

# PREQUALIFICATION OF SUPPLIERS FOR PROVISION OF GOODS, SERVICES AND WORKS

FOR

THE PERIOD BETWEEN 01/03/2024 TO 31/03/2027

PREQUALIFICATION NUMBER: NRT/PQ/01/2023

SUBMISSION DEADLINE: 29<sup>TH</sup> JANUARY 2024

DECEMBER 2023

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#### 1.0. INTRODUCTION

Northern Rangelands Trust (NRT) is a non-profit making umbrella organization currently supporting Fourty three (43) community conservancies spread across 10 counties Kenya (Marsabit, Laikipia, Isiolo, Meru, Baringo, Samburu, Garissa, Tana River, Lamu and West Pokot Counties) whose mission is to develop resilient community conservancies that transform lives, secure peace and conserve natural resources.

NRT intends to develop a register for suppliers for various goods and services for the period 2024-2027. Interested firms are invited to apply for pre- qualification, indicating the category of goods, services they wish to be considered and the location. Existing firms who wish to be prequalified must apply.

## 2.0: CATEGORIES OF GOODS AND SERVICES

NRT invites applications for pre-qualification from interested and eligible suppliers for provision of various goods, works and services under category listed below for the **period 1**<sup>st</sup> **March, 2024 ending 31st March, 2027.** 

PQ NO.	DESCRIPTION	ELIGIBILITY		
CATEGORY A	PREQUALIFICATION FOR SUPPLY AND DELIVERY OF GOODS			
NRT/01/2024-2027	Supply of General Office Stationeries (including toners, cartridges).	OPEN		
NRT/02/2024-2027	Supply of General schoolbooks (primary and secondary schools).	OPEN		
NRT/03/2024-2027	Supply, Service and Maintenance of Computers/Laptops Equipment's, Printers,	OPEN		
	photocopiers, Networking and Accessories.			
NRT/04/2024-2027	Supply of Navigation Equipment's GPS and collaring equipment's.	OPEN		
NRT/05/2024-2027	Supply of Binoculars, GPS and Cameras.			
NRT/06/2024-2027	Supply of office Furniture's and Furnishing.	OPEN		
NRT/07/2024-2027	Supply of Hardware Materials (All kinds).	OPEN		
NRT/08/2024-2027	Supply of Building Materials (Building stones, Sand and Ballasts and local materials).	OPEN		
NRT/09/2024-2027	Supply of Electrical Fittings.	OPEN		
NRT/10/2024-2027	Supply of Plumbing Materials and Tools (Pipes and Fittings GI and UPVC. (HDPE)	OPEN		
NRT/11/2024-2027	Supply of water equipments – pumps and generators and solar/or structures.	OPEN		
NRT/12/2024-2027	Supply and delivery of fabricated items - steel doors, windows, tables, chairs,	OPEN		
	gates, cantilevers, and beds.			
NRT/13/2024-2027	Supply of fencing treated posts/poles.	OPEN		
NRT/14/2024-2027	Supply of fencing wires, tools, strainers, and equipment's.	OPEN		
NRT/15/2024-2027	Supply of Timber, Roofing Frames.	OPEN		
NRT/16/2024-2027	Supply and delivery of Tents and Camping Equipment.	OPEN		
NRT/17/2024-2027	Supply of Firefighting Equipment's.	OPEN		
NRT/18/2024-2027	Supply of Land Cruisers, Double Cabin, Mitsubishi lorry, Motorbikes	OPEN		
1111710720212027	(Yamaha/KIBO), and its accessories and spare parts.			
NRT/19/2024-2027	Supply of Tyres, Tubes, Balancing and alignments for Land Cruisers, Double	OPEN		
1111/15/2024 2027	Cabin, Mitsubishi lorry FM 617, Motorbikes (Yamaha/KIBO).			
NRT/20/2024-2027	Supply of Grader, Backhoe, Tractor (SAME, LANDINI, MERSSEY) and its	OPEN		
	accessories and spare parts supply including Tyres, Tubes and lubricants.			
NRT/21/2024-2027	Supply of Rangers, Sport kit and Staff Uniform inclusive protective clothing.	OPEN		

NRT/22/2024-2027	Supply of Motrbo/Motorolla Radios, Repeaters and Antenna Equipment's.	OPEN
NRT/23/2024-2027	Supply of Solar Panels, Batteries, and inverters.	OPEN
NRT/24/2024-2027	Provision welding services and metal repairs – of Steel Doors, Windows and beds.	OPEN
NRT/25/2024-2027	Supply of Branded Merchandise (Banners, Posters, T/shirts, teardrops, bag packs, caps/hats, jackets, plaques.	OPEN
NRT/26/2024-2027	Supply of Avgas and Jet A-1.	OPEN
NRT/27/2024-2027	Supply of Diesel, Petrol, lubricants and gas filling (Nanyuki, Isiolo, Marsabit, Wamba, Maralal, Marigat, Garissa, Lamu, Makutano (westpokot), Nairobi (City Centre).	OPEN
NRT/28/2024-2027	Supply of Camping Tents, Mosi tents Mosquito Tents, Mattresses, and Beddings	OPEN
NRT/29/2024-2027	Supply of Canvas Materials, Bedrolls, Roll mats.	OPEN
NRT/30/2024-2027	Supply of 20ft and 40Ft containers.	OPEN
NRT/31/2024-2027	Supply of Steel Structures – uniports.	OPEN
NRT/32/2024-2027	Supply of animal forage - Hay, Lucerne, molasses, and Lucerne pellets.	OPEN
NRT/33/2024-2027	Supply of Vetinary Medicines, Nonpharmacy and laboratory accessories.	OPEN
NRT/34/2024-2027	Supply of Cloud Data backup Service and IT data recovery.	OPEN
NRT/35/2024-2027	Supply of IT software, (Windows, Microsoft Office).	OPEN
NRT/36/2024-2027	Supply of Air Conditioners and Insulation Materials.	OPEN
NRT/37/2024-2027	Supply and delivery of School Furniture – desks.	OPEN
NRT/38/2024-2027	Supply of Infant Milks (Infacare, Liptomil, Lactogen).	OPEN
	Supply of groceries supply and food ration - dry goods such as rice, army	OPEN
NRT/39/2024-2027	biscuits, maize flour, salt, cooking oil, batteries, toilet papers, shoe polish, dry cereals, and groceries	
NRT/40/2024-2027	Supply of welding machines, spare parts, and repairs / maintenance.	OPEN
NRT/41/2024-2027	Supply, training, and Installation of Biogas units.	OPEN
NRT/42/2024-2027	Provision of customized equipping services/items for community bandas /lodge – household items, mattresses beddings sets and kitchen wares/utensils, gas burner.	OPEN
CATEGORY B	PREQUALIFICATION FOR PROVISION OF SERVICES AND CONSULANCY	OPEN
NRT/43/2024-2027	Provision of General Insurance Services i.e., theft, fire, burglary, GPA and WIBA, Public Liability, Employers Liability, cash.	OPEN
NRT/44/2024-2027	Provision of Medical Insurance Services	OPEN
NRT/45/2024-2027	Provision of Repair and Maintenance of Motor Vehicles (Toyota Land cruisers, double cabin, Motorbikes (Yamaha and KIBO) and Nissan.	OPEN
NRT/46/2024-2027	Provision of Aircraft Servicing, Repair and Maintenance.	OPEN
NRT/47/2024-2027	Provision of servicing and maintenance of specialized plants and machinery mainly: Bell Grader 670G, Same tractors, Backhoe, Valtract.	OPEN
NRT/48/2024-2027	Provision of events Tents and Chairs and décor.	OPEN
NRT/49/2024-2027	Provision of Hotel Services, Accommodation, Conference Services and Catering Services. (in 10 counties we operate plus Nairobi, and Mombasa)	OPEN
NRT/50/2024-2027	Provision of outside catering services (meals and drinks, tea) - within the 43 conservancies/centres	OPEN
NRT/51/2024-2027	Provision of transport services of materials.	OPEN
NRT/52/2024-2027	Prequalification of Auditing Services.	OPEN
NRT/53/2024-2027	Provision of Taxi services.	OPEN
	Provision of Tourist Car/bus hire Services.	OPEN
NRT/54/2024-2027	The vision of rounse cary bas fine services.	

NRT/56/2024-2027	Provision of General Printing Services.	OPEN		
NRT/57/2024-2027	Provision of Asset Valuation Services (Registered valuer).	OPEN		
NRT/58/2024-2027	first aid training.			
NRT/59/2024-2027	Provision of servicing and maintenance of radio communication equipment (VHF).	OPEN		
NRT/60/2024-2027	Provision of repair, maintenance of PABX Switch board and extension lines.	OPEN		
NRT/61/2024-2027	Provision of Videographer, graphic design, Photography services, layout and editing.	OPEN		
NRT/62/2024-2027	Provision of consultancy services (firms or individuals) for capacity building/team building, training, and facilitation.	OPEN		
NRT/63/2024-2027	Provision of Public Relations Services Media Consultancy and Communication Services.	OPEN		
NRT/64/2024-2027	Provision of General Printing, binding Services.	OPEN		
NRT/65/2024-2027	Provision of Courier Services.	OPEN		
NRT/66/2024-2027	Provision of maintenance of Printers, Photocopiers, and plotter.	OPEN		
NRT/67/2024-2027	Provision of Solar / power Installations works.	OPEN		
NRT/68/2024-2027	Provision of specialized cleaning services for toilet basins, bathtubs, sinks etc.	OPEN		
NRT/69/2024-2027	Provision of Consultancy Services for Environmental social Impact Assessment, and environmental audits.	OPEN		
NRT/70/2024-2027	Provision of consultancy services for baseline surveys feasibility studies and			
NRT/71/2024-2027	Provision of clearing and forwarding services.	OPEN		
NRT/72/2024-2027	Provision of Asset tagging system.	OPEN		
NRT/73/2024-2027	Provision of water Pump servicing, plants servicing and related accessories.	OPEN		
NRT/74/2024-2027	Provision of desalination plant and servicing and related accessories.	OPEN		
NRT/75/2024-2027	Provision of an Enterprise Resource Planning system software with fleet, procurement (SRM included), grant; compatible with sage and Aruti systems.	OPEN		
NRT/76/2024-2027	Provision of internal Audit software.	OPEN		
NRT/77/2024-2027	Provision of Geneal Legal Services	OPEN		
NRT/78/2024-2027	Human Rights and Legal Compliance auditors	OPEN		
NRT/79/2024-2027	Accredited Governance Auditors	OPEN		
NRT/80/2024-2027	Provision of Board evaluation and Board portal software	OPEN		
NRT/81/2024-2027	Provision of whistle blower services.	OPEN		
CATEGORY C	PREQUALIFICATION OF CONTRACTORS (BUILDING, WATER and Civil Works)			
NRT/82/2024-2027	Provision of Building, Water and Civil Works and renovations	OPEN		
NRT/83/2024-2027	Swimming pools constructions and repairs/maintenance			
NRT/84/2024-2027	Provision of Borehole drilling, servicing, rehabilitation and equipping to include pipeline extension and overhead tanks, water kiosks, shallow wells.	OPEN		
NRT/85/2024-2027	Provision of Water works pipeline, water pan, sand dams, masonry tank, rock catchment weirs.	OPEN		
NRT/86/2024-2027	Provision of desilting of dams and maintenance of roads.	OPEN		
NRT/87/2024-2027	Provision of Reverse osmosis (RVO) system, supply, and installation, RVO system maintenance and servicing.	OPEN		
NRT/88/2024-2027	Provision of Consultancy Services Architectural, Engineering and Quantity surveying services, hydrological survey, and Hydrogeological survey	OPEN		

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Provision of architectural Designs for buildings and water works (Sand dam designs, Rock catchment design, water pans, Gravity flow water system, Building).

Interested firms, shall be required to pay a non- refundable fee of three thousand shillings (Kshs 3,000.00) per category applied for, through a banker's cheque drawn in the name of Northern Rangelands Trust.

Completed prequalification documents should be in a plain sealed envelope clearly marked.

#### PREQUALIFICATION NOTICE

PQ NO.....FOR.....

Addressed to:

THE CHAIRMAN PROCUREMENT REVIEW COMMITTEE NORTHERN RANGELANDS TRUST LEWA WILDLIFE CONSERVANCY PRIVATE BAG ISIOLO, 60300 ISIOLO – NANYUKI ROAD

The Sealed Prequalification documents should be sent to the above address or be deposited in a tender Box located at Matunda Gate so as to reach us on or **before 29<sup>th</sup> January, 2024 not later than 4:00pm.** NRT reserves the right to accept or reject any tender in part or whole and is not bound to give reasons for its decisions.

#### SECTION 3

#### **3.0 PREQUALIFICATION INSTRUCTIONS**

#### 3.1 INTRODUCTION

The Northern Rangelands Trust hereinafter referred to as "Procuring entity" intends to pre-qualify firms for the supply and delivery of goods and services.

Prequalification is open to eligible firms/ Individuals.

#### 3.2 PRE-QUALIFICATION OBJECTIVE

The main objectives of this part is to qualify firms to supply goods and services under the relevant tenders/quotations and Proposals as and when required during <u>the period</u> <u>beginning 1<sup>st</sup> March 2024 to 31<sup>st</sup> March, 2027</u>

#### 3.3 LANGUAGE

All the information requested for pre- qualification shall be provided in the English language.

#### 3.4 INVITATION OF PRE-QUALIFICATION

Firms registered with the registrar of companies under the laws of Kenya with respective to merchandise or services are invited to submit their prequalification documents to the Tender Committee, Northern Rangelands Trust. All mandatory information must be provided by any eligible and interested firm.

#### 3.5 EXPERIENCE

Prospective firms must have carried out successful supply and delivery of similar goods/services to institutions of similar size and complexity. Potential firms must demonstrate the willingness and commitment to meet the tender criteria.

## 3.6 TERMS AND CONDITION - APPENDIX 2.

Eligible and interested firms shall be required to read and be willing to abide to the NORTHERN RANGELANDS TRUST purchase order terms and condition indicated in appendix

## 3.7 ELIGIBLE FIRMS

The procuring entity's employees and their relative (spouse and children) are not eligible to Participate in the pre-qualification process.

#### 3.8 PRE-QUALIFICATION DOCUMENT

A set of pre-qualification documents may be accessed and downloaded by interested firms or individuals from the following website: **www.nrt-kenya.org** 

The document includes questionnaire forms 1 to 8 and documents required from prospective firms. All eligible and interested firms must provide required information in the attached questionnaire forms 1-8.

#### 3.9 SUBMISSION AND DEADLINE OF PRE-QUALIFICATION DOCUMENTS

One hard copy of application for prequalification containing all the requirements containing filled forms 1 to 8, shall be submitted in plain sealed envelopes clearly marked with **PREQUALIFICATION** Number applied for and the category description and addressed to:

PQ NO..... FOR..... Addressed to:

# THE CHAIRMAN PROCUREMENT REVIEW COMMITTEE NORTHERN RANGELANDS TRUST LEWA WILDLIFE CONSERVANCY PRIVATE BAG ISIOLO, 60300 ISIOLO – NANYUKI ROAD

The duly filled pre-qualification document must be dropped in tender box on or before **29**<sup>th</sup> January, 2024 at 4.00 p.m.

All eligible and interested firms will be required to bind a COMPREHENSIVE pre- qualification document with company profile detailing ALL the requested information including forms 1-8.

#### 3.10 LATE APPLICATIONS

NRT reserves the right to accept applications received after the deadline for submission of applications, unless otherwise specified. If late applications will be accepted, they must be received not later than the date specified after the deadline for submission of applications.

Any Registration application document received after the deadline shall be considered late application and shall be rejected.

#### 3.11 PRE-QUALIFICATION FEE

Interested individuals/firms, upon review of the downloaded set of prequalification documents from our website shall be required to pay a non- refundable fee of three thousand shillings (Kshs. 3,000.00) per category applied for, through a banker's cheque drawn in the name of NORTHERN RANGELANDS TRUST and shall obtain an official receipt from the finance department. A copy of the official receipt MUST be attached to the duly completed pre-qualification documents.

NB: THOSE WHO DO NOT ATTACH A COPY OF BANKERS CHEQUE OR OFFICIAL RECEIPT WILL BE DISQUALIFIED

#### 3.12 QUESTIONS ARISING FROM PRE-QUALIFICATION DOCUMENTS

Questions and clarification that may arise from the Pre-qualification documents should be sent to the email address below:<u>bids@nrt-kenya.org</u>

NRT will only respond to questions received THREE days before the closing date.

#### 3.13 ADDITIONAL INFORMATION

NRT reserves the right to request the submission of additional information from prospective firms.

#### 3.14 INQUIRIES DURING EVALUATION OF PRE-QUALIFICATION PROCESS

Inquiries, canvassing or direct phone calls shall not be allowed during the evaluation of pre- qualification process.

#### 3.15 NOTIFICATION OF SUCCESSFUL AND UNSUCCESSFUL FIRMS

Only successful pre-qualified firms will be notified in writing. Any firm that does not receive communication from NORTHERN RANGELANDS TRUST within one month after prequalification submission deadline should consider themselves unsuccessful.

#### **13 INVITATION TO TENDER/QUOTATION**

Bidding documents (Tender/Quotation) will be made available only to those bidders whose pre- qualification documents are accepted by **NORTHERN RANGELANDS TRUST** after the completion of the pre-qualification process.

## SECTION 4

## 4.0 PRE-QUALIFICATION GUIDELINES/REGULATIONS AND CRITERIA

## 4.1 PRE-QUALIFICATION DATA FORM

The attached questionnaire forms 1, 2, 3, 4, 5, 6, 7, 8 and appendix 1 of sworn statement section 5.0 are to be completed by prospective suppliers/ firms who wish to be prequalified for the specified tender category.

## 4.2 INCOMPLETE APPLICATION

The application forms which are not filled and duly stamped and submitted in the prescribed manner will not be considered.

## 4.3 RIGHT TO ACCEPT OR REJECT APPLICATIONS

NRT reserves the right to accept or reject any Application, and to annul the prequalification process and reject all Applications at any time, without thereby incurring any liability to the Applicants.

## 4.4 THE PREQUALIFICATION DATA

It is understood and agreed that the pre-qualification data of the prospective firms is to be used by **NORTHERN RANGELANDS TRUST** in determining, according to its sole judgment and discretion the qualifications of prospective firm to perform in respect categories as described by the client.

#### 4.5 QUALIFICATION REQUIREMENTS

Prospective firms will not be considered qualified unless in the judgment of **NORTHERN RANGELANDS TRUST** they possess the capability, experience, qualified personnel, available and sustainable equipment and net current assets or working capital sufficient to satisfactorily execute the contract for goods/services.

## 4.6 ESSENTIAL CRITERIA FOR PRE-QUALIFICATION

#### 4.6.1 STAUTUTORY COMPLIANCE

All Firms Must Provide the Following Mandatory Documents: -

1. Copies of Certificate of Incorporation/Partnership deed/Business registration

2. Valid Tax Compliance Certificate from Kenya Revenue Authority

- 3. Copies of PIN Certificate of firm/company/individual
- 4. Copies of VAT Certificate of firm/company
- 5. Copies of Companies CR12 evidenced with Identity Cards/Valid Passports for all Directors/owners. The same shall be clear and photocopied both sides for IDs.

6. Copy of valid Single Business Permit from County Government.

7. Copies of relevant registration certificates/permits/licenses /Practicing Certificates from affiliated Professional Bodies/Associations/Authorities where it is Mandatory by nature of goods, works or service is applicable/specific to your line of business e.g. NCA, IATA, EPRA, CA, LSK, ICPAK, CCK, AAK, MISK, CA, LSK, ACPK, ICPSK PCB, NEMA, etc

## 4.6.2 EXPERIENCE

(a) The prospective bidder shall have at least two years' experience in the supply of goods, services and allied items. Potential supplier/firm should show competence, willingness and capacity to service the contract.

(b) Prospective suppliers should have special experience and capability to organize, supply and deliver items or services at short notice.

## 4.6.3 PERSONNEL

The names and pertinent information and the title of the key personnel for individual or group to execute the contract must be indicated in form 1.

## 4.6.4 FINANCIAL CONDITION

The suppliers financial condition will be determined by latest audited financial statements submitted with the pre-qualification documents as well as bank statement from last three months.

Potential suppliers/firms will be pre-qualified on the satisfactory information given.

## 4.6.5 PAST PERFORMANCE

Past performance will be given due consideration during the pre-qualification evaluation. Letters of reference from past customers should be included in form 5 where applicable

## 4.6.7 SWORN STATEMENT – APPENDIX 1

Application must include a sworn Statement Appendix 1 section 5.0 by the applicant certifying the accuracy for the information given.

## 4.7 WITHDRAWAL OF PRE-QUALIFICATION

NORTHERN RANGELANDS TRUST reserve the right to reject the tender from a prequalified firm even though the firm was initially pre-qualified, should a condition arise between the time the firm has tendered and the bid opening date which in the opinion of the NORTHERN RANGELANDS TRUST could substantially change the performance and qualification of the bidder or his ability to perform such as but not limited to bankruptcy, change in ownership or new commitment.

## 4.8 CHANGES IN QUALIFICATIONS OF APPLICANTS

Any change in the structure or formation of an Applicant after being prequalified and invited to tender (including, in the case of a JV, any change in the structure or formation of any member and also including any change in any specialized subcontractor whose qualifications were considered to prequalify the Applicant) shall be subject to the written approval of the NRT prior to the deadline for submission of Tenders. Such approval shall be pregualified applicant proposes denied if (i) а to associate with а disqualified/blacklisted/debarred applicant or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Applicant no longer substantially meets the qualification criteria set forth in Qualification Criteria and Requirements; or (iii)in the opinion of NRT the change may result in a substantial reduction in competition. Any such change should be submitted to NRT not later than fourteen (14) days after the date of the Invitation to Tender.

## 4.9 PRE-QUALIFICATION CRITERIA

A. PRELIMINARY EVALUATION CRITERIA

	MANDATORY REQUIREMENTS	RESPONSE	OUTCOME
1.	Provide documentary evidence of the company's Certificate of Incorporation /Partnership deed/Business registration (Legal Structure).		
2.	Provide companies CR12 Showing list of directors and share holdings		
3.	Provide copy of the company's PIN /VAT certificate issued by Kenya Revenue Authority (KRA)		
4.	Provide copy of the company's <b>current</b> Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid at least up to the date of opening the tender.		
5.	Valid Single Business Permit from a county government		
6.	Registration Certificates or Practicing Certificates from affiliated Professional Bodies/Associations, where the Mandatory nature of goods, works or service is applicable/specific to your line of business e.g. NCA, IATA, EPRA, CA, LSK, CCK, AAK, MISK, CA, LSK, ICPAK, ICPSK,PCB,NEMA, Etc		

7.	Bidders must serialize each page of the tender document submitted.	
8.	Bankers Cheque Slip for payment of non-refundable prequalification fee of 3,000	
	RESULTS R- Responsive; NR – Non responsive	,

At this stage, the tenderer's submission will either be responsive in all the mandatory requirements (MR) above or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be registered. The responsive applicants will progress to detailed evaluation stage.

## **B. DETAILED EVALAUTION**

No.	Information Required	Form Type	Point Score
1	General Information	FORM 1	10
2	Specific Requirements	FORM 2	15
3	Management Structure	FORM 3	12
4	Financial position	FORM 4	12
5	Past experience	FORM 5	21
6	Confidential questionnaire	FORM 6	15
7	Litigation History	FORM 7	5
8	Bank Details	FORM 8	5
9	Sworn statement	Appendix 1	5
Total			100

## FORM1: GENERAL INFORMATION -10M

Category Applied for
Business Name of the firm
Legal name of firm if different from business name
Place of incorporation/ Year of incorporation/Registration
Post office Address
Street/Road
City Country
Telephone. No Mobile
Contact personnel
Title

Organization and business information							
-	Management personnel:						
MD							
Directors							
General Manager							
FORM 2 SPECIFIC REQUIREMENTS – 15M All firms must provide (Tick as appropriate):							
(a) Copies of Certificate of Registration. No Yes							
(b) Copy of V.A.T Registration Certificate and Ta No Yes	x Compliance Certificate						
(c) Copy of Pin Certificates of firm/Company/Inc No Yes	dividual.						
(d) List of at least 3 ongoing Contracts/Projects No Yes	(goods, services).						
(e) Membership to professional body for profes	sional services if any						
No Yes	Not applicable						
(f) Indicate willingness to provide goods and ser	(f) Indicate willingness to provide goods and services on 30 days credit terms NoYes						
(g) Applicants should only apply in their areas of	(g) Applicants should only apply in their areas of expertise						
FORM 3: MANAGEMENT STRUCTURE - 12							
No.Item Description1No. of Staff: 1-20	Indicate						
1 No. 01 Stall. 1-20 2 No. of Staff: $>20$ and $<50$							

Z	No. of Staff : >20 and <50	
3	No of Staff: 50 & above	
4	Does the Company have board of directors?	

Number of staff employed.....

#### FORM 4: FINANCIAL POSITION – 12M

All firms must provide (Tick appropriate box):

A. Two audited financial statement (Year 2022, & 2021 if any).

Yes

No		Yes	2022
No		Yes	2021

B. Provide copy of the company's bank statement for the last three months

No

## FORM 5: PAST EXPERIENCE- 21 M

Provide a list of 3 current clients/customers that you have transacted business with and value (NGO if any) for the past three years

	Client 1	Client 2	Client 3
Name of client			
(organization)			
Address of client			
(organization			
Name of contact			
person at the client			
(Organization)			
Telephone/Email address			
of the client			
Value of contract			
Duration & time of the			
Contract			

## Others

Copies of work orders, completion certificate or other documents in support of work done.

## FORM 6: CONFIDENTIAL BUSINESS QUESTIONNAIRE- 15M

You must provide details requested in part 1 and either part 2(a), 2(b) or 2(c) whichever applies in your type of business. Please note that providing false information shall lead disqualification to give false information on this form.

PART 1: GENERAL

Copy of receipt .....

Physical Location of Business Premises
Plot No
Building Name
Street/Road
Postal Address
Tel
Email address
Contact personnel
Nature of business
Current Trade License No
Expiring date
Maximum value of Business which you can handle at any one time
Kshs
Number of years the firm has been in business
PART 2(A) –Sole Proprietor
Your name in full
Nationality

Country of Origin.....

Citizenship details.....

# PART 2 (B) –Partnership

Give details below;

No.	Name	Nationality	Citizenship Details
1			
2			
3			
4			
5			
6			

# PART 2(C)-Registered Companies

Give details of all directors as follows:

No.	Name	Nationality	Citizenship Details
1			
2			
3			

4		
5		
6		

#### FORM 7: LITIGATION HISTORY- 5M

Does the company have any litigation (Tick appropriate box)?



Yes (give details below)

No

Applicants, including each of the partners of a joint venture, should provide information of any history of litigation or arbitration resulting from contracts executed in the last four years. A separate sheet should be used for each partner of a joint venture.

Year	Award for or against	Name of client, cause of	Disputed amount
	Applicant	litigation, and matter	
		dispute	

## FORM 8: BANK DETAILS - 5M BANK DETAILS TEMPLATE

For the purpose of payments by electronic funds transfer (bank wire transfer), provide the following information:

#### A) FOR LOCAL CURRENCY ACCOUNTS:

BANK NAME
BRANCH NAME
BANK ADDRESS
BRANCH CODE
ACCOUNT NAME
ACCOUNT NUMBER

## **B) FOR USD ACCOUNTS:**

BANK NAME
BRANCH NAME
BANK-ADDRESS
SWIFTCODE
ACCOUNT NAME
ACCOUNT NUMBER

#### **APPENDIX 1-**

## A. SWORN STATEMENT

Having studied the tender information for the above pre-qualification we/l hereby state:

- a. The information furnished in our application is accurate to the best of my/our knowledge.
- b. Have read and understood the terms and condition for NORTHERN RANGELANDS TRUST including the credit period of 30-60 days.
- c. That in case of being qualified we acknowledge that this grants me/us the right to participate in due time in the submission of a tender or quotation on the basis of provisions in the tender or quotation documents to follow.
- d. If the legal, technical, financial conditions or the contractual capacity of the firm changes when the call for Tenders/Quotations is issued, we commit ourselves to inform you and acknowledge your right to review the tender made.
- e. We enclose all the required documents and information required for the prequalification evaluation.

Date.....

<del>3</del>0

Applicant's Name
Represented by
Signature
Designation
(Full name and designation of the person signing and stamp or seal.).

## **B. ANTI-CORRUPTION DECLARATION**

We /I declare(s) and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply -

a) The person shall be disqualified from entering into a contract for the

procurement; or

b) If a contract has already been entered into with the person, the contract

shall be voidable at the option of NORTHER RANGELANDS TRUST.

c) The voiding of a contract by the procuring entity under subsection (b)

does not limit any other legal remedy that NORTHER RANGELANDS TRUST may have.

Date
Applicant's Name
Represented by
Signature
Designation (Full name and designation of the person signing and stamp or seal.).

## C. ANTI-FRAUDULENT PRACTICE DECLARATION

We / I declare(s) and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding. Further we declare that as we bid we have not been convicted of corrupt or fraudulent

practices

Date
Applicant's Name
Represented by
Signature
Designation
(Full name and designation of the person signing and stamp or seal.).

## D. NON - DEBARMENT DECLARATION

We/1 declare(s) and guarantees that no director, sub-contractor or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Date
Applicant's Name
Represented by
Signature
Designation
(Full name and designation of the person signing and stamp or seal.).

#### E. CONFLICTS OF INTEREST

We / I declare(s) and guarantees that the person or the company will disclose any conflicts of interest in any procurement or asset disposal proceeding failure to do so we accept to be;

1. disqualified from entering into a contract for a procurement or asset disposal proceeding; or

2. if a contract has already been entered into, the contract shall be voided.

3. The voiding of a contract by the procuring entity under subsection will not limit any legal remedy the procuring entity may have.

Date..... Applicant's Name ..... Represented by ..... Signature.... Designation .....

(Full name and designation of the person signing and stamp or seal.).

# F. NOT INSOLVENT, IN RECEIVERSHIP, BANKRUPT OR IN THE PROCESS OF BEING WOUND UP

We /I declare(s) and guarantees that the person or the company biding is not

insolvent, in receivership, bankrupt or in the process of being wound up.

Date.....

Applicant's Name .....

Represented by .....

Signature.....

Designation .....

(Full name and designation of the person signing and stamp or seal.).

#### 5.1: APPENDIX 2 - TERMS AND CONDITIONS

- a. ORDER/CONTRACT. The Purchase Order or Contact ("Order") is an offer to purchase the Goods or service described herein from Vendor. NORTHERN RANGELANDS TRUST's placement of this Order with Vendor is expressly conditioned on Vendor's acceptance of all of the terms contained in this Order, including without limitation, this Order shall not be filled at prices higher than stated in this Order or for different quantities. Any additional or different terms or conditions in any communication from Vendor are expressly objected to and are not effective or binding unless NORTHERN RANGELANDS TRUST agrees in writing, and no such additional or different terms are part of a contract between NORTHERN RANGELANDS TRUST and Vendor even if NORTHERN RANGELANDS TRUST accepts Goods under this Order. Any objection by Vendor to the terms hereof shall be ineffective and is deemed waived by Vendor when Vendor accepts this Order. Each Order terminates sixty (60) days after the Delivery Date, except as set forth herein or as NORTHERN RANGELANDS TRUST shall notify Vendor in writing. The Order Number above shall be shown on all invoices, communications, packing lists, containers, bills of lading and other similar documents.
- b. PRICE. The prices stated in this Order are complete and Vendor shall add no additional charges of any kind. Vendor warrants that the prices to be charged for Goods are competitive with prevailing market rates and do not exceed prices charged to other customers for a similar quantity and quality of Goods. In connection with any cash discount specified in this Order, time will be computed from the date of the complete and final delivery of the Goods, or from the date correct final invoices are received in the NORTHERN RANGELANDS TRUST's Accounting Department, if later. Vendor shall specify all applicable costs, including taxes, duty, export and transportation fees and other charges on Vendor's invoice as separate items, and shall bear all such costs as part of the total Price charged.
- **c. QUALITY.** Vendor warrants the Goods are (a) free of all deficiencies and defects in materials,

design and workmanship for the period of one (1) year from the date NORTHERN RANGELANDS TRUST accepts the Goods, (b) do not infringe the rights of any third parties, and (c) are free of any lien or encumbrance. Vendor warrants it shall vest all title and rights to the Goods in NORTHERN RANGELANDS TRUST. If no quality is specified in this Order, the Goods delivered must be of the best quality as recognized by the market and conforming to or exceeding all specifications provided by Vendor.

d. **CONDUCT.** Vendor and its employees shall maintain and comply with a written code of conduct

that prohibits giving anything of value, directly or indirectly, to any person or entity,

including NORTHERN RANGELANDS TRUST staff, in the form of a bribe or kickback; establishes appropriate limitations on transactions with relatives of Vendor employees or businesses or ventures related to Vendor or its employees; and otherwise properly governs the performance of its employees engaged in soliciting, awarding or administering contracts, and receiving gifts. Vendor shall inform NORTHERN RANGELANDS TRUST in writing of any violations relating to its obligations hereunder. Vendor certifies that it has not knowingly provided and will not knowingly provide, in violation of applicable laws, material support or resources to any individual or organization that advocates, plans, sponsors, engages in, or has engaged in an act of terrorism.

- e. **DISPATCH AND PACKING.** Unless otherwise stated in this Order, all Goods shall be dispatched and NORTHERN RANGELANDS TRUST will pay no charge for packing, boxing or sending. Vendor is responsible for loss of or damage to any Goods before receipt by NORTHERN RANGELANDS TRUST at Destination. Each package of Goods will contain documentation showing vendors name, contents of package, and the Order Number. A copy of the invoice, customs and import/export confirmations, or similar documentation shall be sent at time of dispatch to NORTHERN RANGELANDS TRUST at the address stated in this Order as well as to the Destination, if different.
- f. DELIVERY. Time is of the essence and delivery of Goods shall be strictly in accordance with this Order. Delays in delivery or otherwise shall be reported immediately to NORTHERN RANGELANDS TRUST, and the Order payment shall be subject to a late arrival penalty if specified on the Order. Partial deliveries may not be accepted; contact NORTHERN RANGELANDS TRUST in advance if a partial delivery is requested.
- g. INSPECTION AND ACCEPTANCE. All Goods shall be subject to NORTHERN RANGELANDS TRUST inspection and test at any time and place, including at place of manufacture. Vendor will make available to the NORTHERN RANGELANDS TRUST inspectors copies of drawings, specifications, and processes applicable to the Goods and shall promptly provide NORTHERN RANGELANDS TRUST any resulting inspection certificates. Further, all Goods are subject to final inspection and acceptance at the Destination notwithstanding any payment or other prior inspections. NORTHERN RANGELANDS TRUST may reject and hold at Vendor's expense, subject to Vendor's disposal, all Goods not conforming to this Order or other applicable specifications, drawings, samples, or descriptions.

- h. DEFECTIVE WORK. If any Goods are defective in material or workmanship or otherwise do not conform to this Order, NORTHERN RANGELANDS TRUST may: (a) require Vendor to repair or replace at Vendor's cost any such nonconforming Goods; (b) require Vendor to refund the price of any such Goods; or (c) elect to retain and correct any such Goods with an appropriate price reduction to offset NORTHERN RANGELANDS TRUST's costs of making correction(s). Nothing, including any final inspection, shall relieve Vendor from its responsibility to correct or replace Goods defective as a result of fraud, recklessness or latent defects.
- i. PAYMENT TERMS. Invoices and delivery notes are required. NORTHERN RANGELANDS TRUST will pay Vendor as specified in this Order, including pursuant to any discount terms; if no time of payment is indicated, payment shall be made within thirty to Sixty days (30-60) days after NORTHERN RANGELANDS TRUST accepts the Goods at their Destination. Any adjustments in Vendor's invoices due to shortages, late deliveries, rejection or other failure to comply with the requirements of this Order may, at NORTHERN RANGELANDS TRUST's option, be made by NORTHERN RANGELANDS TRUST before payment, but failure to do so shall not deprive NORTHERN RANGELANDS TRUST of the right to do so later. NORTHERN RANGELANDS TRUST may withhold ten percent (10%) from payment of the final invoice to ensure that all Goods conform to this Order and all necessary documentation has been properly received.
- j. **CANCELLATION AND DEFAULT.** In addition to any other remedy available by law or in equity,

NORTHERN RANGELANDS TRUST may cancel this Order, in whole or in part, at any time by written notice to Vendor, including without limitation in any of the following circumstances: (a) Vendor failure to deliver the Goods as specified herein; (b) in NORTHERN RANGELANDS TRUST's good faith judgment, Vendor failed to perform, or jeopardized performance of, this Order in compliance with its terms, and did not cure such failure within ten (10) days after notice from NORTHERN RANGELANDS TRUST; (c) Vendor becomes insolvent or makes an assignment for the benefit of its creditors, or has bankruptcy, reorganization, readjustment of debt or insolvency proceedings instituted against it under law of any jurisdiction. On receipt of such notice, Vendor shall discontinue all work, cancel any sub-orders and terminate any subcontracts relating to this Order. Upon such termination, full and complete settlement of all Vendor's claims shall be made as follows: a) Vendor shall be paid full compensation for Goods conforming to this Order and materials relating thereto approved by NORTHERN RANGELANDS TRUST, such as work-in-progress, plans, drawings, and specifications, and b) title shall vest in NORTHERN RANGELANDS TRUST for all such Goods and materials for which NORTHERN RANGELANDS TRUST has paid.

- k. CHANGES. NORTHERN RANGELANDS TRUST may at any time make changes or amendments to this Order, but no such change or amendment will be allowed without the written authorization of NORTHERN RANGELANDS TRUST. NORTHERN RANGELANDS TRUST may also make changes in the method of dispatch or packing and place of delivery by means of written communication (or, if accepted by Vendor, verbal communication) prior to dispatch of Goods. If any such change by NORTHERN RANGELANDS TRUST affects the cost or delivery schedules of this Order, an equitable adjustment shall be made, provided Vendor makes a written claim therefore within thirty (30) days from the date of NORTHERN RANGELANDS TRUST's communication of the change.
- NORTHERN RANGELANDS TRUST NAME. The Vendor shall not use the NORTHERN RANGELANDS TRUST name or trademarks publicity or publicly disclose information relating to the Order without NORTHERN RANGELANDS TRUST's prior written consent.
- m. **COMPLIANCE WITH LAWS.** Vendor shall comply with all laws, regulations, and orders applicable to its performance hereunder.
- n. NON EXCLUSION: I, the undersigned, declare on my honor that the company and the members of its Executive Board listed have not found themselves or have not been in any of the following situations: bankrupt or being wound up; been convicted of an offence concerning their professional conduct; been guilty of grave professional misconduct proven by any means which NORTHERN RANGELANDS TRUST can justify; have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the grant beneficiary (NORTHERN RANGELANDS TRUST) or those of the country where the contract is to be performed; have not have been found guilty of fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the institutional donor and/or NORTHERN RANGELANDS TRUST's financial interests; following another procurement procedure or grant award procedure financed by an institutional donor, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

- o. INDEMNIFICATION. Vendor will indemnify and hold harmless NORTHERN RANGELANDS TRUST and its related NORTHERN RANGELANDS TRUST entities from and against any claims, losses, damages, expenses, penalties, causes of action or liabilities arising from: (a) Vendor's breach by of any obligations or warranties hereunder, or violation of trade secrets, patent, trademark or other intellectual property rights, or (b) any other acts or omissions of Vendor, its agents, employees, subcontractors, or guests, relating to this Order. In no event shall NORTHERN RANGELANDS TRUST be liable for Vendor's lost profits or cosequential or incidental damages. Any action by Vendor against NORTHERN RANGELANDS TRUST arising out of or in connection with this Order must be commenced within one (1) year after the cause of action has accrued or such action shall be deemed waived.
- p. **ASSIGNMENT.** Vendor shall not assign this Order or any of its obligations hereunder, without the prior written consent of NORTHERN RANGELANDS TRUST.
- q. **APPLICABLE LAW AND DISPUTES.** This Order, and the application and interpretation of any contract between NORTHERN RANGELANDS TRUST and Vendor arising in connection with this Order, shall be governed exclusively by the laws of K e n y a .
- r. ENTIRE AGREEMENT. This Order, together with its attachments, contains the entire agreement of the parties related to the subject matter hereof, and no other representation, inducements, promises or agreements, oral or otherwise, shall be of any force or effect. This Order may be supplemented, amended or modified only by written agreement of the parties. Each attachment is incorporated by reference herein and forms a part of this Order. If any provision of this Order or its application to any party or circumstances shall be invalid, illegal, or unenforceable to any extent, the remainder of this Order and its application shall not be affected and it shall be enforceable to the fullest extent permitted by law. This paragraph and paragraphs h, i, m, p and r shall survive the completion or termination of this Order.