



STANDARD TENDER DOCUMENT

TENDER NO. KOTDA/RFP/071/2021-2022

FOR

**FRAMEWORK CONTRACT FOR PROVISION OF EVENT MANAGEMENT
SERVICES, TENTS, DÉCOR, PA SYSTEMS**



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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/071/2021-2022	Framework Contract for Provision of Event Management Services, Tents, Décor, PA Systems	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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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 KoTDA's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 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 goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 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.
- 2.3.2 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacture's Authorization Form
- (xiii) Confidential Business Questionnaire

2.4.2 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.

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify KoTDA in writing or by post 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 not 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 that have received the tender document.

2.5.2 KoTDA shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of 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 amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 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.

2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and KoTDA, shall be written in

English language, provided that 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.

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 90 days from the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 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.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to KoTDA's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to KoTDA's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing

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- functioning of the goods for a period of two (2) years, following commencement of the use of the goods by KoTDA; and
- (c) a clause-by-clause commentary on KoTDA's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by KoTDA in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to KoTDA's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 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 2.14.7

2.14.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to KoTDA and valid for thirty (30) days beyond the validity of the tender.

2.14.4 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by KoTDA as non-responsive, pursuant to paragraph 2.22

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

2.14.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.7 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 2.27

- or
(ii) to furnish performance security in accordance with paragraph

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 150 days or as specified in the Invitation to tender after the 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.
- 2.15.2 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 2.14 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.

2.16 Format and Signing of Tender

- 2.16.1 The tenderer shall prepare **ONE SOFT COPY** of the tender, clearly marking "ORIGINAL TENDER" and one soft copy in a flash disk/CD
- 2.16.2 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialled by the person or persons signing the tender.
- 2.16.3 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 initialled by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original copy of the tender, duly marking the envelope as "ORIGINAL" The envelope **MUST** be sealed.
- 2.17.2 The Envelope shall:
- (a) be addressed to KoTDA at the address given in the Invitation to Tender:
 - (c) bear, tender number and name in the Invitation for Tenders and the words, **"DO NOT OPEN BEFORE 5th May 2022 at 1400Hrs.**
- 2.17.3 The envelope shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, KoTDA will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by KoTDA at the address specified under paragraph 2.17.2 no later than 5th May 2022 at 1400Hrs.

2.18.2 KoTDA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of KoTDA and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

2.19.1 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 tenders, is received by KoTDA prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 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 2.14.7

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

2.19.6 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.

2.20 Opening of Tenders

2.20.1 KoTDA will open all tenders in the presence of tenderers' representatives who choose to attend, at 1400Hrs, on 5th May 2022 at and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.2 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.

2.20.3 KoTDA will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 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 of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence KoTDA in KoTDA's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

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

2.22.2 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 quantify, 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 forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 KoTDA may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 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.

2.22.5 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 non-conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, KoTDA will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 KoTDA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.3 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 Preference

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26 Contacting KoTDA

2.26.1 Subject to paragraph 2.21 no tenderer shall contact KoTDA on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 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 Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 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.

2.27.2 The determination will consider the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as KoTDA deems necessary and appropriate.

2.27.3 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

2.27.4 KoTDA will award the contract to the successful tenderer(s) 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.

(c) Procuring entity's Right to Vary quantities

2.27.5 KoTDA reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) Procuring entity's Right to accept or Reject any or All Tenders

2.27.6 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

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, KoTDA will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, KoTDA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1 At the same time as KoTDA notifies the successful tenderer that its tender has been accepted, KoTDA will send the tenderer the Contract form provided in the tender documents, incorporating all agreements between the parties

- 2.29.2 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.
- 2.29.3 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KoTDA.

2.30 Performance Security

- 2.30.1 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.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 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 Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

- 2.31.1 KoTDA requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KoTDA, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive KoTDA of the benefits of free and open competition;
- 2.31.2 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.
- 2.31.3 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 Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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 REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<p>MANDATORY REQUIREMENT.</p> <ol style="list-style-type: none"> 1. Attach copy of Business Registration/Incorporation Certificate 2. Attach a copy of bid security declaration form. 3. Attach copy of valid Tax Compliance certificate 4. Attach a copy of valid single business permit from county government 5. Submission in the right format provided (All forms filled, signed and rubberstamped e.g price schedule, tender security declaration form, confidential business questionnaire and Form of Tender)
2.14.1	All the Candidates must fill and sign Tender Securing declaration form
2.18.1	Thursday 5 th May 2022 at 1400hrs.
2.29.	Contract shall be signed on a multi supplier's framework agreement basis for three (3) years renewable annually on an indefinite quantity agreement with deliveries made on an "as-and-when-required" basis.

EVALUATION CRITERIA

Evaluation of dully submitted tenders will be conducted along the following three main stages:

A. LOT 1 (FOR BIG EVENT PROVIDERS)

EVALUATION CRITERIA: MANDATORY REQUIREMENTS

5.3	<ul style="list-style-type: none"> (i) Provide Company Profile (ii) Copy of certificate of incorporation/registration. (iii) Copy of the valid current tax compliance certificate; (iv) Dully filled, signed & stamped confidential business questionnaire (v) Dully filled, signed & stamped form of tender. (vi) Valid AGPO certificate (for AGPO Categories) (vii) Certified Copy of CR 12 certificate and Certified copy of Directors' ID/Passports (viii) Dully filled, signed & stamped tender securing declaration form (ix) Copy of Valid Single Business permit from County government 2022 (x) Two years audited accounts (2020-2021) (xi) Submit a dully filled, stamped and certified self-declaration form in the format Provided (xii) Dully filled, signed and stamped Anti-Corruption Declaration Commitment /Pledge form. (xiii) Provide one original tender document properly bound and Paginated/serialized/numbered in a sequential manner on all pages including all attachments.
<p><u>Note: Bidders MUST meet all the mandatory Requirements to proceed for Technical Evaluation</u></p>	

	<u>TECHNICAL EVALUATION</u>	<u>Max. Score</u>
(i)	<p>Specific experience of the firm relevant to the assignment (<i>Attach LSO/ Contract / completion certificate</i>)</p> <ul style="list-style-type: none"> a) General Experience - (<i>2 marks each maximum 10 marks</i>) b) Specific Similar experience in event management - (<i>5 marks each maximum 25 marks</i>) 	25
	<ul style="list-style-type: none"> c) Recommendation letters from five (5) corporate clients on their letterheads – (<i>Three (5) points for every letter, max twelve (25) points</i>) 	25
(ii)	<p>Key professional staff qualifications and competence for the assignment</p> <p>Team Leader;</p> <ul style="list-style-type: none"> a) Experience in hospitality industry, (<i>Attach CV</i>) (<i>prorate 1 mark for each year up to a maximum of 6 years</i>) 	6
(iii)	<p>Education Qualification Team Leader</p> <p>Two Other Senior Staff</p> <ul style="list-style-type: none"> <input type="checkbox"/> An MBA or Master's degree from a recognized university – (6 marks) <input type="checkbox"/> Bachelor's Degree from a recognized university – (4 marks) (<i>Attach</i> 	6

	certificates) 6	
	<input type="checkbox"/> Membership to professional body (Attach valid certificate) (5 marks)	5
	<input type="checkbox"/> Bachelor's Degree from a recognized university – (5 marks each) (Attach certificates) <input type="checkbox"/> Diploma from a recognized college – (5 marks each) (Attach certificates) 10	10
	<input type="checkbox"/> Experience in event management, (Attach CV (prorate 1 mark for each consultancy up to a maximum of 6 for each staff) 12	12
	Audited Accounts – Liquidity Ratio <input type="checkbox"/> Greater than 2:1 (2 marks each year up to a maximum of 6 marks) <input type="checkbox"/> Equal to 2:1 (2 mark each) <input type="checkbox"/> Less than 2:1 (0 mark)	6
	<input type="checkbox"/> Delivery vehicle (Attach log book or lease agreement) 5 Equipment- list of equipment	5
	Total points	100
	The minimum technical score required to pass is:75 %	

B. LOT 2 FOR SMALL EVENTS RESERVED FOR AGPO GROUP

PRELIMINARY REQUIREMENTS (MANDATORY) –

No.	Documents to be submitted	YES/NO
1.	Duly filled, signed and stamped form of tender.	
2.	Copy of Certified CR12 and Certified copy of Directors' ID	
3.	Copy of Certificate of registration/Incorporation.	
4.	Copy of valid Tax Compliance Certificate.	
5.	Valid single business permit from county government 2018.	
6.	Duly filled, signed and stamped Confidential Business Questionnaire Form.	
7.	Dully filled, signed and stamped anti-corruption declaration form.	
8.	Dully filled signed and stamped price schedule-EVERY PAGE	
9.	Attach a copy of AGPO certificate	
10.	Must provide one original Tender which MUST be Paginated/serialized/Numbered in all pages including all the attachments.	
	PASS/FAIL	

Note: - Bidders must meet all the mandatory requirements to qualify for technical evaluation.

TECHNICAL EVALUATION CRITERIA- (SMALL EVENTS FOR RESERVED GROUPS)

No.	Parameters	Scores	Remarks
1.	Copies of Certificates of 3 Technical Staff	10	
1.	Proof of similar works-Reference Letter or LSO	5	
2.	Letter of Introduction from a bank or any financial institution on ability to access credit.	10	
The minimum technical score required to pass is 20			

NB.

1. *Bidders are only eligible to participate/bid in ONE LOT*
2. *Bidders who bid in both LOTs will automatically be disqualified*

NOTE:

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

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) “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.
- (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 Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to KoTDA under the Contract.
- (d) “KoTDA” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by KoTDA for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without KoTDA’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KoTDA in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

- 3.5.2 The tenderer shall not, without KoTDA's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of KoTDA and shall be returned (all copies) to KoTDA on completion of the Tenderer's performance under the Contract if so required by KoTDA

3.6 Patent Rights

- 3.6.1 The tenderer shall indemnify KoTDA against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in KoTDA's country

3.7 Performance Security

- 3.7.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KoTDA the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 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.
- 3.7.3 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 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to KoTDA, in the form provided in the tender documents.
- 3.7.4 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 obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

- 3.8.1 KoTDA or its representative shall have the right to inspect and/or to test the goods 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.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, KoTDA may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to KoTDA.

3.8.4 KoTDA's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by KoTDA or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 **Packing**

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 **Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 **Insurance**

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 **Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by KoTDA as specified in the contract

3.13 Prices

- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation request shall be processed by KoTDA within 30 days of receiving the request.

3.14. Assignment

- 3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with KoTDA's prior written consent

3.15 Subcontracts

- 3.15.1 The tenderer shall notify KoTDA in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

- 3.16.1 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 deliver any or all of the goods 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
- 3.16.2 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, equipment similar to those undelivered, and the tenderer shall be liable to KoTDA for any excess costs for such similar goods.

3.17 Liquidated Damages

- 3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, KoTDA shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

- 3.18.1 KoTDA and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 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 adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

- 3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT.
3.7.1	<i>Not application</i>
3.12.1	<i>Payment will be made monthly as per the deliveries</i>
3.13.2	<i>Variation of price will not be allowed</i>
3.15	<i>Subcontracting of the orders will not be allowed</i>
3.18.1	<i>Dispute resolution will be as per the law of arbitration of Kenya.</i>
3.10.1	<i>Deliveries shall be done on a “as-and-when-required” basis.</i>

SECTION V - TECHNICAL SPECIFICATIONS/TORS

TERMS OF REFERENCE FOR PROVISION OF EVENT MANAGEMENT

OBJECTIVE

To procure the services of an event organizer and to assist the Konza Technopolis Development (KoTDA) Business Development & Innovation Department in planning, coordinating, and ensuring professional and efficient hosting of events.

SCOPE OF WORK

The successful Event manager will have responsibility for preparation and management of all arrangements related to hosting successful events. Working closely with KoTDA Business Development & Innovation team, the manager marketing and corporate communications will identify suitable service providers, as needed, and liaise with these service providers regarding PR, Communications and Branding of the sites and other related arrangements. The manager will also ensure availability of an efficient secretariat and administrative support. Additionally, the manager will oversee the invitation and registration of participants. The Authority has three categories of events:

- Large events – Over 100 participants
- Small events – Less than 100 participants
- Exhibitions

Large Event Requirements:

No.	Item
1.	Dome Setup
	Tent Shade net Draping for the Tent Chairs (Dressed & Chiavari) Tables Pro Floor Backline Main stage on Trussing Red carpet (Stage & for photo session)
2.	DJ and Sound
	d&b J Series Tops d&b J Series Subs Stage Monitor Speakers- Nexons Shure Wireless Microphones Boom Mics Mic stands Digital Sound Mixer Sound Engineer Professional Dj Gear
3.	Lighting
	Intelligent Moving Heads-Spots Intelligent Moving Heads-Beams Profile Spotlights 2K Stage Lighting LED Pacans Lighting Engineer

	Lighting Mixing Console
4.	Creative LED Screens
	P3 Daylight Screens for Stage Creative P3 Daylight Screens for Live Feed Video Graphics AV Technician-A1 AV Technician-A2 Background/Scenery images (Can be obtained from KTB/Shutter stock) Livestreaming equipment
5.	Back Stage Setup
	Holding Area Tent- Alpine 6 by 6 Drapping Pro-floor Double door Trailer toilets (Inclusive of Transport) Lighting Rectangular Tables Lounge seats
6.	Cater for Crew Logistics and Permits
	NEMA Technical Support Crew
7.	Meals and refreshments
8.	Events photography & Videography

Small event requirements:

No.	Item
1.	Venue décor with corporate colors
2.	Dressed tables
3.	Chiavari seats
4.	Stage (red carpet cover)2m by 4m
5.	Small glass podium
6.	LED Screens
7.	Livestreaming Equipment
8.	HDMI Tv splitter
9.	PA System
10.	LED Lights
11.	Meals & Refreshments
12.	Events photography & Videography

Exhibition event requirements:

No.	Item
1.	Exhibition booth décor
	TV Screen Drapery Carpet Cocktail table Cocktail stools
2	LED Lights Flowers
3	Meals & Refreshments
4	Events photography & Videography

Detailed Specifications for the services and tasks/deliverables being requested under this assignment include:

1. PREPARATION AND MANAGEMENT OF THE EVENT

- a) Call for coordination meetings with the Business Development members and support the holding of these meetings.
- b) Assist development of regular report/update, throughout the organization period, to the Business Development members.
- c) Prepare draft copies of programme, including running times for review, revisions and approval by the Business Development members.
- d) Budgeting for the event.
- e) Sponsorship sourcing
- f) Manage and supervise the work of all suppliers and service providers.
- g) Ensure that all contacts and actions taken with suppliers are noted and communicated to Konza Technopolis for approval.
- h) Negotiate terms and conditions and appoint sub-contractors.
- i) Monitor budget vs. disbursements.

2. PARTICIPANTS' MANAGEMENT

- a) Establish with KoTDA the list of participants.
- b) Support with invitations and follow ups and relaying information to participants.
- c) Manage exhibitors and exhibitions.
- d) Administer registration of the exhibitors and guests through website and compile confirmed registration list of participants, speakers, support staff, event management team, ushers,
- e) Ensure the involvement of all event partners/stakeholders in the finalization of the invitation lists.
- f) Ensure protocols are agreed upon and respected before sending invitations.
- g) Send out Invitations to ALL participants, including meeting chair(s), speakers, facilitators, etc.
- h) Follow up on invitations - via telephone, email, and compile confirmed registration list – participants.
- i) Act as the primary contact with the event partners/guests in confirming event details and relaying information.

3. EVENT VENUE ARRANGEMENTS

- a) Develop the concept of the event.
- b) Manage Event décor and signage.
- c) Participate in managing exhibition space and sponsorships.
- d) Design exhibition booths for the exhibitors.
- e) Event Venue Arrangement.
- f) Ensure all required audio-visual equipment is available.
- g) Arrange and manage appropriate VIP lounge.
- h) Ensure service maintenance is promptly available as would be required for all equipment/services and facilities in and around the meeting rooms.

4. EVENT REFERENCE MATERIALS

- a) Production of Meeting documents and information materials.
- b) Prepare participants' soft copies flash drive with all relevant Meetings documents.
- c) Prepare and distribute an arrival information packs to participants.

5. PARTICIPANTS REGISTRATION AND INFORMATION SUPPORT

- a) Arrange and manage participants' registration, prepare and maintain participants register (with relevant contact details).

- b) Design and make up name tags for all participants, speakers, Media, VIPs, etc

6. OTHER GENERAL LOGISTICAL ARRANGEMENTS AND EVENT MANAGEMENT

- a) Attend relevant meetings with the service providers involved in the organization of the Event to ensure coordination of all Event elements.
- b) Banners - Design of banner and determine No. of banners - Get quotes from printer and proceed with contracting once approved - Follow-up with printer for delivery of banners.
- c) Final draft of the Event program submitted, including detailed schedule, list of speakers and facilitator(s) and background documents.
- d) Manage and coordinate the event on the material day.

CORE COMPETENCIES

- a) Documentation showing proven track record of at least 3 no. organizing high- visible events (references and contact persons will be required)
- b) A proven track record of having handled high level events including international conferences.
- c) Demonstrated strong, coordination and facilitation skills;
- d) Ethics and Values: Demonstrating / Safeguarding Ethics and Integrity;
- e) Organizational Awareness: Demonstrate corporate knowledge and sound judgment;
- f) Communicating Information and Ideas: Facilitating and encouraging open communication in the team, communicating effectively;
- g) Demonstrated experience in developing and managing media and communications strategies;
- h) Strong team and work well under pressure;
- i) Results oriented, flexible and problem-solving skills;
- j) Should show strong financials i.e. audited accounts

CONSULTANT'S SKILLS AND QUALIFICATIONS

- a) Must be a fully registered company and must be willing to show documentation of the same
- b) Must have a strong understanding of creating communication campaigns.

QUALIFICATIONS OF THE SUCCESSFUL EVENT MANAGEMENT AGENT AND MINIMAL REQUIREMENTS

- a) A proven track record of having organized an event
- b) Membership of Public Relations Society of Kenya and other PR or Communication International Professional affiliations/bodies (membership certificate will be required)
- c) The successful Professional Event Organizer will be selected on the basis of their past relevant experience and qualifications of key staff.
- d) Lead consultants should be holders of at least a Degree in Communication, Journalism, Public Relation or business-related degree with a minimum of 10 years' experience in a private or public organization.

PRICE SCHEDULE

No.	Item Description	Unit Cost	Total Cost
9.	Dome Setup		
	Tent		
	Shade net		
	Draping for the Tent		
	Chairs (Dressed & Chiavari)		
	Tables		
	Pro Floor		
	Backline		
	Backline		
	Main stage on Trussing		
	Red carpet (Stage & for photo session)		
10.	DJ and Sound		
	d&b J Series Tops		
	&b J Series Subs		
	Stage Monitor Speakers- Nexons		
	Shure Wireless Microphones		
	Boom Mics		
	Mic stands		
	Digital Sound Mixer		
	Sound Engineer		
	Professional Dj Gear		
11.	Lighting		
	Intelligent Moving Heads-Spots		
	Intelligent Moving Heads-Beams		
	Profile Spotlights		
	2K Stage Lighting		

	LED Pacans Lighting Engineer		
	Lighting Mixing Console		
12.	Creative LED Screens		
	P3 Daylight Screens for Stage Creative		
	P3 Daylight Screens for Live Feed		
	Video Graphics		
	AV Technician-A1		
	AV Technician-A2		
	Background/Scenery images (Can be obtained from KTB/Shutter stock)		
	Livestreaming equipment		
13.	Back Stage Setup		
	Holding Area Tent- Alpine 6 by 6		
	Drapping		
	Pro-floor		
	Double door Trailer toilets (Inclusive of Transport)		
	Lighting		
	Rectangular Tables		
	Lounge seats		
14.	Cater for Crew Logistics and Permits		
	NEMA		
	Technical Support Crew		
15.	Meals and refreshments		
16.	Events photography & Videography		

Small event requirements:

No.	Item Description	Unit Cost	Total Cost
13.	Venue décor with corporate colors		
14.	Dressed tables		
15.	Chiavari seats		
16.	Stage (red carpet cover)2m by 4m		
17.	Small glass podium		
18.	LED Screens		
19.	Livestreaming Equipment		
20.	HDMI Tv splitter		
21.	PA System		
22.	LED Lights		
23.	Meals & Refreshments		
24.	Events photography & Videography		

Exhibition event requirements:

No.	Item Description	Unit Cost	Total Cost
1.	Exhibition booth décor		
	TV Screen		
	Drapery		
	Carpet		
	Cocktail table		
	Cocktail stools		
2.	LED Lights		
3.	Flowers		
4.	Flowers		
5.	Meals & Refreshments		
6.	Events photography & Videography		

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 event management services on Framework Contract for A Period of Three Years*** 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 this day of2021

[Signature]

[In the capacity of]

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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.

<p>Part 1 General</p> <p>Business Name</p> <p>Location of Business Premises</p> <p>Plot No, Street/Road</p> <p>Postal address Tel No. Fax Email</p> <p>.....</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers.....</p> <p>.....</p> <p>Branch</p>
--

<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full..... Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p> <p>.....</p>

<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>(a)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>(b)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>(c)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>(d)</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	(a)				(b)				(c)				(d)			
Name	Nationality	Citizenship Details	Shares																	
(a)																				
(b)																				
(c)																				
(d)																				

<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>(d)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>(e)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>(f)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>(g)</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	(d)				(e)				(f)				(g)			
Name	Nationality	Citizenship Details	Shares																	
(d)																				
(e)																				
(f)																				
(g)																				

<p>Date..... Signature of Candidate.....</p>
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CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20____ n
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 goods] and has accepted a tender by the
tenderer for the supply of those goods in the sum of
..... [contract price in words and figures] (hereinafter called “the
Contract Price).

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:
 - (e) the Tender Form and the Price Schedule submitted by the tenderer
 - (f) the Schedule of Requirements
 - (c) the Technical Specifications
 - (h) the General Conditions of Contract
 - (i) the Special Conditions of contract; and
 - (j) KoTDA’s Notification of Award
3. In consideration of the payments to be made by KoTDA to the tenderer as hereinafter mentioned, the tender hereby covenants with KoTDA to provide the goods 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 provisions of the goods 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 _____

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

WHEREAS [name of tenderer] (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 _____ to _____ supply [description of goods] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 **BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To
[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [name and address of tenderer] (hereinafter called “the tenderer”) shall deposit with KoTDA a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

We, the [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to KoTDA on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between KoTDA and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 TENDER SECURING DECLARATION FORM

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

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

Tender No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
- We accept that we will automatically be suspended from being eligible for tendering in any public procurement tenders with any public entity for the period of time determined by the Public Procurement Oversight Authority, if we are in breach of our obligation(s) under the tendering conditions, because we:
 - have withdrawn our tender during the period of tender validity specified in the Tender Data Sheet; or
 - having been notified of the acceptance of our Tender by KoTDA during the period of tender validity fail or refuse to execute the contract; or fail or refuse to furnish the performance security, if so required.
- We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon our receipt of your notification or regret of the tender award letter; or thirty-eight days after the expiration of our Tender, whichever is earlier.
- 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, and if the Joint Venture has not been legally constituted at the time of tendering, the Tender Securing Declaration shall be in the names of all envisaged 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 Tender 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]*

ANTI-CORRUPTION DECLARATION COMITMENT/ PLEDGE

(Sections 62 of the PPD 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.....

8.8 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

8.9 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 KoTDA*) of
.....dated the...day of20.....in the matter of Tender
No.....of20...

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

Tender-Securing Declaration

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

TENDER No.:

To: *KONZA TECHNOPOLIS DEVELOPMENT AUTHORITY*

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for tendering in any contract with KoTDA for the period of time as determined by the Authority if we are in breach of our obligation(s) under the tender conditions, because we:

- (a) have withdrawn our Tender during the period of Tender validity specified in the Form of Tender;
- (b) do not accept KoTDA's corrections of arithmetic errors in accordance with the Instructions to Tenderers; or
- (c) having been notified of the acceptance of our bid by KoTDA during the period of bid validity, (i) fail or refuse to sign Contract Agreement, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Bid Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight (28) days after the expiration of our bid validity period.

Signed: *[insert signature of person whose name and capacity are shown]*

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

In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

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

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

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Tender Securing Declaration must be in the name of all partners to the Joint Venture that submits the Tender]