OPEN TENDER

REQUEST FOR TENDER

CONSULTANCY SERVICES FOR THE INDEPENDENT BOARD GOVERNANCE EFFECTIVENESS — FINANCIAL YEAR 2026

TENDER NO. KenGenSRBS/NCB056/2026

The CEO & Trust Secretary,
KenGen Staff Retirement Benefits Scheme,
P.O BOX 47936 – 00100
Stima Plaza II, 11th Floor,
Kolobot Road, Parklands.
Nairobi
Tenders@kengensrbs.co.ke

CLOSING DATE: 3RD NOVEMBER, 2026 AT 11:00 A.M.

2.1 INVITATION TO TENDER

Tender Notice

1. The Schemes invites sealed bids from the eligible candidate for the following tender:

NO.	DESCRIPTION	ELIGIBILITY	CLOSING DATE AND TIME
1.	**TENDER NO. KenGenSRBS/NCB056/2026** **CONSULTANCY SERVICES FOR THE INDEPENDENT BOARD GOVERNANCE EFFECTIVENESS — FINANCIAL YEAR 2026**	**OPEN TENDER**	**3RD NOVEMBER, 2026 at 11.00 a.m.**

2. Interested eligible candidates may obtain further information and inspect the tender documents with detailed requirements at the office of the:

   The CEO & Trust Secretary,
   KenGen Staff Retirement Benefits Scheme,
   P.O BOX 47936 – 00100
   Stima Plaza II, 11th Floor,
   Kolobot Road, Parklands, Nairobi
   Tenders@kengensrbs.co.ke

3. A complete set of bidding documents in English may be obtained from KenGenSRBS E-Procurement portal available on the KenGenSRBS website www.KenGensrbs.co.ke free of charge. Prospective bidders should register for E-Procurement to be included in the list of suppliers.
4. Completed Bids are to be marked "**KENGENSRBS/NCB056/2026: CONSULTANCY SERVICES FOR THE INDEPENDENT BOARD GOVERNANCE EFFECTIVENESS — FINANCIAL YEAR 2026** and submitted to the appropriate KenGenSRBS Tender Box found at KenGen Plaza II, 11th Floor so as to be received on or before **3RD NOVEMBER 2026 at 11.00 a.m.**
5. The tenderer shall chronologically serialize all pages of the tender documents submitted.
6. Submission should strictly be done via **the tender box**
7. Bids will be opened promptly after closing time and Bidders or their representatives are welcome to witness the opening at KenGen Plaza II 11th floor Board room.
8. Tenders shall be quoted in Kenya Shillings and shall include all taxes. Tenders shall remain valid **for 120 days** from the date of opening of tenders.
9. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers designated representatives who choose to attend at the address above.
10. Late tenders will be rejected.
11. Any canvassing or giving of false information will lead to automatic disqualification.

KENGENSRBS/NCB056/2026: CONSULTANCY SERVICES FOR THE INDEPENDENT BOARD GOVERNANCE EFFECTIVENESS — FINANCIAL YEAR 2026

Tendering will be conducted under Restricted Procurement method *using* a standardized tender document.

In case tender is subject to multiple contracts/lots, insert "Tenderers will be allowed to tender for one or more lots".

1. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours *0800 to1700 hours]* at the address given below. More details on the Services are provided in **PART 2 - Services Requirements,** Section V - Description of Services of the Tender Document.

2. A complete set of tender documents may be obtained electronically from the Website **www.KenGensrbs.co.ke**. Tender documents obtained electronically will be free of charge.

3. Tender documents may be viewed and downloaded for free from the website (*insert website*). Tenderers who download the tender document must forward their particulars immediately to tenders@KenGensrbs.co.ke to facilitate any further clarification or addendum.

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

5. Completed tenders must be delivered to the address below on or before **3RD NOVEMBER 2026 at 11.00AM.** *All tenders will be submitted in manual form*.

6. Tender will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.

7. Late tender will be rejected.
8. The addresses referred to above are:
9. **Address for obtaining further information and for purchasing tender documents**

CEO & Trust Secretary
KenGen Staff Retirement Benefits Scheme (DB Scheme) and KenGen Defined Contributions Scheme 2012 (DC Scheme)
KenGen Plaza II

P.o. Box 47936, 00100,

TEL: +254 711 036821

Email: tenders@kengensrbs.co.ke

A. Address for Submission of Tenders.

KenGen Plaza II
Tender Box at 11th Floor

B. Address for Opening of Tenders.

KenGen Plaza II
Nairobi, Kolobot Rd, Nairobi, KenGen Plaza II, 11th Floor, Boardroom

SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all eligible **citizen contractors.**

2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

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

2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process

2.2.2 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

2.3.1 The tender documents comprise of the documents listed below, and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

(i) Instructions to Tenderers
(ii) General Conditions of Contract
(iii) Special Conditions of Contract
(iv) Schedule of Requirements
(v) Form of Tender
(vi) Price Schedules
(vii) Contract Form
(viii) Confidential Business Questionnaire Form
(ix) Tender security Form
(x) Performance security Form
(xi) Declaration Form
(xii) Request for Review Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity 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 the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The procuring entity 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.

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

2.5 Amendment of Tender Documents

2.5.1 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.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 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.

2.6 Language of Tenders

2.6.1 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.

2.7. Documents Comprising the Tender

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

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below

(b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.

(c) Tender security furnished in accordance with paragraph 2.12 (if applicable)

(d) Declaration Form.

2.8. Form of Tender

2.8.1 The tenderer shall complete the Tender Form, and the Price Schedule furnished in the tender documents, indicating the services to be provided.

2.9. Tender Prices

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security specified in the Appendix to Instructions to Tenderers.

2.12.2 There shall be no bid bond

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5

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

2.12.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.7 The tender security may be forfeited:

(a) if a tenderer withdraws its tender during the period of tender validity.

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

  (i) to sign the contract in accordance with paragraph 2.29 or

  (ii) to provide performance security in accordance with paragraph 2.30.

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

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for **120 days** after the date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

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

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

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

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender IN 1.4.

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than ***(3RD NOVEMBER 2026 at 11.00 am)***.

2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17. Modification and Withdrawal of Tenders

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

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

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

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

2.18. Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on ***(3RD NOVEMBER 2026 at 11.10 am)*** at the Scheme's Meeting Room Located on the 11th Floor of Pension Plaza 2. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity 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.

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

2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity 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.

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

2.20.3 The Procuring entity 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 affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity 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 the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21. Conversion to single currency

2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22. **Evaluation and Comparison of Tenders**

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

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

(a) Operational Plan

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

(b) Deviation in payment schedule

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

2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.23. Contacting the Procuring entity

2.23.1 Subject to paragraph 2.19 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.

2.23.2 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.

2.24 Post-qualification

2.24.1 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.

2.24.2 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 tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate

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

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 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.

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

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
(b) Legal capacity to enter into a contract for procurement
(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
(d) Shall not be debarred from participating in public procurement.

2.26. Procuring entity's Right to accept or reject any or all Tenders

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without 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.

2.26.2 The procuring entity 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.

2.26.3 A tenderer who gives false information in the tender document about his or her 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.

2.27 Notification of Award

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

2.27.2 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.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

2.28.1 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.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 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 Performance Security

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 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.

2.30.2 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

2.30.3 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 for the procurement of Board Evaluation Services shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	The tender is open to all eligible Citizen Contractors
2.10	The Tender Currency shall be Kenyan Shillings
2.11	Eligibility and qualifications documents of evidence required Refer to Mandatory Documents Requirements
2.12	Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and deposited in the **Tender box** provided on **Eleventh (11th) Floor** of **KenGen Pension Plaza II**, addressed to: - **CEO & Trust Secretary** **KenGen DB & DC Schemes,** **P.O BOX 47936 – 00100,** **Kolobot Road, Nairobi, Kenya.**
2.13	The tender shall be opened on **3RD NOVEMBER,2026.** at 11.00 am
2.14	The Scheme may carry out post qualification evaluation through sites and verification of information provided.

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 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

3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not super ceded by provisions of other part of the contract

3.3. Standards

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

3.4. Use of Contract Documents and Information

3.4.1 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.

3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contract or performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

3.5.1 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.

3.6 Performance Security

3.6.1 Within fourteen days (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC

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

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

a) Cash.
b) A bank guarantee.
c) Such insurance guarantee is approved by the Authority.
d) Letter of credit.

3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

3.7.1 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.

3.8. Payment

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

3.82. 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.

3.9. Prices

3.9.1 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.

3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

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

3.10. Assignment

3.10.1 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.

3.11. Termination for Default

3.11.1 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 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

3.11.2 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 the performance of the contract to an extent not terminated.

3.12. Termination for Insolvency

3.12.1 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.

3.13. Termination for Convenience

3.13.1 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.

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

3.14 Resolution of Disputes

3.14.1 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

3.14.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

3.17.1 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.

3.18 Notices

3.1.1 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 at the other party's address specified in the SCC.

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

4.0 TERMS OF REFERENCE

CONSULTANCY SERVICES FOR THE INDEPENDENT BOARD GOVERNANCE EFFECTIVENESS — FINANCIAL YEAR 2026

KenGen Staff Retirement Benefits Scheme (DB Scheme) and KenGen Defined Contribution Scheme 2012 (DC Scheme)

I. Background

The DB and DC Schemes are distinct retirement benefits schemes established by Kenya Electricity Generating Company PLC and governed by their respective Boards of Trustees in accordance with applicable law and their Trust Deeds and Rules. Each Board is supported by Investment and Strategy, Administration and Communication and Audit and Risk Management Committees.

The Schemes undertake annual Board performance evaluations. Reports for 2023, 2024 and 2025 identified governance strengths and areas for improvement. The 2026 assignment shall assess governance effectiveness, verify progress on earlier recommendations and produce practical measures for continuous improvement.

II. Objective

To undertake an independent, comprehensive and evidence-based evaluation of the effectiveness of the DB and DC Boards of Trustees, their Committees, Chairpersons and individual Trustees, and the performance of the CEO/Trust Secretary for the 2026 financial year. The evaluation shall assess compliance, quality of governance and decision-making, fiduciary and strategic oversight, leadership, accountability and demonstrable institutional outcomes.

III. Scope of services

Governance framework and compliance

Review governance structures, Trust Deeds and Rules, Board and committee charters, reserved matters, delegation, statutory compliance, Trustee appointment and tenure, conflicts of interest, succession, induction, Board policies and governance reporting.

DB Board effectiveness

Assess oversight of actuarial funding, funding deficits and recovery plans, sponsor contributions, benefit security, liquidity, investment and property risks, investment managers, service providers, member interests and execution of strategy.

DC Board effectiveness

Assess oversight of investment strategy, diversification and concentration, private markets and valuation, manager performance, retirement outcomes, member communications, internal income drawdown and emerging initiatives where relevant.

Board dynamics and decision quality

Assess information quality and timeliness, constructive challenge, independent judgement, quality of debate, management accountability, handling of dissent, resolution clarity and implementation monitoring. Trace at least two material decisions per Board from proposal to follow-up.

Board Committees

Evaluate each Committee against its mandate, workplan, expertise, independence, risk escalation, reporting, effectiveness of recommendations and contribution to Board oversight.

Chairpersons and individual Trustees

Evaluate leadership, meeting facilitation, Board culture, fiduciary competence, preparedness, participation, judgement, teamwork, ethics and development needs. Provide confidential individual feedback and a consolidated skills matrix; account fairly for Trustee tenure during the period.

CEO/Trust Secretary performance appraisal

The Consultant shall undertake an independent and confidential performance evaluation of the CEO/Trust Secretary, taking into consideration approved performance objectives, strategic execution, leadership effectiveness, institutional performance, stakeholder engagement and support to the Boards of Trustees. The evaluation shall incorporate the CEO's self-assessment, relevant documentary evidence and structured confidential feedback from all serving Trustees of both the DB and DC Schemes, with provision for 'not observed' responses where appropriate. The Consultant shall prepare a separate confidential CEO/Trust Secretary Performance Evaluation Report, highlighting key findings, areas for improvement and recommendations, for submission to the designated Board representative.

Governance maturity and future readiness

Assess Board skills, succession, Trustee development, cyber and technology risk, investment complexity, ESG governance, stakeholder accountability and capacity to respond to future risks.

Follow-through from previous evaluations

Review 2023, 2024 and 2025 findings and recommendations and verify action taken, evidence of completion, recurring issues, outstanding risks and accountability. Do not infer progress solely from changes in numerical ratings.

External benchmarking

Compare relevant practices with appropriately selected pension funds, fiduciary institutions and established governance frameworks. Explain comparability, evidence sources and practical implications for each Scheme.

IV. Required methodology

- Review relevant laws, Trust Deeds, Board packs and minutes, action trackers, investment and actuarial reports, risk registers, strategies, prior evaluations and relevant performance evidence.

- Design and validate separate but consistent evaluation instruments for the Boards, Committees, Chairpersons, Trustees and CEO; include behaviourally anchored ratings, narrative responses and a "not observed/not applicable" option.
- Invite all serving Trustees of each Scheme to participate; conduct confidential individual interviews with each available Trustee and the CEO, and relevant senior managers or stakeholders where justified. Record participation and limitations.
- Observe at least one substantive meeting of each Board and selected Committees where feasible within the agreed timetable; where not feasible, use a documented alternative such as structured decision reconstruction.
- Independently trace at least two significant decisions per Board, testing information provided, questions raised, resolution, implementation and monitoring.
- Triangulate questionnaires, interviews, records, observation and objective outcomes; clearly distinguish evidence-supported conclusions from perceptions.
- Report material governance weaknesses separately, even if aggregate numerical scores are high. Preserve confidentiality in small respondent groups.
- Facilitate separate feedback sessions for the DB and DC Boards and prepare an actionable improvement roadmap.

5. Deliverables

Deliverable	Minimum content
Inception report	Detailed work plan, evaluation matrix, assessment tools, confidentiality safeguards and timetable
DB Board evaluation report	Board, Committees, Chairperson, governance maturity, risks, decision-tracing and recommendations
DC Board evaluation report	Board, Committees, Chairperson, governance maturity, risks, decision-tracing and recommendations
Confidential Trustee assessments	Individual feedback, peer assessment synthesis and Board skills/development matrix
Confidential CEO appraisal report	Evidence against objectives, DB and DC feedback themes, strengths, gaps and development priorities
Historical recommendations tracker	2023–2025 recommendations, verified status, evidence, owner and residual risk
Benchmarking assessment	Relevant pension/governance comparators, sources and practical lessons
Governance improvement plan	Prioritised actions, accountable owner, target date, success indicator and follow-up method
Presentations and handover	Separate DB and DC Board presentations and a confidential CEO appraisal briefing to the designated Board representative

V. Reporting and independence

The Consultant shall coordinate administrative arrangements with the CEO/Trust Secretary or a designated Secretariat officer. Findings concerning the DB and DC Boards shall be submitted to their respective designated Board representatives. The separate confidential CEO/Trust Secretary Performance Evaluation Report shall be submitted directly to the designated Board representative. The Consultant shall disclose conflicts of interest and maintain independence, secure data handling and confidentiality throughout the assignment; individual Trustee responses shall not be attributed in consolidated reports.

VI. Duration and pricing

The assignment is expected to be completed by 20th January 2027. The Consultant shall submit a detailed work plan and implementation schedule as part of the technical proposal. The Consultant shall submit an all-inclusive, fixed lump-sum quotation, inclusive of applicable taxes. No reimbursable expenses shall be payable.

VII. Financial evaluation and award

Among bidders meeting all mandatory and technical requirements, award shall be considered on the basis of the lowest evaluated responsive financial offer, subject to the tender document's applicable procurement rules and award requirements. Technical marks determine qualification and shall not be combined with financial marks in a weighted 80:20 formula.

VIII. Evaluation outputs and acceptance

The consultant shall provide editable and PDF versions of final reports, anonymised consolidated datasets where disclosure does not compromise confidentiality, presentation materials and the improvement tracker. Each Scheme shall have a distinct report. Acceptance shall be based on full scope coverage, documented evidence triangulation, credible recommendations, confidentiality and completion of agreed presentations. Management may correct factual errors but shall not alter the consultant's independent conclusions.

Ethical code and professionalism

The Consultant shall carry out the above assignment in accordance with the highest standard of ethical competence, integrity and professionalism, having due regard to the nature and purpose of the assignment. The Consult will at all -times and purpose, regard as strictly confidential all knowledge and information not within the public domain which may be acquired while carrying out this assignment and the information shall not be directly or indirectly disclosed to any person whatsoever, except with the written permission of the Client.

The Consultants will waive all copyrights of documents, data and information prepared as part of this assignment in favor of the Scheme.

4.1 TENDER RESPONSIVENESS CRITERIA

The submission of the following documents will be evaluated in the determination of tender responsiveness, and the following requirements are Mandatory to be submitted by bidder to be evaluated further.

MANDATORY EVALUATION

MR No	Requirement	Mandatory
MR1	Submission of original tender and a copy document properly BOUND and PAGINATED in the correct sequence and all pages initialed. Two envelopes – one for technical and another for financial in separate envelopes and enclosed in one outer envelope NB: Spiral binding and box files shall lead to disqualification	
MR2	Certificate of incorporation or registration and valid tax compliance documentation, together with the statutory declarations and tender forms prescribed in the tender document.	
MR3	Valid copy of CR12 form for limited companies and CR13 form for other firms issued by Registrar of Companies	
MR4	MUST provide proof of Lead Partner/Firm Accreditation as Governance Auditor with the Institute of Certified Secretaries Kenya (ICS)the certified accountants practicing number.	
MR5	Signed declarations on conflict of interest, independence, confidentiality and ethical conduct. (Use the attached forms)	
MR6	Evidence of at least three completed, verifiable Board evaluation, governance effectiveness or closely comparable assignments within the previous five years, supported by client references or completion evidence.	
MR7	Named lead consultant and team, with CVs and supporting professional/academic qualifications demonstrating Board governance evaluation capability.	
MR8	A complete technical proposal covering the prescribed methodology, deliverables, confidential CEO performance evaluation and work plan.	

Professional qualifications in governance, company secretarial practice, law, finance, organisational leadership, pension management or related fields shall be considered according to relevance. Admission as an advocate shall not be a blanket mandatory requirement for this Board effectiveness assignment. Any additional accreditation required by applicable law shall be included by the procuring entity in the standard tender eligibility provisions.

b. Technical Evaluation Criteria – 100 Marks

The proposals shall be evaluated using the following criteria and score points with total of 100 marks:

Criterion	Marks	Assessment basis
Methodology and evaluation depth	30	Triangulation and decision tracing (10); interviews and observation (6); CEO appraisal and confidentiality (6); historical review and benchmarking (5); work plan (3)
Team qualifications and experience	20	Lead evaluator governance assessment experience (10); pension/fiduciary expertise (6); team depth and complementary expertise (4)
Comparable firm assignments	20	Relevant completed assignments and verifiable references (12); relevance and quality of sample reports or work products (8)
Pension governance expertise	10	Understanding of DB funding, DC investments, member outcomes and applicable Kenyan retirement benefits governance
Deliverables and implementation support	10	Actionable report design, measurable improvement roadmap, knowledge transfer and follow-up methodology
Independence and confidentiality	5	Conflict safeguards, anonymisation, secure data handling and CEO appraisal reporting separation
Operational and financial capacity	5	Demonstrated ability and resources to deliver within the proposed timetable
TOTAL	**100**	

Only tenders scoring at least 75 marks out of 100 in the technical evaluation shall proceed to financial evaluation. In addition, bidders must score at least 18 out of 30 marks in methodology and at least 10 out of 20 marks in team qualifications and experience.

c. Financial Evaluation.

The firm with lowest quoted price shall be considered for award only having satisfied all the above requirements in a and b. The evaluation shall examine the completeness of the quote.

SECTION IV - STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender -** The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.

3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.

4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.

5. **Tender Security Declaration Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.

6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

Form Of Tender

To: Date

Name and address of procuring entity

Tender No.
Tender Name

Gentlemen and/or Ladies: -

1. Having examined the Tender documents including Addenda No. (Insert numbers) …….. the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Board Evaluation Services under this tender in conformity with the said Tender document for the sum of ….……[Total Tender amount in words and figures]
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 Cleaning and Garbage Collection Services in accordance with the conditions of the tender.

3. 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.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2024

_____ _____
[Signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Price Schedule Form

BREAKDOWN OF CONTRACT PRICE

(All costs will be as a percentage inclusive of all taxes).

a) …… ……

Total cost from above.....

Signed……. (Consultant)

Date .....

Stamp/Seal ……...

SECTION V –

REFER TO THE Terms of Reference

SECTION VI: FORM OF CONTRACT

Contract Form

THIS AGREEMENT made the day of 24 between [name of Procurement entity] of [country of Procurement entity] (hereinafter called "the Procuring entity") of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called "the tenderer") of the other part:

WHEREAS the Procuring entity invited tenders for the GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of _____ _____ [contract price in words in figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS: -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
    (a) the Tender Form and the Price Schedule submitted by the tenderer;
    (b) the Schedule of Requirements
    (c) the Details of cover
    (d) the General Conditions of Contract
    (e) the Special Conditions of Contract; and
    (f) the Procuring entity's Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services 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 the Procuring entity)

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

Must be filled by all applicants or Tenderers' who choose to participate in this tender)

Name of Applicant (s).....

You are requested to give the particulars in Part1 and either Part 2 (a), 2(b) or 2(c), which ever applies to your type of business. Part 2(d) to part 2(i/j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.

Part 1 – General

Business Name:……Certificate of Incorporation /Registration No.……Location of Business premises:
Country……...…Physical address…….
Town…….……. Building……
Floor……. Plot No.…….
Street/Road……..…….……Postal Address……
Postal/Country Code……. Telephone No's…...……
Fax No's.…….……E-mail address…….……
Website……
Contact Person (*Full Names)* …….
Direct/Mobile No's.…….……
Title……...
Power of Attorney (**Yes/No**) If **Yes,** attach written document.
Nature of Business (*Indicate whether manufacturer, distributor, etc)* ……...…….…….

(Applicable to Local suppliers only)

Local Authority Trading License No.……Expiry Date……. Value Added Tax No ……...……. Value of the largest single assignment you have undertaken to date (***USD/KShs)*……..** Was this successfully undertaken? **Yes/No**.……..(If **Yes**, attach reference)
Name(s) of your banker(s)……...……..……..
Branches……Tel. No's.……..…….

Part 2 (a)–Sole Proprietor (if applicable)

Full names……..……
Nationality……..Country of Origin……
Company Profile…….(*Attach brochures or annual reports in case of public company)*

Part2 (b)–Partnerships (if applicable)

Give details of partners as follows:

Full Names Nationality Citizenship Details Shares

1. …….

2. …….

Company Profile……N/A…….(*Attach brochures)*

Part2 (c)–Registered Company (If applicable)

Private or public…….

Company Profile…….(*Attach brochures or annual reports in case of public companies)*

State the nominal and issued capital of the Company

Nominal KShs……..…….

Issued KShs……..…….

List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all Directors as follows:-

Full Names Nationality Citizenship Details Shares

1……..…….…….

2…….……..…..…..

Part 2(d)– Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by any public or private institutions.

Full Names……...……

Signature……. Dated

this…….……day of.……2024.

In the capacity of……

Duly authorized to sign Tender for and on behalf of……

Part 2(e) – Bankruptcy/Insolvency/receivership.

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Name……...……

Signature……

Dated this…….……day of.……2024.

In the capacity of……

Duly authorized to sign Tender for and on behalf of……

Part 2(f)– Criminal Offence I/We, (Name(s) of Director(s)):-
a)……..……..……
b)……..…..…….……

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.
Signed…….
For and on behalf of M/s…...…….. In the capacity of…….
Dated this……day of …….2024.
Suppliers'/Company's Official Rubber Stamp…….

Part2(g) – Conflict of Interest
I/We, the undersigned state that I /We have no conflict of interest in relation to this procurement:
a)……
b)……
For and on behalf of M/s ……...
In the capacity of ……
Dated this ……day of.……2024
Suppliers'/Company's Official Rubber Stamp……

Part2(h) – Interest in the Firm:
Is there any person/persons in Scheme or any other public institution who has interest in the Firm? Yes/No ……...(*Delete as necessary)* Institution…….
……

(Title) ***(Signature)*** ***(Date)***

Part2(I)– Experience:

Please list below similar projects accomplished or companies/clients you have supplied with similar items or materials in the last 5years.

	Company Name	Country	Contract/Order No.	Value	Contact person (Full Names)	E-mail address	Cell phone No.
1							
2							
3							
4							

Part 2 (I or j) – Declaration

I/We, the undersigned state and declare that the above information is correct and that I/We give authority to seek any other references concerning my/our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names…….

Signature……
For and on behalf of M/s……
In the capacity of…… Dated this……day of……2024. Suppliers'/Company's

Official Rubber Stamp……

ANTI CORRUPTION DECLARATION

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the Public Procurement & Disposal Act 2015

We also underscore the importance of adhering to the law in the implementation of the project.

We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country.

We also declare that our company/sub-contractors/ all members of the consortium has/have not been debarred to engage in procurement/ included in the list of sanctions.

We acknowledge that, the client is entitled to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

Dated this _____ day of _____ 24

(Name of company)

(Signature(s)

Tender-Securing Declaration (Mandatory)

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

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

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

To: *[insert **complete name of Procuring Entity**]*
We, the undersigned, declare that:
We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.
We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time of two years starting on *[insert **date**],* if we are in breach of our obligation(s) under the Tender conditions, because we;

a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity,
   (i). Fail or refuse to execute the Contract, if required, or
   (ii). Fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of;

1) Our receipt of your notification to us of the name of the successful Tenderer; or
2) Thirty days after the expiration of our Tender.
3)

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 Tender for and on behalf of: *[insert **complete name of Tenderer**]*
Dated on _____ day of _____, _____ *[insert **date of signing**]*

Corporate Seal (where appropriate)

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 _____ 24 _____ to supply …….
[*description of insurance services*] (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 a 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:

THERFEFORE 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 figures*], 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 of money within the limits of …… [*Amount of guarantee*] as aforesaid, without your 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 _____ 24 ___

Signature and seal of the Guarantors

_____
[Name of bank of financial institution]

_____
[Address]

_____
[Date]

(Amend accordingly if provided by Insurance Company)

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 ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO……. OF…….….24……...

BETWEEN

…….APPLICANT

AND

……RESPONDENT *(Procuring Entity*)

Request for review of the decision of the…… (*Name of the Procuring Entity)* of ……dated the…day of …….24…….in the matter of Tender No……...…of …….24…

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 ……/…24…

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on …… day of ……...24…..……

SIGNED
Board Secretary.