



**SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE
OF AN INTEGRATED SECURITY MANAGEMENT SYSTEM FOR BRITAM
TOWER NAIROBI**

RFP-2024-03/001

RELEASE DATE: 5th March 2024

CLOSING DATE: 27th March 2024 5:00PM

EXPRESSSION OF INTENT TO PARTICIPATE IN TENDER

This form is to be completed on receipt of the tender document from Britam Holdings PLC. This page is to be completed immediately and a scan copy in PDF format e-mailed to tenders@britam.com The data contained in this form will be used to send out any addenda that may arise. Firms that do not register their interest by completing this form may not be sent addenda that may arise.

Name of the firm's representative completing this form:

Firm's Name: _____

Address: _____

Tel No: _____

Email Address: _____

Signature: _____ Date: _____

Signed by (Name): _____

Position in Firm: _____

1.1. Background

Britam is a leading diversified financial services group, listed on the Nairobi Securities Exchange. The group has interests across the Eastern and Southern Africa region, with operations in Kenya, Uganda, Tanzania, Rwanda, South Sudan, Mozambique and Malawi. The group offers a wide range of financial products and services in Insurance, Asset management, Banking and Property.

The Group offers a wide range of products and services to individuals, small businesses, corporations and government entities. The range of products includes life insurance, pensions, health insurance, and general insurance through its insurance businesses in the region. The financial solutions which include, unit trusts, investment planning, wealth management, off-shore investments, retirement planning and discretionary portfolio management which are offered through its asset management business. In addition, the company carries out property development, and also has substantial investments in the banking sector. For More information please visit <http://www.britam.com>

1.2 RFP Terms and Conditions

The vendor shall be held to have examined the RFP documents carefully and must be satisfied that the RFP is fully understood. The vendor must clearly understand that all information given by Britam is expressly without guarantee. The vendor shall be deemed to be fully satisfied as to the correctness and sufficiency of this RFP before submitting their proposal. Failure by vendor to read and thoroughly examine the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting agreement, nor will such failure be a basis for claiming additional compensation. Failure to comply with the requirements contained in this RFP may result in the rejection of the vendors' proposal.

These RFP terms and conditions and the other provisions contained in this RFP may be, at Britam's sole discretion, made a part of, and govern any Agreement resulting from, this RFP. For the avoidance of doubt, vendors are not permitted to disclose any Confidential Information including this RFP to any third party without the prior written approval of the Procurement Manager Britam.

1.3. Acknowledgement of Bidding Documents

2. The Britam Holdings Plc. ("Britam") invites qualified firms to submit their proposals for the PROVISION INTEGRATED SECURITY MANAGEMENT SYSTEM- BRITAM TOWER

The Tender invite closes on or Before **Wednesday, 27th March, 2024 5:00 PM (GMT+3) in Nairobi**, where each bidder is required to acknowledge receipt of the RFP, and notify his intention to submit a bid by email to Britam through tenders@britam.com; the mail should include the signed registration template above on **Page 2**

2.1. Bid Preparation and submission.

Bid documents should be put in plain sealed envelopes addressed as follows:

**RFP FOR PROVISION OF PROVISION OF INTEGRATED SECURITY MANAGEMENT
SYSTEM- BRITAM TOWER.**

The Head of Procurement

Britam Head Office

Mara / Ragati Road Junction, Upper Hill

P O Box 30375-00100, Nairobi

And marked at the top "**Do not open before, Wednesday, 27th March 2024 5.00 PM (GMT+3) in Nairobi.**"

Offers must be submitted in separate documents, Technical and Commercial/Financial bids and must be submitted in separate files/envelopes, clearly identified as:

The file with the technical proposal should be identified as follows:

**Technical Proposal for Provision of Integrated Security Management System- Britam
Tower**

The file with the commercial proposal should be identified as follows:

**Commercial/Financial Provision Integrated Security Management System- Britam
Tower.**

Britam shall be entitled to reject any proposal received after the due date and time. No extension of the closing date and time shall be allowed or granted by Britam.

A two-stage procedure will be adopted by the Company for evaluating the proposals, with the technical evaluation of all proposals received in time being completed prior to any financial proposal being evaluated.

1.5. Cost of bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and Britam will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

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INVITATION TO TENDER

CONTRACT NAME AND DESCRIPTION: *Proposed Integrated Security Management System at Britam Tower, Nairobi.*

1. The ***Britam Tower Limited*** invites sealed tenders for the *Supply, Installation, Testing and Commissioning of a security management system at Britam Tower, Nairobi.*
2. Tenders shall be quoted in **KES (Kenya Shillings)**. Tenders shall remain valid for **180days** from the date of opening of tenders.
3. All Tenders must be accompanied by a ***Tender Security in the amount of Kes 3,000,000.00.***
4. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

1. Eligible Tenderers

1.1 A Tenderer may be a firm that is a private entity or institution subject to ITT 3.7 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. **Britam employees and their close relatives (*spouses, children, brothers, sisters and uncles and aunts*) are not eligible to participate in the tender.** In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS**.

1.2 Britam Officers/Employees of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract.

1.3 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) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender; or
- f) Any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer 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 contract specified in this Tender Document; or
- h) Has a close business or family relationship with a professional staff of the Procuring Entity who:
 - i. 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; or
 - ii. would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.

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

1.5 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 in other Tenders. Such participation shall

result in the disqualification of all Tenders in which the firm is involved. A firm that is not a tenderer, or a JV member may participate as a subcontractor in more than one tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender.

1.6 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.8. 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.

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

2. Eligible Goods, Equipment, and Services

2.1 Goods, equipment, and services to be supplied under the Contract may have their origin in any country that is not eligible under ITT 3.9. At the Procuring Entity's request, Tenderers may be required to provide evidence of the origin of Goods, equipment, and services.

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

3. Site Visit

3.1 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 into a contract for the Services. The costs of visiting the Site shall be at the Tenderer's own expense.

3.2 The site visit date shall be **Wednesday 13th March 2024 at 10am – Ground Floor, Britam Tower.**

- a. 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;
- b. the expiry date of the Stand Still Period; and
- c. instructions on how to request a debriefing and/or submit a complaint during the stand still period;

SECTION II - TENDER DATA SHEET (TDS)

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

Table 1.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General	
ITT 1.1	The name of the contract is <i>Proposed Integrated Security Management System at Britam Tower, Nairobi.</i> The reference number of the Contract is BT/.....
ITT 2.4	The firm that provided consulting services for the contract being tendered; M/S I.S.C Group Limited (Lead Security Consultant & Project Manager).
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: 2 No
B. Contents of Tender Document	
ITT 8.1	<ol style="list-style-type: none">a) Pre-Tender conference <i>shall not</i> take place.b) A pre-arranged site visit <i>shall</i> take place on the following date, time, and place: Date: Wednesday 13th March 2024

	Time: 10:00am Place: Britam Tower Ground Floor
ITT 8.2	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than Wednesday 13th March COB
ITT 9.1	For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is: Britam Tower Limited, P. o. Box 30375 – 00100, Nairobi. Email: tenders@britam.com Tel: 0705100100 Clarification may be requested no later than seven (7) days to the submission deadline.
C. Preparation of Tenders	
ITT 15.1/2/4	Alternative Tenders <i>shall not be</i> considered. Alternative times for completion <i>shall not be</i> permitted. Alternative technical solutions <i>will not be permitted</i> .
ITT 16.5	The prices quoted by the Tenderer shall be <i>fixed</i>
ITT 20.1	The Tender validity period shall be 180 days.
ITT 21.1	A Tender Security <i>shall be</i> required. Every tenderer must submit a three million (Kes 3,000,000.00) security from a recognizable reputable commercial bank. The tender security must be issued in its original form. A Tender-Securing Declaration <i>shall not be</i> required.
ITT 22.1	In addition to the original of the Tender, the number of copies is: 1No. All tenderers must submit one original and one copy of their tender. Please note that this is a combined technical and financial proposal.
D. Submission and Opening of Tenders	
ITT 24.1	For Tender submission purposes only, the Procuring Entity's address is: Britam Centre 5 th floor reception tender box P. o. Box 30375 – 00100, Nairobi The deadline for tender submission is: Date: Wednesday 27th March 2024 Time: 5:00 p.m. (East African Time) Tenders <i>shall not submit</i> tenders electronically.

E. Evaluation and Comparison of Tenders	
ITT 52.2	<p>Other documents required are:</p> <ul style="list-style-type: none"> i. Proof of accreditation and licensing with Information Communication and Technology Authority in any of the 8 categories. ii. Proof of Registration with Communications Authority of Kenya and or Licenses from the Communications Authority of Kenya.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provisions

Wherever a Tenderer is required to state a monetary amount, the tenderer should indicate the amounts in Kenya Shillings:

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 shall use **The Standard Tender Evaluation Document for Goods and Works** for evaluating Tenders.

Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender.

The Lowest Evaluated Tender is the tender that:

- i. meets the qualification criteria,
- ii. has been determined to be substantially responsive to the Tender Documents, and
- iii. is determined to have the Lowest Evaluated Tender price

The Lowest Evaluated Tender shall be selected for award of contract.

2. Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of "Part 2 –

Procuring Entity's Works Requirements", including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are front loaded. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guidelines on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

3. Tender Evaluation (ITT 35) Price evaluation: in addition to the criteria listed in ITT 35.2 (a) – (c) the following Criteria shall apply:

- i. **Alternative Completion Times**, if permitted under ITT 13.2, will be evaluated as follows:
.....N/A.....
- ii. **Alternative Technical Solutions** for specified parts of the Works, if permitted under ITT 13.4, will be evaluated as follows:
.....N/A.....
- iii. **Other Criteria**; if permitted under ITT 35.2(d):
.....N/A.....

4. Multiple Contracts N/A

Multiple contracts **will not** be permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

5. Alternative Tenders (ITT 13.1) N/A

An alternative if permitted under ITT 13.1, will be evaluated as follows:

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2- Works Requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

6. Margin of Preference is applicable

7. Post qualification and Contract award (ITT 39), more specifically,

- a. In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b. In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.

- i. **The Tenderer shall demonstrate that he/she has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the implementation cash flow of three hundred thousand dollars (Ksh. 50,000,000.00).**
- ii. **Minimum average annual turnover of Ksh. 200,000,000.00, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last 5 years.**
- iii. **At least 5No. contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, each of minimum value Ksh. 100,000,000.00.**
- iv. Contractor's Representative and Key Personnel, which are specified as hereunder.
- v. Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listed as *[specify requirements for each lot as applicable]* N/A
- vi. Other conditions depending on their seriousness.

a. History of non-performing contracts:

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that nonperformance of a

contract did not occur because of the default of the Tenderer, or the member of a JV in the last *5 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 or cases and decisions against the Tenderer, in the last *5 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 years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

TENDER EVALUATION CRITERIA

After tender opening, the tenders will be evaluated in 5 stages, namely:

1. Determination of Responsiveness (Mandatory Requirements).
2. Detailed Technical Examination.
3. Presentation of the bidder's proposal & demonstration.
4. Financial Evaluation.
5. Due diligence of the most responsive bidder(s).

STAGE 1- DETERMINATION OF RESPONSIVENESS (MANDATORY REQUIREMENTS)

This stage of evaluation shall involve examination of the pre-qualification conditions as set out in the Tender Advertisement Notice or Letter of Invitation to Tender and any other conditions stated in the bid document.

The following mandatory requirements must be met not withstanding other requirements in the tender document:

Table 2.

ITEM	MANDATORY REQUIREMENT	COMMENT PROVIDED/NOT PROVIDED
1	Provide a Certificate of Incorporation /Registration. (All firms to a Joint Venture to meet requirement; a maximum of two joint venture partners are allowed).	
2	Provide CR12 issued within the last six months before tender closure date for all local bidders and national identity cards /passports of directors for all local tenderers. International bidders will be required to provide CR12 of their local agents.	
3	Valid Tax Compliance Certificate issued by Kenya Revenue Authority. (All parties to a Joint Venture to meet requirement).	
4	All foreign and international participating bidders MUST provide proof of having a local technical support team. Provide a signed agreement with a local agent.	
5	Provide joint venture agreement/ letter of intent to enter into a Joint Venture or a Joint Venture agreement signed by all parties which must be executed and sealed by a licensed commissioner of oaths. (Where Applicable).	
6	Power of Attorney of the signatory of the tender to commit the tenderer and in a joint venture a party to the joint venture should	

	be nominated to commit on behalf of the whole team. Main contractor to provide joint venture agreement which must be executed and sealed by a licensed commissioner of oaths.	
7	Valid copy of business permit /business license (All parties to a Joint Venture to meet requirement. Local agent to provide proof on behalf of foreign bidders.	
8	Proof of registration with National Construction Authority –for Electrical Engineering Service Contractor NCA category 3 and above (to be submitted by the Main Contractor) Attach a valid annual practicing license for the year 2023. (Local agent to provide proof on behalf of foreign bidders.)	
9	Provide proof of details of physical addresses of the Company/business, for the bidding firm attach a lease agreement or proof of ownership of the office. Attach copies of premises ownership /lease or utility bills over the last 6 months. (All parties to a Joint Venture to meet requirement)	
10	Provide a dully filled and signed Tender Security form and a Tender Security of Ksh. 3,000,000 from a reputable Bank in the Republic of Kenya and licensed by the Central Bank of Kenya.	
11	Duly completed VALID manufacturer’s authorization for ALL the proposed equipment. If the equipment is from different suppliers, list all the equipment in a table and attach (Manufacturer’s Authorization Form) MAF for each proposed equipment. Also outline the country of origin of the proposed equipment.	
12	Dully filled, signed, and stamped Form of Tender.	
13	Dully filled, signed, and stamped Confidential Business Questionnaire.	
14	Dully filled, signed, and stamped Certificate of Independent Tender Determination.	
15	Dully filled, signed, and stamped Self Declaration form that the tenderer will not engage in any corrupt or Fraudulent Practice.	
16	Dully filled, signed, and stamped Declaration and Commitment to the Code of Ethics.	
17	Dully filled “Historical Contract Non-Performance, Pending Litigation and Litigation History” form(Form to be signed and stamped by a Commissioner of Oaths).	
18	Certified and signed audited accounts for the years 2022, 2021 and 2020.	
19	Proof of Site Visit (dully filled, signed, and stamped site visit form as per Standard Forms). (This form must be signed and stamped	

	by client representative on the specified date of site visit & the bidder's representative must be a permanent and technical employee of the firm who has worked at the firm for at least 4years (CV of the technical staff must be attached in the technical proposal).	
20	The tender should be bound appropriately with no loose pages, sequentially paginated with a proper table of contents. The tenderer must state the total number of pages on the cover page. All pages should be stamped and signed/initialized. <i>The tender MUST be serialized on each page of the bid submitted.</i> <i>The document shall be saddle staple stitched book binding</i>	
ANY BIDDER WHO DOES NOT MEET ALL THE MANDATORY REQUIREMENTS SHALL BE DISQUALIFIED FROM FURTHER EVALUATION		

Notes

- Britam Towers Limited may seek further clarification/confirmation if necessary to confirm authenticity/compliance of any condition of the tender. The tenderers who do not satisfy any of the above requirements shall be considered non-Responsive and their tenders will not be evaluated further.
- All bidders must demonstrate conformance to all the requirements tabulated below to proceed to next stages of evaluation. Failure by a bidder to provide any of the mandatory documents listed above will render their bid non responsive and the bid shall be rejected by the Procuring Entity.
- **The tender security must be submitted together with the technical proposal.**
The tender security shall be in accordance with clause 21 of Instructions to Tenderers contained in this document which states as follows:

Clause 21.1 "The tenderer shall furnish as part of its tender...a Tender Surety as specified in the Tender Data Sheet in the original form and in the amount stated in the TDS.

Clause 21.2 "the unconditional Tender surety shall be in US Dollars and be in form of a certified cheque, bank draft, an irrevocable letter of credit or a

guarantee from a reputable Bank/or Insurance company located in the Republic of Kenya. The format of the surety shall be in accordance with the sample form included in the tender documents and the tender surety shall be valid for thirty (30) days beyond the original validity period of the tender or beyond any period of extension if requested under ITT 20.0".

Clause 21.4 "If a Tender Security or Tender-Securing Declaration is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Procuring Entity as non-responsive".

STAGE 2-TECHNICAL EVALUATION

Technical evaluation shall be carried out only if the tender is determined to be responsive to the preliminary examination i.e. the presentation of all mandatory documents.

All bidders must demonstrate conformance to all the technical specifications and requirements of the tender document, and as tabulated below.

The technical evaluation shall adopt 100 points approach. Non –responsive submissions will be eliminated from the evaluation process and will not be considered further.

The tender document shall be examined based on clause 37.1 of the Instructions to Tenderers. In accordance with the Instructions to Tenderers, the tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their eligibility as per Instructions to Tenderers and adequacy of resources to effectively carry out the subject contract. The tenderers shall be required to fill the Standards Forms provided for the purposes of providing the required information. Tenderers are encouraged to attach the required information if they so desire.

Tenderers' bids will be analyzed to determine compliance with General and Particular specifications for the works as indicated in the tender document.

The evaluation team will thoroughly scrutinize the documents to satisfy themselves that the tenderer has filled, completed, and provided comprehensive and supportive documents outlining:

1. Key personnel to execute in the works (**attach certified academic certificates to relevant forms**).
2. Contracts completed in the last 5 years and their relevance to the contract (**attach certificate of practical completion and/or reference letters from Client to relevant forms**).
3. Available Credit lines and financial statements (**Attach Certified Bank statements or credit lines to relevant forms**).
4. Ownership and/or ability of leasing of tools and equipment, (Attach copies of Title & leases).
5. Schedule of the on-going contracts and their relevance to the contract.

Presentation of realistic time frame for completion of the contract shall be included with the proposal and evaluated.

TECHNICAL EVALUATION CRITERIA

The detailed scoring plan shall be as shown in the table below: -

TABLE 3

Bidders shall provide the following:

Item	Description	Points Scored	Max. Points
1	Key Personnel (Attach evidence).		
	Director of the firm <i>Holder of diploma and above (Attach the college/ university certificate)</i>		1 Mark
	At least 1No. Project Manager/Lead Expert (BSc/ Diploma Electrical/Electronic Engineering or BSc/ Diploma in IT relevant Security Installation field <i>With over 5 years' relevant experience (Attach CV and certificates).</i>		2 Marks
	At least 1No Site Project Manager – Degree/Diploma holder of key personnel in relevant Security Installations field <i>With over 5 years' relevant experience (Attach CV and certificates).</i>		2 Marks
	At least 5No. Installers with trade test certificates/ Factory technical Training Certificate in relevant Security Installation field <i>With over 5 years' relevant experience ----- 1 mark for each installer (Attach CV and certificates).</i>		5 Marks
2	Contracts successfully completed in the last five (5) years (Max of 5 No. Projects each of works value of at least Ksh. 100,000,000.00) <i>Bidder to provide completion certificates or reference letters from clients (on client's letter head not older than 3 Months) --- -----5 marks for each project.</i>		25 Marks
3	Project Completion period (The marks will be distributed on prorata to the lowest completion time submitted) <i>The least submitted time ----- 5 marks for least submitted time Calculated as follows:</i>		5 Marks

	$\frac{(\text{Least time}) \div (\text{Bidder's time}) \times 4 = \text{marks}}$		
4	<p>Certified Audited financial statements 2022, 2021 & 2020</p> <p><i>Turn over greater than Ksh.200,000,000.00 --- 5 marks for each financial year</i></p>		15 Marks
5	<p>Evidence of Financial Resources (cash in hand/ lines of credit/ overdraft facility/ bank statements etc.) Provide bank certified copies of the originals</p> <p><i>Has financial resources greater than Ksh. 50,000,000.00</i></p>		5 Marks
6	<p>Valid/Verifiable Manufacturers Authorization Forms</p> <p><i>Bidder to provide valid/verifiable (5No.) MAFs for the listed systems: (During MAF verifications, if any of the MAFs is dishonored by the Manufacturer, The Tenderer SHALL be Disqualified.)</i></p> <p>----- 5 marks for each MAF</p> <p>i. Integrated Security Management System. ----- 5 Marks</p> <p>ii. CCTV Surveillance System. ----- 5 Marks</p> <p>iii. Access Control System ----- 5 Marks</p> <p>iv. Explosives Trace Detector ----- 5 Marks</p> <p>v. X-Ray Baggage Scanner ----- 5 Marks</p>		25 Marks
	Carried to Technical Evaluation Summary		85 Marks

Note

Pass mark for the Security System Installation works shall be **75/85 Marks**

Any bidder that does not score above the pass mark shall not proceed for further evaluation.

TECHNICAL EVALUTION SUMMARY

Table 4

Item	Description	Points Scored	Max. Points
1	Brought forward from Security Installations Marking scheme (<i>Pass mark 75marks / 85marks</i>)		85 Marks
	<i>Those who score 75 Marks and above will be engaged further for a presentation and Due Diligence.</i>		
2	Presentation		5 Marks
3	Due Diligence (<i>5 No. Sites of similar magnitude</i>).		10 Marks
	TOTAL OF TECHNICAL SCORE		100 MARKS

Notes:

1. Only **Certified** Copies of Academic certificates and financial statements will be considered as sufficient prove.
2. Letters from clients must be in their original letter head and within the past 3 Months.
3. Title deeds, Registered leases or utility bills to the specific company shall suffice as evidence for ownership or occupancy of a premises.
4. Logbooks, leasing documents shall be considered as evidence of access or ownership for equipment etc.

STAGE 3: FINANCIAL EVALUATION

Financial evaluations of bids will be carried out only for tenderers that have passed: -

Stage 1- Determination of Responsiveness (Mandatory Requirements).

Stage 2- Detailed Technical Examination.

Stage 3- Presentation of the bidder's proposal & demonstration.

Financial evaluation shall be in accordance to ITT 33, ITT 39, ITT 40 and ITT 41 and as tabulated below.

Table 5.

	FINANCIAL EVALUATION CRITERIA	RESPONSIVE	NON-RESPONSIVE
1	Deviation from official cost estimates - < or + > 15% in accordance with ITT39 and ITT40		
2	Significance of error in accordance with ITT 33		
3	Tender Balance (no frontloading or inconsistencies) in accordance with ITT 41 NOTE Should a tenderer's bid be found to be unbalanced and or front loaded, the Procuring entity shall require that the total amount of the Performance Securities be increased at the expense of the tenderer to 30% of the contract price in accordance with ITT 41.2(c). The Procuring entity will write to prospective bidders seeking commitment of the same.		
4	For effecting of the margin of preference by the evaluators, the foreign bidder's score shall be added by 15%: MoP Formula = Bidders Score x 115%		

THE MOST RESPONSIVE BIDDER SHALL BE THE LOWEST FINANCIAL PROPOSAL AFTER PASSING THE STAGES LISTED ABOVE INCLUDING FINANCIAL EVALUATION AS PRESCRIBED IN THE TABLE 5 HERE ABOVE

STAGE 4- DUE DILIGENCE

Britam Tower Limited shall prior to award of this tender determine to its satisfaction whether the selected bidder will be able to perform the contract satisfactorily by carrying out a due diligence visit to the bidder's stated workstation and to previously completed projects completed by the bidder as required. Successful international bidders who provide locations of completed projects that are outside of Kenya will be required to facilitate the cost incurred by the Britam Staff in visiting such sites for purposes of due diligence.

FORM OF TENDER

INSTRUCTIONS TO TENDERERS

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

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

Request for Tender No.: *[insert identification]*

Name and description of Tender *[Insert as per ITT)*

To:*[insert complete name of Procuring Entity]*

Dear Sirs,

1. **In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above-named Works, we, the undersigned offer to construct and complete the Works and remedy any defects therein for the sum of Kenya Shillings** *[[Amount in figures:.....] Ksh. [amount in words]*

.....
.....
.....
.....

2. **We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to**

commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.

3. We agree to adhere by this tender until *[Insert date:.....]*, and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us. We further understand that you are not bound to accept the lowest or any tender you may receive.
5. We, the undersigned, further declare that:
 - i. *No reservations:* We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT28;
 - ii. *Eligibility:* We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and4;
 - iii. *Tender-Securing Declaration:* We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT19.8;
 - iv. *Conformity:* We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*.
 - v. *Tender Validity Period:* Our Tender shall be valid for the period of *[Insert Number of Days:]* specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
 - vi. *Performance Security:* If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;

- vii. **One Tender Per Tenderer:** We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT3.4, other than alternative Tenders submitted in accordance with ITT13.3;
- viii. **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall NOT constitute a binding contract between us, until a formal contract is prepared and executed;
- ix. **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- x. **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;
- xi. **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.
- xii. We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
 - a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
 - b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
 - c) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - d) Declaration and commitment to the Code of Ethics.

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]*

Date signed: Day of:,

Notes

**** 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 to be attached with the Tender.***

A. 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

	ITEM	DESCRIPTION
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 Expiry date.	
7	Description of Nature of Business.	
8	Maximum value of business which the Tenderer handles.	

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full:

.....

Nationality: Country of Origin:

.....

Citizenship:

c) **Partnership**, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares Owned
1				
2				
3				

d) **Registered Company**, provide the following details.

- i. Private or public Company
- ii. State the nominal and issued capital of the Company
Nominal Kenya Shillings (Equivalent):
Issued:
Kenya Shillings (Equivalent):
- iii. Give details of Directors as follows;

	Names of Director	Nationality	Citizenship	% Shares Owned
1				
2				
3				

e) **DISCLOSURE OF INTEREST-Interest of the Firm in the Procuring Entity.**

- i. Are there any person/persons in Britam Holdings LLC who has/have an interest or relationship In this firm? Yes/No.....

If yes, provide details as follows.

	Name of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

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):

.....

B. 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, whichever comes first.

Name:..... Title: Date:

.....

[Name, title and signature of authorized agent of Tenderer and Date].

C. SELF - DECLARATION FORMS
FORM SD1

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

Tenderer to attach their Company's Code of Ethics on their letterhead.

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 the Performance Security, in accordance with the instructions to tenderers.
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 onday of.....*[Insert date of signing]*

Seal or stamp

SITE VISIT FORM

NAME OF SITE: BRITAM TOWER

This is to confirm that

MR /MRS /MISS

..... of ID

NUMBER AND COMPANY

.....

of the postal address has visited **Britam Tower** for

the purpose of getting details for the tender

..... **RFP-2024-003-001 FOR PROPOSED**

INTEGRATED SECURITY MANAGEMENT SYSTEMS AT BRITAM TOWER

Signature of Tenderer's Representative Date

.....

For Britam Tower Limited.

Name.....

.....

Signature

.....

Date.....

.....

**ENSURE CV & ACADEMIC CERTIFICATES OF THE TECHNICAL PERSON
VISITING SITE IS ATTACHED IN THE TECHNICAL PROPOSAL & COPY OF
THEIR IDENTIFICATION DOCUMENT**

Additional Terms and Conditions.**Amendment of Tender Documents**

- i. At any time prior to the deadline for submission of tenders, the Procuring entity, 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.
- ii. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

Language of Tenders

- i. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, 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.

Contacting the Procuring Entity

- i. No tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- ii. Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

post-qualification

- i. The Procuring entity will verify and 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.

- ii. The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer as well as such other information as the Procuring entity deems necessary and appropriate.
- iii. An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

Award Criteria

- i. The Procuring entity 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.
- ii. 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

Procuring Entity's Right to accept or Reject any or all Tenders

- i. 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 thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that

none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

- ii. A tenderer who gives false information in the tender document about is 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.

Notification of Award

- i. 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.
- ii. The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.
- iii. Upon the successful Tenderer's furnishing of the performance security pursuant the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security.

Signing of Contract

- i. At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- ii. Within (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- iii. The contract will be definitive upon its signature by the two parties.
- iv. 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.

Corrupt or Fraudulent Practices

- i. The Procuring entity 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.
- ii. The Procuring entity 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.
- iii. Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in this contract

Definitions

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

- a. "The Contract" means the agreement entered into between the Procuring entity 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.
- b. "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- c. "The Services" means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.
- d. "The Procuring entity" means the organization procuring the services under this Contract
- e. "The Contractor" means the organization or firm providing the services under this Contract.

- f. "GCC" means the General Conditions of Contract contained in this section.
- g. "SCC" means the Special Conditions of Contract
- h. "Day" means calendar day

Application

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

Standards

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

Use of Contract Documents and Information

The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract.

The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated

Any document, other than the Contract itself shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract's or performance under the Contract if so required by the Procuring entity.

Patent Rights

The Contractor shall indemnify the Procuring entity 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.

Delivery of services and Documents

Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

Payment

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

Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Contractor.

Prices

Prices charges 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 quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

Assignment

The Contractor shall not assign, in whole or in part, its.

Obligations to perform under this Contract, except with the Procuring entity's prior written consent.

Termination for Default

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

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

In the event the Procuring entity 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 un-delivered and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However, the Contractor shall continue performance of the contract to extent not terminated.

Termination for Insolvency

The Procuring entity may at any time 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 prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity

Termination for Convenience

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

For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the Contractor an agreed amount for partially completed services.

Resolution of Disputes

The procuring entity and the Contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes 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.

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

Applicable Law

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the Special Conditions

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 delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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 Email 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.