneously the other Tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, KOTDA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.26 Signing of Contract

- 2.26.1 At the same time as KOTDA notifies the successful tenderer that its tender has been accepted, KOTDA will simultaneously inform the other Tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KOTDA.
- 2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

- 2.27.1 Within thirty (30) days of the receipt of notification of award from KOTDA, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to KOTDA.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KOTDA may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 KOTDA requires That Tenderers Observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 KOTDA will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in Competing For The contract in question;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of services *shall* complement or amend *the* provisions of *the* instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to Tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: <i>The tender is open to consultants who provide HR Staff Recruitments Services</i>
2.2.2	Price to be charged for tender documents. <i>Kshs. 1,000 for those who purchase the tender document directly(N/A) and free for those who download the document</i>
2.10	<i>Particulars of other currencies allowed. None</i>
2.11	<i>Particulars of eligibility and qualifications documents of evidence required. Copies of:</i> i) <i>Certificate of Registration/Incorporation</i> ii) <i>Certificate of valid tax compliance</i> iii) <i>VAT Certificate</i>
2.12.2	Particulars of tender security (N/A)
2.12.3	Provide an original tender Security (N/A)
2.13	Validity of Tenders: <i>Tenders Shall remain valid for 150 days from the date of tender opening.</i>
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to Konza Complex 7 th Floor In Konza Technopolis
2.22	Evaluation Criteria is attached
2.24	Particulars of post - qualification if applicable. <i>KOTDA may inspect the premises and /or check the accuracy of any or all information provided by the bidder before awarding a contract.</i>
2.24.4	Award Criteria: [REDACTED] <i>Framework Contract will be awarded to the most responsive bidders (technical + financial).</i>
2.30	Particulars of performance security if applicable. (N/A) The successful tenderer's tender security will be discharged upon the tenderer signing the contract. N/A Performance security equivalent (N/A) will be required from successful bidder in either of the following forms: - i. a bank guarantee; <i>or</i> ii. Guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.
<i>Other's as necessary</i>	<i>Complete as necessary. None</i>

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- i) “The contract” means the agreement entered into between KOTDA and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- ii) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- iii) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to KOTDA under the Contract.
- iv) “KOTDA” means Konza Technopolis Development Authority.
- v) “The contractor means the individual or firm providing the services under this Contract.
- vi) “GCC” means general conditions of contract contained in this section
- vii) “SCC” means the special conditions of contract
- viii) “Day” means calendar day

3.2 Application

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

3.3 Standards

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

3.5 Patent Right’s

The tenderer shall indemnify KOTDA against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KOTDA the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 The proceeds of the performance security shall be payable to KOTDA as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.

- 3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to KOTDA and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.
- e) Guarantee by a deposit taking Micro Finance Institution, SACCO Society, the Youth Enterprise Fund and the Women Enterprise Fund.

3.6.4 The performance security will be discharged by KOTDA and returned to the candidate not later than thirty (30) days following the date of completion of the Tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

3.7.1 KOTDA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. KOTDA shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KOTDA.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, KOTDA may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to KOTDA.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

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

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with KOTDA's prior written consent.

3.10 Termination for Default

KOTDA may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by KOTDA.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of KOTDA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event KOTDA terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to KOTDA for any excess costs for such similar services.

3.12 Termination of insolvency

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

3.13 Termination for convenience

3.13.1 KOTDA by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for KOTDA convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination KOTDA may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

KOTDA's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the provisions of the SCC herein shall prevail over those the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable(N/A) Performance security equivalent (N/A) in either of the following forms will be required: - i. a bank guarantee; or ii. Guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund
3.7	Specify method Payments. Payments shall be made at the end of every Month within 30 days upon receipt of Invoice(s).
3.8	Specify price adjustments allowed. None
3.14	Specify resolution of disputes. In case of a dispute between the service provider and the employer, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred for arbitration as per provisions of the Arbitration Act of 1995 before a single arbitrator to be agreed on by the parties and in failure of such an agreement by the Chairperson for the time being of the chartered institute of Arbitrators Kenya branch and any award given shall be final
3.16	Specify applicable law. Laws of Kenya
3.17	Indicate addresses of both parties. Client- Konza Technopolis Development Authority 7 th Floor Konza Complex P.O Box 1-90150, Konza Technopolis, Kenya Tel: 0204343013/4 Bidder to indicate Name: Location: Postal address: Email: Cell phone: Office line : Website

EVALUATION CRITERIA

The following requirements **must be met** by the tenderer notwithstanding other requirements in the tender documents: -

A) MANDATORY REQUIREMENTS

<i>No.</i>	<i>Requirements</i>	<i>Responsive or Not Responsive</i>
1.	Must Submit a copy of certificate of Registration /Incorporation	
2.	Must provide a Valid Tax Compliance certificate, CR 12 certificate	
3.	Must provide current Practicing certificates from Certified Human Resource Professional (CHRP)	
4.	Must provide certificate of good standing for the firm from Institute of Human Resource Management (IHRM)	
5.	Duly filled, stamped and signed form of tender in the format provided.	
6.	Must provide Professional Indemnity cover of at least Kshs. 10 million	
7.	Attach copy of valid Single Business Permit from County Government.	
8.	Must Fill, sign and stamp the Price Schedule in the format provided	
9.	Must submit a dully filled, signed and stamped self-declaration form in the format provided	
10.	Must provide letters of recommendation from the bidders (5) major clients	
11.	Must submit a dully filled, signed and stamped Confidential Business Questionnaire in the format provided	
12.	Attach audited Financial Statement for the last two years (2020 & 2021)	
13.	Provide one original and one copy of tender document properly bound and Paginated/serialized/numbered in a sequential manner on all pages and all attachments.	

Note:

Bidders must meet all the mandatory requirements to qualify for technical evaluation

B) TECHNICAL EVALUATION
Technical Evaluation Criteria

S/NO	CRITERIA		BIDDER COMMENTS
1	<p>General experience in provision of staff recruitment services & HR consultancy. Bidder to submit a list of 5 major institutions where they have offered HR consultancy services in the last 4 years (attach signed contracts, award letters, LSOs from the said institutions) The list must include names and addresses of the institutions, dates and period of engagement and the contact persons for each institution.</p> <p><i>o Each complete submission as requested above carries 5 points</i></p> <p>b. Organization structure: Bidder to provide company profile - (5 marks)</p>	30	
2	<p>The firm should provide evidence of the system used to generate the interview report and documents to the client. The report and the documentation should be conclusive from the First stage to the last</p> <p>(Provide a sample report which the firm has done in the previous assignment)</p>	15	
3	<p>Provide a detailed work schedule on when the report will be submitted to the client.</p>	5	
4	<p>Number of years firm has been engaged in provision of HR Consultancy services</p> <p>< 5 years (20 points will be awarded)</p> <p>< 5 years >4 years (15 points will be awarded)</p> <p><4 years > 3 years (10 points will be awarded)</p> <p><3years (5 points will be awarded)</p>	20	

4	Team composition Key staff education and professional qualification: Bidder to attach current detailed CV's of partners/ associates) signed by the owners showing relevant experience in provision of HR recruitment services and giving evidence of specialization)	30	
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Note.

At technical evaluation, KoTDA will score the bidders based on the evidence provided in the bid document as required in the standard forms. The minimum score to qualify will be 80 marks. Only Bidders who score above 80% of the total technical score will be subjected to financial evaluation. Those who score below 80% will be eliminated at this stage from the entire evaluation process and will not be considered.

C. FINANCIAL EVALUATION

Financial evaluation will be done based on the submitted price schedule of the activities in the table below:

Category	Job Group/Title	Description of Activity	Unit Price	Applicable Taxes	Total Cost inclusive of Applicable Tax
1.	POST FOR RECRUITMENT	Advertisement in Local Daily Newspaper	Direct Cost to be met by KOTDA	Direct cost to be met by KOTDA	Direct cost to be met by KOTDA
2.	Advertisement in the service providers website	No charges	No charges	No charges	No charges
3.	10 Candidates will go through prescreening	Pre-screening and interview			
4.	5 Candidates will do the test.	Psychometric tests			
5.	Operational Costs	Stationary			
6.	Recruitment costs	Recruitment fees		16% VAT	Recruitment Fees plus VAT
Total Cost of Recruitment					

NB: In case of discrepancy between unit price and total, the unit price shall prevail.

NOTE

The Authority will enter into a framework contract with bidders who shall have been determined to be technically and financially responsive in accordance with the evaluation criteria.

SECTION VI – DESCRIPTION OF SERVICES

DESCRIPTION OF THE SERVICES FOR THE PROVISION OF HR CONSULTANCY AND STAFF RECRUITMENT SERVICES

1. NATURE AND SCOPE OF THE HR CONSULTANCY SERVICES

1.1 KOTDA intends to procure provision of HR Consultancy services for Staff Recruitment

1.3 To offer a myriad of Staff recruitment and associated HR consultancy services (hereafter referred to as the Services) as may from time to time be required over the period in question.

1.4 The scope of the Services includes but not limited to the following fields of HR:

- (b) Identify the critical job competencies and person specifications for recruitment positions as derived from the existing role profiles provided by KoTDA;
- (c) Prepare suitable advertisements based on the approved role profiles to be placed in widely circulated print media or professional recruitment social platforms upon agreement with KoTDA;
- (d) Complement the advertisements with database search and other methodologies e.g. head hunting (if need be);
- (e) Receive, analyse, serialize and submit to KoTDA the initial long list of all applicants for consideration and sign off;
- (f) Screen and shortlist applicants based on the agreed selection criteria as stated in the vacancy announcement;
- (g) Review the list of candidates short-listed with KoTDA and gain approval for commencement of the interview process;
- (h) Adopt appropriate interview methodology(ies) and prepare interviewing tools and materials (including evaluation criteria, structured questions and points for examination, tests/assessment centres) focused on the position under consideration;
- (i) Conduct competency based interviews for the agreed shortlisted candidates based on the agreed criteria as stated in the vacancy announcement;
- (j) Conduct psychometric tests and other relevant assessments on the best five candidates;
- (k) HR Training and capacity building
- (l) Conduct HR surveys and baseline
- (m) Conduct exit interviews

- (e) Prepare and present to KoTDA a report on the initial interviews and psychometric tests. This should give a complete listing of all candidate tested with their scores per test including a complete listing of all candidates not deemed suitable for testing with the reasons stated for their lack of suitability;
- (f) Offer advisory support services to the KoTDA Interview Panel which will include but not limited to: all the necessary requisite arrangements and plans for the interview; contacting candidates, preparation of interview schedules, interview questions and score sheets, preparation of folders to be used by the interview panel members, taking minutes during the interviews, including recording marks awarded; and preparation and submission of the comprehensive final report to KoTDA;
- (g) Conduct independent reference and background checks for the candidates selected by KoTDA for appointment;
- (h) Communicate by letter or email to unsuccessful candidates after completion of the recruitment; and,
- (i) Provide such other services as incidental to the recruitment and selection process.

2. QUALIFICATIONS OF THE CONSULTANTS

1. The recruitment consultants should have extensive experience of not less than ten (10) years in executive search and selection assignments, with the ability to attract and conduct multiple recruitments at the same time maintaining the highest professional and qualitative standards.
2. Should have proven track records in placement especially for senior management teams. The recruitment consultants shall provide a list of similar assignments carried within the last three years and indicate the percentage level, supported by a list, of successful placements.
3. In addition, the Consultants shall ensure that a fully dedicated team possessing the necessary qualifications handles assignments to completion. In this regard, the authority expects the Consultants to provide a full list of all the professionals to be involved in the assignment and their detailed CVs clearly showing their expertise and role in the assignments. The Consultant's team lead should have excellent technical skills and knowledge with not less than five (5) years' work experience in executive search and selection.

3. PHYSICAL FACILITIES/TESTING CENTRES

The Consultants should demonstrate possession of globally accredited and/or certified capability/assessments tools. With regard to the physical and testing facilities, KoTDA will conduct visits of the facilities to ascertain that they meet the high standards expected in terms of suitability and quality.

4. PRELIMINARY INTERVIEWS PANEL

The Consultants will be expected to provide KoTDA with details i.e. qualifications; experience; area of specialization of actual team members to be involved in interviewing the candidates and minimum number of members of an interview panel.

5. TURN-AROUND TIME

KoTDA expects the recruitment process for each position to take the shortest time possible. The consultants will therefore be expected to specify the duration the exercise will take, from placement of the advertisement to submission of final comprehensive reports.

6. PROCESS AUDIT

The Consultants will commit themselves to allowing KoTDA an opportunity to audit and assess the process if KoTDA desires to do so.

7. CONDUCT OF THE WORK

In undertaking this work, the service provider will report to the CEO through the Manager, Human Resource. The Manager, human resource as the client will only accept the work once satisfied with the quality of the output.

8. TERMS OF PAYMENT

Payment will be based on each successful position filled. In case of an unsuccessful process for a post, only cost incurred may be reimbursed.

8.1 KoTDA will not provide any facilities. Interested consultants will be required to factor in all costs related to the assignment in their quotations (Refer to clause 2.4 of the instruction to consultants).

SECTION VII- STANDARD FORMS

1. Form of tender
2. Price schedules
3. Confidential Questionnaire form
4. Tender Securing Declaration Form
5. Declaration Form
6. Anti-Corruption Declaration Commitment/ Pledge
7. Tender security form- **N/A**
8. Performance security form- **N/A**
9. Declaration form
10. Contract form
11. Letter of Notification of Award

FORM OF TENDER

Date.....

Tender No.

To: Chief Executive Officer
Konza Technopolis Development Authority
P. O. Box 1-90150
KONZA TECHNOPOLIS

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.... *[insert numbers]* the of which is hereby duly acknowledged, we, the undersigned, offer to provide, *provision of HR Consultancy Services for Staff Recruitment* in conformity with the said tender documents for the sum of *[As per the price Schedule]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent (N/A) for the due performance of the Contract, in the form prescribed by KOTDA.
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated thisday of2022

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of.....

PRICE SCHEDULE FOR HR CONSULTANCY AND STAFF RECRUITMENT SERVICES

PRICE SCHEDULE

Category	Job Group/Title	Description of Activity	Unit Price	Applicable Taxes	Total Cost inclusive of Applicable Taxes
1.	POST FOR RECRUITMENT	Advertisement in Local Daily Newspaper	Direct Cost to be met by KOTDA	Direct cost to be met by KOTDA	Direct cost to be met by KOTDA
2.	Advertisement in the service providers website	No charges	No charges	No charges	No charges
3.	10 Candidates will go through prescreening	Pre-screening and interview			
4.	5 Candidates will do the test.	Psychometric tests			
5.	Operational Costs	Stationary			
6.	Recruitment costs	Recruitment fees		16% VAT	Recruitment Fees plus VAT
Total Cost of Recruitment					

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Bidders Signature.....

Date.....

Official Stamp.....

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address

Tel No. E mail

Nature of Business,.....

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kshs.

Name of your bankers Branch

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of origin

Citizenship detail

Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
1.			
...			
2.			
...			
3.			
...			
4.			
....			

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship Details	Shares
------	-------------	---------------------	--------

1.....
2.....
3.....
4.....

5.....
.....

(Attach certificate of incorporation)

Date Seal/Signature of Candidate
.....

TENDER SECURING DECLARATION FORM

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

Date:..... *[of Bid Submission]*

Tender No.....

To: Konza Technopolis Development Authority

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of **Three years** starting **on the date of this tender Opening** if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If 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:*[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name:
[insert complete name of person signing the Tender Securing Declaration]

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

Dated on _____ day of _____, _____ *[insert date of signing]*

SELF-DECLARATION FORM

Date _____

To:

**Chief Executive Officer
Konza Techopolis Development
P.O. Box 1-90150
Konza Technopolis**

The tenderer i.e. (name and address)

_____ declare the following:

- a) Has not been debarred from participating in public procurement.

- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Name.....

Title.....

Signature.....

Date.....

Official Stamp.....

(To be signed by authorized representative and officially stamped)

ANTI-CORRUPTION DECLARATION COMITMENT/ PLEDGE

(Sections 62 of the PPAD Act, 2015)

I/We/Messrs.....

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

.....

Contact/Phone/E mail.....

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

I/We

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

Tender/Tender No

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

Authorized Signature.....

Name of Signatory.....

Title of Signatory

.....

Official Stamp.....

TENDER SECURITY FORM

Whereas[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender] for the provision of[name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity] (hereinafter called “the Bank”)are bound unto.....

[name of procuring entity](hereinafter called “KOTDA”) in the sum of

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this_____ day of 20_____.

THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the bidder refuses to accept the correction of errors in its bid; or
- 3. If the tenderer, having been notified of the acceptance of its Tender by KOTDA during the period of tender validity:
 - (a) Fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the instructions to Tenderers;

we undertake to pay to KOTDA up to the above amount upon receipt of its first written demand, without KOTDA having to substantiate its demand, provided that in its demand KOTDA will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To _____(Name of Employer) _____(Date)
: _____(Address of Employer)

Dear Sir,

WHEREAS _____(hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called “the Works”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____ (amount of Guarantee in figures) Kenya Shillings _____ (amount of Guarantee in words), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings _____ (amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

(Amend accordingly if provided by Insurance Company)

CONTRACT FORM

THIS AGREEMENT made the ___ day of ____ 20___ between..... [Name of procurement entity] of[country of Procurement entity](hereinafter called "KOTDA") of the one part and
.....[name of tenderer] of
.....[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS KOTDA invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for KOTDA)

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

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR CHIEF EXECUTIVE OFFICER

FORM RB 1
REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

address.....Fax No.....Tel. No.....Email, hereby request the
Public

Procurement Administrative Review Board to review the whole/part of the above mentioned
decision on the following grounds , namely:-

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders
that: - 1.

- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary