



**TENDER NO: NMK/T/01/NPI/EMS/2025-2026**

**FRAMEWORK AGREEMENT FOR PROVISION OF EVENT MANAGEMENT SERVICES DURING  
THE 1ST INTERNATIONAL INVESTMENT CONFERENCE AND TRADE FAIR ON INDIGENOUS  
KNOWLEDGE INTELLECTUAL ASSETS 2025 AND RELATED ACTIVITIES**

**RELEASE DATE: TUESDAY 22ND JULY, 2025**

**CLOSING DATE: TUESDAY 05TH AUGUST, 2025**

**TIME: 12:00 NOON (EAST AFRICAN TIME)**

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## SECTION I: INVITATION TO TENDER

1. The National Museums of Kenya (NMK) invites sealed tenders for the provision of event management and related services during the First International Investment Conference and Trade Fair on Kenya's Indigenous Knowledge Intellectual Assets, 2025
2. Tendering will be conducted under National Open Competitive tendering method using a standardized tender document and is open to all eligible and qualified tenderers.
3. Interested tenderers may obtain further information and inspect the Tender Document during office hours between 0900 and 1600 hours in the Office of the Chief Procurement Officer at the National Museums of Kenya along Museum Hill. A complete set of tender documents may be obtained upon payment of a non-refundable fee of KES 1,000.00 in cash or Banker's Cheque and payable at the cash office, Heritage Centre, National Museums of Kenya Head Quarters.
4. Tender document may also be viewed and/or downloaded for free from the organization's website: [www.museums.or.ke](http://www.museums.or.ke). Tenderers who download the tender document must forward their particulars immediately to Email: [procurement@museums.or.ke](mailto:procurement@museums.or.ke) to facilitate any further clarifications or addenda
5. Completed tenders must be returned on or before **05Th August, 2025 at 12:00 Noon (EA Time)**.
6. The tenderers shall use the following addresses:-

### 6.1 Address for obtaining further information and for purchasing tender documents

Office of the Chief Procurement Officer,  
National Museums of Kenya, Headquarters on Museum Road,  
P.O Box 40658- 00100 Nairobi.  
Tel: +254-20-8164134, +254-20-8164135, +254 721308485  
Email: [procurement@museums.or.ke](mailto:procurement@museums.or.ke)

### 6.2 Address for submission and opening of tenders.

Director General,  
National Museums of Kenya, Headquarters on Museum Road,  
P.O Box 40658- 00100 Nairobi.  
Tel: +254-20-8164134, +254-20-8164135, +254 721308485  
Email: [dgnmk@museums.or.ke](mailto:dgnmk@museums.or.ke)

Completed tender documents shall be enclosed in plain sealed envelopes, marked with the tender number, addressed to:

Director General,  
National Museums of Kenya, Headquarters on Museum Road,  
P.O Box 40658- 00100 Nairobi.

and deposited in the tender box placed at the entrance of Earth Sciences Building

7. 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.
8. Late tenders and those submitted electronically will NOT be accepted.

## **DIRECTOR GENERAL**

## SECTION II - INSTRUCTIONS TO TENDERERS (ITT)

### 2.0 SUBMISSION OF BIDS

- 2.1 The invitation is open to all eligible and qualified firms/suppliers registered in Kenya who have demonstrated good track record in provision of services in areas of event management or equivalent undertakings.
  - 2.2 The bidder must not introduce special clauses and riders that substantially change the substance of the intended services. Any such riders/special clauses introduced may constitute a reason to reject the bid.
  - 2.3 The bidder shall show intention to place a bid offer for the event management services during the First International Investment Conference and Trade Fair by completing bid forms provided in part II of this tender document and labeled Form T1 – T12.
  - 2.4 It is the responsibility of the tenderers to ensure that they thoroughly go through the information provided to enable them complete the bid document adequately.
  - 2.5 For each bid, the bidder shall submit bid documents in two segments. Segment one will be the technical bid and segment two the financial bid.
  - 2.6 Segment one which is the technical bid shall be submitted in two documents, one which shall be the original document to be clearly marked “Original Technical bid” and the other a replica of the original technical bid to be clearly marked “Copy Technical bid”. The markings should be in capital, bold and prominent letters. The two documents shall be enclosed in an envelope and sealed.
  - 2.7 Segment two which is the financial bid shall be submitted in two documents one which shall be the original document to be clearly marked “Original financial bid” and the other a replica of the original financial bid to be clearly marked “Copy financial bid”. The markings should be in capital, bold and prominent letters. The two documents shall be enclosed in an envelope and sealed. Do not disclose your financial bid in the technical bid.
- Both the Technical bid and Financial bid enclosed in their separate envelopes should be inserted in one outer envelope boldly and clearly marked TENDER NO. NMK/T/01/NPI/EMS/2025-2026
- 2.8 All bids must be completed in indelible ink and be signed by the bidder or a person duly authorized. Any alteration and over writing should be initialed by the person signing the bid document. A bid not duly signed shall be considered non-responsive and shall be disqualified.
  - 2.9 Where the bidder submits unsealed or improperly marked envelopes the bid will be disqualified and NMK will not assume any responsibility for the bids misplacement or mishandling.
  - 2.10 The bidder is responsible for following all the instructions and filling all the forms relevant to the bid appropriately. Any bid not completed in conformity with the tender document shall be disqualified.
  - 2.11 The bidder will bear the cost associated with preparation and submission of the bid and NMK will not be responsible for this cost or any other costs incurred by the bidder regardless of the outcome of the tender process.

### 3.0 LANGUAGE AND CURRENCY

- 3.1 The language of the bid and correspondences shall be in English language. Any printed literature furnished by the bidder may be written in another language provided it is accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the bid, the English language translation shall govern.

3.2 The currency shall be Kenya shillings

#### 4.0 TENDER VALIDITY

- 4.1 The tenders shall remain valid for one hundred and fifty (150) calendar days after date of opening and any tender valid for a shorter period shall be considered non-responsive.
- 4.2 During this period, the Firm shall maintain its original proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 4.3 NMK will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, NMK may request, in writing, all Firms who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 4.4 If the Firm agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the key experts
- 4.5 The Firm has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
- 4.6 If any of the Key Experts become unavailable for the extended validity period, the Firm shall provide a written adequate justification and evidence satisfactory to NMK together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluations core, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 4.7 If the Firm fails to provide a substitute key expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to NMK, such Proposal will be rejected

#### 5.0 MODIFICATION AND WITHDRAWAL OF TENDERS

- 5.1 The bidder may modify or withdraw its tender after the submission provided that written notice of the modification, including substitution or withdrawal of the tenders is received by NMK prior to the deadline prescribed for submission of tenders.
- 5.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of this tender document. 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.
- 5.3 No tender may be modified after the deadline for submission of tenders.
- 5.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity.

#### 6.0 AMENDMENTS AND REQUESTS FOR CLARIFICATIONS

- 6.1 At any time prior to the deadline for submission of tenders NMK for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the tender document by issuing an addendum.
- 6.2 In order to allow prospective tenderer reasonable time in which to take the amendments into account in preparing their tenders, NMK at its discretion, may extend the deadline for submission of tenders.

6.3 Clarifications may be sought from NMK's Chief Procurement Officer by post and email by the address provided below:

- i) Tel: +254-20-8164134, +254-20-8164135, +254 721308485
- ii) Email address: procurement@museums.or.ke
- iii) Letter hand delivered

6.4 A prospective tenderer requiring any clarification of the tender document may notify NMK in writing at the entity's address indicated herein. NMK will respond in writing to any request for clarification of the tender documents, which it receives not later than three (3) days prior to the deadline for the submission of tenders. Written copies of NMK's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

6.5 NMK shall reply to any clarifications sought by the tenderer within one (1) day of receiving the request to enable the tenderer to make timely submission of its tender

6.6 After all the tenders have been opened; NMK may seek clarifications on the tender submitted at its discretion. The request for clarifications and the response shall be in writing and no change in the prices or substance of tender shall be sought, offered, or permitted.

#### 7.0 PRELIMINARY EXAMINATION AND RESPONSIVENESS

7.1 Tenders will be examined to determine whether they are complete, accurate, properly signed and are generally in order.

7.2 Minor errors that are not material to the outcome of the tender process may be waived by NMK at its own discretion.

7.3 Prior to the detailed evaluation, NMK will determine the substantial responsiveness of each tender to the tender document. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender document without material deviations. NMK's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

7.4 If a tender is not substantially responsive, it will be rejected by NMK and may not subsequently be made responsive by the bidder by correction of the non-conformity.

#### 8.0 EVALUATION AND COMPARISON OF TENDERS

The method of evaluation shall be Quality and Cost Based Selection Method (QCBS) and using the criteria set below. The total score is calculated by weighting the technical and financial scores and adding them as per the formula shown in ITT 8.5 below. The Firm who achieves the highest combined technical and financial score will be notified and invited for negotiations.

Tenders shall be evaluated in four (4) stages as follows:-

- 8.1 Preliminary Examination and Responsiveness (Refer to 7.0 above)
- 8.2 Mandatory requirements
- 8.3 Technical Evaluation
- 8.4 Financial evaluation

8.1. Preliminary Examination and Responsiveness (Refer to 7.0 above)

8.2 Mandatory Requirements

Failure to meet any one of the mandatory requirements shall be basis for disqualification. It is therefore imperative that the bidder carefully ensures that tenders submitted meet all the mandatory requirements.

#### 8.2.1 Mandatory Requirements to be met by the tenderer

The mandatory requirements are as detailed in the table below: -

NO	MANDATORY REQUIREMENTS *(All copies attached must be certified by a Commissioner of Oaths as true copies of the original)*	SCORE
MR 1	Copy of Certificate of Incorporation/Registration or partnership deed to show that the members of consortium/JV are duly registered entity/company and legally constituted to do business	Yes/No
MR 2	Current CR12 Certificate from the Registrar of Companies of not more than six (6) months with copies of National Identification documents or Passport for owners/directors of the company or  Name of proprietor for sole proprietor and name of partners for partnerships	Yes/No
MR 3	<b>Either</b> Audited account for at least 3 years (2022, 2023 and 2024) <b>Or</b> evidence demonstrating a minimum line of credit from a financial institution of Kshs. 5,000,000.00	Yes/No
MR 4	Copy of Valid Tax Compliance Certificate from Kenya Revenue Authority (KRA)	Yes/No
MR5	A copy of valid business permit issued by the respective County Government for the year 2025	Yes/No
MR6	An original tender Security for <b>Kshs. Five hundred thousand (500,000.00)</b> only. The original tender security <b>MUST be enclosed with the Technical bid</b>	Yes/No
MR7	Bidders must submit one original and copy (a replica of the original) for the Proposal properly bound together i.e. Must be TAPE BOUND	Yes/No
MR 8	Must Submit Authorization Letter/ Power of Attorney for the person appointed to sign the tender on behalf of the tenderer signed by director(s) appearing in CR12/13.  In case of a JV, a Joint Venture Agreement signed by all the parties and shall designate the lead person appointed to sign the tender on behalf of all the parties	Yes/No
MR 9	Must submit a duly filled and stamped certificate of independent tender determination in the Format provided	Yes/No
MR 10	Must submit a declaration stating that the firm has NOT been debarred by Public Procurement Regulatory Authority (PPRA) – SD1	Yes/No
MR 11	Tenderer eligibility- dully filled and signed confidential business questionnaire	Yes/No
MR 12	Must submit a declaration statement that the firm will not be involved in corrupt or fraudulent practices – SD2	Yes/No

MR 13	Must submit a duly Filled, signed and Stamped declaration and commitment to the code of ethics SD3	Yes/No
MR 14	Self-declaration that the firm is not insolvent, in receivership, bankrupt or in the process of being wound up as guided by SD4	Yes/No

NB: A tender must meet ALL the mandatory requirements to qualify for technical evaluation.

### 8.3 Technical Evaluation (Capacity to deliver the event management services) -80%

The tenderer will be evaluated to determine their technical and financial strengths. The guiding criteria are as depicted below:-

Parameter	Requirement	Marks
TEC 1	<p>Specific technical experience relevant to the assignment</p> <p>i. Firm to provide copies of at least four (4) similar event management undertakings in the form of contract, purchase order, service order, and performance certificate or evidence of similar assignments carried out by the firm in the last 5 years. The clients must be equal to NMK or higher (Each assignment is 3 points)</p> <p>ii. At least three (3) verifiable recommendation letters for the assignments in (i) above - (Each is 2 points)</p> <p>iii. Experience in:</p> <p>a. Presidential and VVIP events organized by National, County or Government Agency events (5 marks)</p> <p>b. International events, symposiums, meeting and conferences, Stakeholder forums, meetings and conferences, Consumer Forums, Pre-bidders conferences or similar events (4 Marks)</p> <p>c. Exhibitions (3 Marks)</p>	30
TEC 2	<p>Average value of contracts/LPO for similar undertakings in the past five (5) years</p> <p>I. Over 200 Million = 15 Points</p> <p>II. Over 100 million and below 200million = 10 points</p> <p>III. Over 50 million and below 100 million =5 points</p> <p>IV. Over 20 million and below 50 million =2 points</p> <p>V. Below 20 million = 1 point</p>	15
TEC 3	<p>Understanding of the work to be undertaken and responding to the Terms of Reference (TORs)</p> <p>i. Master Plan of the organization of the events and mobilization of the required resources as detailed in the TOR (10 marks)</p> <p>ii. Proposed theme for the event and demonstration of the execution (5 marks)</p> <p>iii. Firm's additional suggestions and proposals on the TOR (5 Points)</p> <p>iv. Proposed budget for the events (3 marks)</p> <p>Notes to the firm: NMK will assess whether the proposed master plan is clear,</p>	23



Parameter	Requirement	Marks
	responds to the TORs and that proposal is realistic and implementable	
TEC 4	<p>Demonstration of strategic partnership (s) with other contractors/ suppliers or the possession of equipment required in the following key categories: – 12 marks</p> <p>i.) Venue items- Staging, sound systems, Generator, Sound and Lighting, indoor and outdoor screens etc;</p> <p>ii.) Event furniture and Décor - Decor services, Chairs, Tables, linen, Tents (Dome/Alluhal) and Mobile toilets, lounge furniture etc;</p> <p>iii.) Audio visual equipment- Audio equipment (e.g. Microphones, Table mics, Wireless mics, speakers e.t.c) Visual Equipment (Both indoor and outdoor, LED, screens e.t.c);</p> <p>iv.) Virtual and Online meeting resources and related items - Provision of reliable internet and Wi-Fi services at event venues, Provision of Cloud services, Live streaming of events through social media, broadcast Licensed virtual meeting applications (Google meet, cisco webex, zoom, Teams etc)-Evidenced by an LPO /contract;</p> <p>v.) Entertainment- Band, dancers, DJ, skaters and choreographers, MCs to perform virtually;</p> <p>vi.) Catering- Hotels and outdoor Catering services can be evidenced by an LPO/contract;</p> <p>vii.) Event Footage- Photography and videography services</p> <p>Cumulative average value of LPO/Contracts/ownership of:-</p> <p>a. Above 50million- (12marks)</p> <p>b. Above 30million and below 50million (8marks)</p> <p>c. Above 10 million and below 30million (5 marks)</p> <p>d. Above 5 million and Below 10 million (2 marks)</p> <p>e. Below 5million (1 mark)</p>	12
TEC 5	<p>Key experts' qualifications and competence for the assignment:</p> <p>A. The team Leader must have: -</p> <p>i. A Bachelor's Degree or its equivalent in relevant field as per the assignment under consideration: Finance, Project Management, Communication, event management, Humanities and Social Sciences or any other relevant discipline. Attach certified Certificates =2marks</p> <p>ii. At least 5 years of experience in event management services and strategies in senior managerial level. – (3 Points, prorated)</p> <p>B. Other Staff Professional Qualifications: Attach CVs detailing their qualifications and functions in the organization</p> <p>i. Program coordinator - Must possess at least 5 years professional experience with a Degree in Marketing, Events management, Creative etc stating previous events they have personally been involved in especially in organizing Conferences,</p>	15

Parameter	Requirement	Marks
	<p>exhibitions, activations and other similar events. The information should indicate: Name of the client, location and description of event and value of the contract (<b>Max Score: 2 Marks</b>)</p> <p>ii. Equipment/ audio visual coordinator: Must possess at least 3 years professional experience in the set up and management of indoor and outdoor audio visual equipment in large events especially Conferences, road shows, exhibitions and similar events. The information should indicate: Name of the client, location and description of event and value of the contract (<b>Max Score: 2 Marks</b>)</p> <p>iii. Hospitality coordinator: Must possess at least 3 years professional experience coordinating the management of banqueting and events management, food and beverage service supervision, hospitality management having been personally involved in corporate launches, meetings, forums, workshops, other similar events. The information should indicate: Name of the client, location and description of event and value of the contract (<b>Max Score: 2 Marks</b>)</p> <p>iv. Exhibition co –coordinator: Must possess at least 3 years professional experience in exhibition management, stating previous events they have personally been involved and responsible for venue selection, scouting and management of all other venue auxiliary services. The information should indicate: Name of the client, location and description of exhibition event and value of the contract (<b>Max Score: 2 Marks</b>)</p> <p>v.IT Team leader: Must possess at least a degree/diploma qualification in Information Technology/ Information Systems and related field. Must have at least 3years professional experience in execution of online/virtual events. Submission must state previous events they have personally been involved in especially in organizing online/virtual conferences and events and other similar events leveraging use of technology. The information should indicate: Name of the client, location and description of event and value of the contract (<b>Max Score: 2 Marks</b>)</p>	
TEC 6	<p>Financial capacity: The Bidder must demonstrate financial capability to undertake at least two (2) concurrent events at any given time. The bidder MUST provide either</p> <p>a) Audited account for at least 3 years (2022, 2023 and 2024) with average annual turnover of Kshs. 50,000,000 (5marks) OR</p> <p>b) Give evidence demonstrating a minimum line of credit from a financial institution of Kshs. 5,000,000.00 (5marks)</p>	5
TOTAL		100%

NB:

- i. Only tenders that attain a score equal to or above 75% of the marks applicable in the technical evaluation stage shall proceed to the financial evaluation stage. Firms that are unsuccessful shall have their financial bids returned unopened.
- ii. The technical bid will have a weighting score of 80% of the overall scoring in the evaluation of the bids.

#### 8.4 Financial Evaluation (20%)

8.4.1 Bidders whose technical proposals will have met technical evaluation criterion described above shall be invited for the opening of the financial proposals. The other financial proposals shall be returned unopened. Any effort by a bidder to influence the evaluation or contract award decisions shall result in the rejection of the bidder's proposal.

8.4.2 The Financial Proposals shall be opened publicly in the presence of only the technically responsive bidder's representatives who choose to attend. The name of the bidding firm, the technical Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. NMK shall prepare minutes of the public opening.

8.4.3 The financial proposal will include but not limited to:

- i. A breakdown of professional fees, reimbursable costs (if any), and applicable taxes;
- ii. A percentage of commission on the total cost of services handled;
- iii. Any charges related to the services

8.4.4 The financial proposals will be ranked according to the most economically advantageous bid and shall have a weighting score of 20%.

a) The financial scores (Sf) of the other bids (F) shall be computed as follows:

$$Sf = 20 F_m / F$$

Where  $F_m$  is the lowest bid and  $F$  is the financial bid of the tenderer.

## 8.5 Recommendation of award

The bidder with the highest combined score of technical score (St) and financial score (Sf) i.e Total score  $S = St + Sf$ , shall be recommended for the negotiation of the contract.

## 9.0 ABNORMALLY LOW PRICES

9.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the proposal, appears unreasonably low to the extent that the price raises material concerns with NMK as to the capability of the Consulting firm to perform the Contract for the offered price.

9.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, NMK shall seek written clarification from the firm, including a detailed price analysis of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the RFP document.

9.3 After evaluation of the price analysis, if there is determination that the firm has failed to demonstrate its capability to perform the contract for the offered price, NMK shall reject the firm's proposal.

## 10. ABNORMALLY HIGH PRICES

10.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the proposal, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Consultants is compromised.

10.2 In case of an abnormally high tender price, NMK shall make a survey of the market prices, check if the estimated cost of the contract is correct, and review the RFP to check if the specifications, TOR,

scope of work and conditions of contract are contributory to the abnormally high proposals. NMK may also seek written clarification from the Consultants on the reason or the high proposal price. NMK shall therefore proceed as follows:

- i) If the proposal price is abnormally high based on wrong estimated cost of the contract, NMK may accept or not accept the proposal depending on its budget considerations.
- ii) If specifications, TOR, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, NMK shall reject all proposals and may re-invite for proposals for the contract based on revised estimates, specifications, TOR, scope of work and conditions of contract.

10.3 If NMK determines that the proposal price is abnormally too high because genuine competition between Consultants is compromised (often due to collusion, corruption or other manipulations), it shall reject all proposals and institute or cause investigative Government agencies to institute an investigation on the cause of the compromise, before re-inviting for proposals.

## 11.0 NEGOTIATIONS

11.1 The negotiations will be conducted with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

11.2 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and NMK proceeding to negotiate the Contract with the next-ranked Consultant

11.3 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

11.4 The technical negotiations shall include discussions of the Terms of Reference (TORs), the proposed methodology, the NMK's inputs, the special conditions of the contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected

11.5 The financial negotiations shall include the clarification of the Consultant's tax reflection in the Contract, percentage of commission on the total contract sum and any other charges of the service. All applicable taxes shall be itemized separately and included in the contract price.

11.6 The evaluation committee shall prepare minutes of negotiations that are signed by the members of the evaluation committee and the consultant's authorized representative.

11.7 If the negotiations fail, NMK shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Entity shall terminate the negotiations informing the Consultant of the reasons for doing so. NMK will invite the next-ranked Consultant to negotiate for the contract. Once NMK commences negotiations with the next-ranked Consultant, it shall not reopen the earlier negotiations.

## 12.0 CORRUPTION OR FRAUDULENT PRACTICES

NMK requires that all tenderer observe the highest standards of ethics during the procurement process, execution of contracts and during the period the contract is in force. NMK will not enter into a contract with a bidder who has engaged in corrupt or fraudulent practices during the tendering process.

## 13.0 SUB-CONTRACTING

The Consultant may sub-contract part of the event management services. However, this must be with reasonable justification and written approval by NMK.

#### 14.0 TENDER SECURITY

14.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration dully filled and signed by Authorized person or a Tender Security in original form.

14.2 The bid document must be accompanied by a tender security equal to Kshs Five hundred thousand (500,000.00) and valid for 30 days beyond the tender validity period.

14.3 A Tender-Securing Declaration shall use the form included in Section V, Sample Forms.

14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of:-

- a) Cash;
- b) A bank guarantee;
- c) Such insurance guarantee from insurance firms approved by the Public Procurement Regulatory Authority (PPRA);
- d) A guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya; and
- e) Letter of credit

14.5 Any tender not accompanied by a tender security shall be deemed non-responsive.

14.6 Unsuccessful tenderer' tender security shall be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity. NMK shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, the tenders were determined to be non-responsive or a bidder declines to extend tender validity period.

14.7 The successful tenderer' tender security will be discharged upon the tenderer signing the contract and furnishing the performance security.

14.8 If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable.

14.9 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
- b) if the successful Tenderer fails to: i) sign the Contract in accordance with the award letter ; or ii) furnish a Performance Security and if required in the TDS, and any other documents required in the TDS.

14.10 Where tender securing declaration is executed, NMK shall recommend to the PPRA that it debars the Tenderer from participating in public procurement as provided in the law.

14.11 The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the tender. If the JV has not been legally constituted into a legally enforceable JV at the time of tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred.

14.12 A tenderer shall not issue a tender security to guarantee itself.

#### 15.0 STAND STILL PERIOD

The Standstill Period shall be the number of days stated in the Data Sheet. The Standstill Period commences

the day after the date the Procuring Entity has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. The Contract shall not be signed earlier than the expiry of the Standstill Period. This period shall be allowed for aggrieved Consultants to lodge an appeal. The procedure for appeal and the authority to determine the appeal or complaint is as indicated in the Data Sheet

#### 16.0 NATIONAL MUSEUMS OF KENYA'S RIGHTS

NMK, as the buyer, reserves the right to accept or reject the lowest or any bid without having to assign reason for its actions or at its sole discretion annul the whole tender process and reject all the tenders at any time prior to award without thereby incurring any liability to the concerned tenderer or having any obligation to inform them of the grounds of NMK's actions.

### **TECHNICAL BID**

(To be enclosed in a separate envelop from the financial bid)

### SECTION III: STANDARD FORMS

#### FORM T 1: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the

*[Name of Procuring Entity]* for: \_\_\_\_\_

\_\_\_\_\_ *[Name and number of tender]* in response to the request for tenders made by: *[Name of Tenderer]* do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ *[Name of*

*Tenderer]* that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) Has been requested to submit a Tender in response to this request for tenders;
  - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
  - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs(5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a tender; or
  - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name ..... Title ..... Date .....

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

Form T2: CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

a) Tenderer's details

	ITEM	DESCRIPTION
1.	Name of the Procuring Entity	
2.	Reference Number of the Tender	
3.	Date and Time of Tender Opening	
4.	Name of the Tenderer	
5.	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6.	Current Trade License Registration Number and Expiring date	
7	Name, country and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of Registering Body/Agency	
8.	Description of Nature of Business	
9.	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of state which stock exchange	

General and Specific Details

Sole Proprietor, provide the following details.

Name in full..... Age .....

Nationality\_Country of Origin ..... Citizenship .....

Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				



2				
3				

Registered Company, provide the following details.

Private or public Company .....

State the nominal and issued capital of the Company .....

Nominal Kenya Shillings (Equivalent) .....

Issued Kenya Shillings (Equivalent) .....

Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				

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

Are there any person/persons in..... (*Name of Procuring Entity*) who has/have an interest or relationship in this firm? Yes/No..... If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Tenderer	Relationship
1.				
2.				
3.				

FORM T.3 CONFLICT OF INTEREST DISCLOSURE

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name.....

Title or Designation.....

Signature .....

Date .....



T4: SELF-DECLARATION

FORM SD1: SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015

I, ....., of Post Office Box ..... being a resident  
of..... in the Republic of ..... do hereby make a statement as  
follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director /Principal Officer/Director  
of ..... (*insert name of the Company*) who is a Bidder in respect of  
Tender No. .... for.....(*insert tender title/description*)  
for  
..... (*insert name of the Procuring entity*) and duly authorized and  
competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from  
participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

(Title) ..... (Signature) ..... (Date) .....

Bidder Official Stamp

FORM SD2: SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I.....of P.O. Box.....being a resident of .....  
..... in the Republic of ..... do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... *(insert name of the Company)* who is a Bidder in respect of Tender No..... for .....*(insert tender title/description)* for .....*(insert name of the Procuring entity)* and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... *(insert name of the Procuring entity)* which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... *(name of the procuring entity)*
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

.....  
(Title) (Signature) Date)

Bidder's Official Stamp

FORM SD3: DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I, ..... (person)  
on behalf of (*Name of the Business/ Company/Firm*) .....

declare that I have read and fully understood the contents of the Public Procurement & Assets Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized  
signatory.....

Sign.....

Position.....

Office address.....

Telephone .....

Email.....

Name of the Firm/Company .....

Date .....

(Company Seal/ Rubber Stamp where applicable)

Witness Name .....

Sign.....

Date .....

FORM SD4: DECLARATION THAT THE CONSULTANT IS NOT INSOLVENT, IN RECEIVERSHIP,  
BANKRUPT OR IN THE PROCESS OF BEING WOUND UP

We (*insert the name of the company / supplier*) -----declares and guarantees that  
the person or the company bidding is not insolvent, in receivership, bankrupt or in the process of being  
wound up

Name .....Signature.....Date .....

## T5: TECHNICAL FORMS

These forms are designed as a guide to the bidder in preparing a comprehensive bid and are not to be filled. The bidders can take a different approach but give the required information. The forms include:-

- a. TEC 1: Comments and Suggestions
- b. TEC 2: Description of Approach, Master Plan of organization of the events and mobilization of the required resources
- c. TEC 3: Work Schedule and Planning for Deliverables
- d. TEC 4: Curriculum vitae of Key Personnel
- e. TEC 5: Mandatory Supporting Documents



## FORM TEC-1: COMMENTS AND SUGGESTIONS

Form TECH-3: The Consultant to provide comments and suggestions on the Terms of Reference, counterpart staff and facilities to be provided by NMK that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by NMK, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Include comments on counterpart staff and facilities to be provided by NMK. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

## FORM TEC 2: DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN (Mandatory)

Form TECH-2: a description of the approach, Master Plan of the organization of the events and mobilization of the required resources as detailed in the TOR, including a detailed description of the proposed methodology;-

{The structure of your Technical Proposal:

- a) Master Plan of the organization of the events and mobilization of the required resources as detailed in the TOR;
- b) Proposed theme for the event and demonstration of the execution;
- c) Firm's additional suggestions and proposals on the TOR;
- c) Organization and Staffing

- i) Technical Approach and Master Plan of the organization of the events

{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output.

Please do not repeat/copy the TORs here.}

- ii) Work Plan/ Proposed theme for the event and demonstration of the execution;

{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of their parts. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

- iii) Organization and Staffing.

{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

- iv) Any other relevant information

### FORM TEC 3: WORK SCHEDULE AND PLANNING FOR DELIVERABLE

No	Description of Deliverable	Month							
		1	2	3	4	5	6	etc	Total
1.	For example, Delegate Management etc								
2.									
3.									

- i. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as NMK's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- ii. Duration of activities shall be indicated in a form of a bar chart.
- iii. Include a notes/legend, if necessary, to help read the chart.

FORM TEC 4: CURRICULUM VITAE (CV)

*(The Consultant shall attach with this form certified copies of all the required support documentary evidence as required in the RFP, especially the mandatory and eligibility criteria)*

Position and Title:	
Name of Expert:	
Date of Birth:	
Country of Citizenship	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Period	Employing organization and your title/position. Contact Information for references	Country	Summary of activities performed relevant to the Assignment

Language Skills (indicate only languages in which you can work): \_\_\_\_\_

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks

Expert's contact information :(e-mail..... phone..... Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Entity, and/or sanctions by the PPRA.

Name of Expert .....Signature ..... Date.....  
{day / month/year}

Name of authorized .....Signature..... Date.....

Representative of the Consultant (the same who signs the Proposal)

FORM TEC 5: MANDATORY SUPPORTING DOCUMENTS

(Please refer to the Mandatory Requirements Clause 8.2 of this tender document)

#### SECTION IV: TENDER DATA SHEET (TDS)

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

Reference to ITT	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
A. General Provision	
Sec I(8)	Electronic procurement system shall not be used for submission and evaluation of tenders  Except for obtaining/downloading of RFP document, seeking clarifications and Addenda, where email and website will apply
Sec I(1), Sec II (8.1)	The Procuring Entity is: National Museums of Kenya  The consultant selection method is: Quality and Cost Based Selection Method (QCBS) [ Yes]
Sec II (2.6)	Financial Proposal to be submitted together with Technical Proposal in separate envelopes: Yes ____
Sec II (1)	The name of the assignment is: Event management services during the First International Investment Conference and Trade Fair
Sec II (1)	Open to all eligible bidders
B. Preparation of the Proposals	
Sec II (2.6)	The Proposal shall comprise the following: 1st Inner Envelope with the Technical Proposal and 2 <sup>nd</sup> inner Envelop with the Financial bid  Power of Attorney to sign the Proposals
Sec II (4.0)	Proposals must remain valid for [150] days after the proposal submission deadline
Sec II (6.4)	Clarifications may be requested not later than [3] days prior to the submission deadline.  The contact information for requesting clarifications is: E-mail: <b>procurement@museums.or.ke</b>
14.0	Taxes shall be charged in accordance with Kenyan Law
Sec II (3.0)	The Financial Proposal shall be stated in the following currencies: Kenya Shillings or in one fully convertible currency.  The Financial Proposal should state local costs in Kenya Shillings: Yes
C. Submission, Opening and Evaluation	

Sec II (2.6)	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and 1 copy.</p> <p>(b) Financial Proposal: one (1) original and 1 copy</p>
Sec I (6.0)	<p>The Proposals must be submitted not later than:</p> <p>Date: 05Th August, 2025 Time: 12.00 Noon East African Time</p> <p>The Proposal submission address is:</p> <p style="padding-left: 40px;">Director General, National Museums of Kenya, Headquarters on Museum Hill, P.O Box 40658- 00100 Nairobi. Tel: +254-20-8164134, +254-20-8164135, +254 721308485 Email: dgnmk@museums.or.ke</p> <p style="padding-left: 40px;">in the tender box provided at the entrance of Earth Sciences Building</p>
Sec II (8.0)	<p>Evaluation of bids: Preliminary, Mandatory and technical evaluations with highest combined score in technical and financial bids invited for negotiations and recommendation of award</p> <p>The minimum technical score (St) required to pass is 75%</p>
Sec II (11.0)	<p>If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized using the itemized list and included in the Contract amount as a separate line, also indicating which taxes shall be paid by the Firm and which taxes are withheld and paid by the Procuring Entity on behalf of the Firm.</p>
Sec II (14.1, 14.2)	<p>Tender Security</p> <p>(A) Amount required shall be Kenya Shillings Five hundred thousand (500,000.00) only</p> <p>(B) The original tender security to be enclosed with the Technical bid</p>
Sec II(15.0)	<p>The Standstill Period shall be: 14 days</p> <p>The procedures for making a procurement related complaint are detailed in the Public Procurement and Asset Disposal Act and Regulations. If a Firm wishes to make a procurement related complaint or appeal, the Firm shall submit its complaint to the Public Procurement Administrative Review Board.</p>
Sec II (11.0)	<p>Negotiations and award: Yes</p>

## **SECTION V: TERMS OF REFERENCE**

### **TERMS OF REFERENCE (TOR) FOR EVENT MANAGEMENT SERVICES DURING THE FIRST INTERNATIONAL INVESTMENT CONFERENCE & TRADE FAIR ON KENYA'S INDIGENOUS KNOWLEDGE INTELLECTUAL ASSETS, 2025**

#### **1.0 BACKGROUND**

The National Museums of Kenya (NMK) is a state corporation with a mandate to collect, preserve, study and present Kenya's cultural and natural heritage. NMK serves as a custodian of the country's diverse histories, traditions and knowledge systems—particularly those rooted in indigenous communities. It also implements the Natural Products Industry (NPI) Programme, a Vision 2030 flagship project which showcases Kenya's journey on access and benefit sharing arising from sustainable utilization of indigenous knowledge and genetic resources.

As the host of the 1st International Investment Conference and Trade Fair on Indigenous Knowledge Intellectual Assets 2025, NMK underscores the critical importance of indigenous knowledge in shaping sustainable development, cultural identity and innovation. The institution plays a leading role in documenting and safeguarding traditional knowledge while promoting its integration into national and global development frameworks.

This conference reflects the NMK's commitment to fostering strategic partnerships that recognize the value of indigenous knowledge, attract international investors and enthusiasts, and support policy frameworks that protect and elevate traditional knowledge. By bringing together indigenous knowledge holders, researchers, investors, development partners, and policymakers, NMK seeks to catalyze a more inclusive and resilient innovation ecosystem grounded in indigenous heritage. The conference also highlights the critical role of county governments in supporting communities through the identification, development and promotion of indigenous knowledge assets, while facilitating resource mobilization, capacity-building and integration of traditional knowledge into local development plans.

#### **2.0 OBJECTIVES**

The 1st International Investment Conference and Trade Fair on Indigenous Knowledge Intellectual Assets 2025 aims to create a collaborative platform that brings together indigenous knowledge holders, researchers, investors, development partners and policymakers to recognize, protect and invest in indigenous knowledge systems, products and services. The conference seeks to position indigenous knowledge as a vital contributor to sustainable development, innovation and cultural preservation, while unlocking pathways for its integration into national and global economic frameworks.

The conference aims:

1. To showcase the value and diversity of indigenous knowledge systems and their contribution to innovation, environmental sustainability, health, agriculture and community resilience.
2. To explore investment opportunities and financing models that support the documentation, protection, and commercialization of indigenous knowledge, while ensuring fair and ethical benefit-sharing with communities.
3. To strengthen partnerships between communities, research institutions, the private sector and government agencies for the co-creation and scaling of indigenous knowledge-based innovations.
4. To promote the development of legal and policy frameworks that safeguard indigenous intellectual property rights and support the sustainable utilization of traditional knowledge.
5. To facilitate cross-cultural dialogue and knowledge exchange among local and international stakeholders, fostering mutual respect, capacity-building and long-term collaboration in indigenous knowledge systems.



### **3.0 ATTENDANCE**

The 1st International Investment Conference and Trade Fair on Indigenous Knowledge Intellectual Assets 2025 is designed to engage and attract a diverse audience, bringing together a dynamic mix of participants from various sectors. These include local and international businesses, investors and venture capitalists seeking opportunities to connect with Indigenous-driven innovations; government agencies and policymakers interested in informed, inclusive policy development; and academia and researchers dedicated to the exchange and co-creation of knowledge.

The conference will highlight the contributions of Indigenous communities and innovators, offering a platform for showcasing traditional knowledge systems and practices. Additionally, it welcomes filmmakers, content creators and media professionals aiming to amplify Indigenous voices, as well as members of the general public and culture enthusiasts who are passionate about exploring and celebrating Indigenous heritage and cultural diversity.

### **4.0 EVENT DELIVERY**

NMK is responsible for the overall strategy, organisation and planning of the 1st International Investment Conference and Trade Fair on Indigenous Knowledge Intellectual Assets 2025. NMK will engage a professional events management company to coordinate logistics, procure equipment and secure necessary supplies for the conference. NMK remains accountable for the overall event coordination and will closely oversee the event management team through a project secretariat.

The Secretariat will meet with the procured events company and review key planning aspects such as the conference venue, meeting sites, accommodation, protocol, transport, hospitality, security, accreditation, printing, publications and media/publicity efforts. The Secretariat will arrive at the selected event venue one week prior to the conference to conduct a final site inspection and assist in finalizing all event arrangements.

### **5.0 EVENT MANAGEMENT**

The 1st International Investment Conference and Trade Fair on Indigenous Knowledge Intellectual Assets 2025 will take place from 19th to 21st November 2025. Day 1 will feature the official opening ceremony, Day 2 will be high-profile with a Keynote Address, parallel breakout sessions and exhibitions and Day 3 will continue with exhibitions, business deal-matching sessions and organized excursions. Further details will be found at the conference website.

The National Museums of Kenya seeks to procure the services of an Event Management Company which will oversee the delivery of the conference. Bidders must ensure that they are satisfied with the correct interpretation of terminology used in this document, and that they are fully conversant with the nature and extent of the obligations herewith.

#### **5.1 SCOPE OF SERVICES**

Working closely with Conference Secretariat team from National Museums of Kenya, the successful service provider will: -

- i. Manage all logistical arrangements related to hosting a successful event;
- ii. Update the Secretariat team on preparation progress during planning meetings;
- iii. Manage delegates, venue, communication, media and logistics;

##### **5.1.1 PREPARATION**

- i. Support programme/agenda setting and forecast management of overall event.
- ii. Identify and liaise with potential sponsors.
- iii. Work with the Conference Secretariat team to develop and implement an integrated event script for both conferences.
- iv. Identify and negotiate terms and conditions with suitable service providers.
- v. Engage speakers, briefings, speaker concept note preparation, coordinate collection of speaker profiles, biographies and papers.
- vi. Ensure the conference is within budget and on time.

#### *5.1.2 PROTOCOL*

- i. Within Kenya national protocol provision, ensure that arrangements are in place for speedy immigration, customs, and baggage processing for foreign delegates.
- ii. Liaise with The Secretariat on the structured method of delivering certain aspects of the conference in line with a set of traditions and protocols that facilitate the values of the National Museums of Kenya, ensuring all countries are treated equally.
- iii. Select a system that is secure and protects the information of high-level meeting delegates.
- iv. Ensure that access to the conference is controlled by security officers with security scanners and that delegates and participants go through security and bag scanning.
- v. Ensure that drivers used for official transport have security clearance.
- vi. Follow Kenya protocol for conference arrangements such as guest seating, stage set up, flag and name protocol, Head of State photograph protocol and proceedings.
- vii. Develop specific protocols for the management of delegation requests and the handling of emergencies.

#### *5.1.3 DELEGATE MANAGEMENT*

- i. Manage registration and accreditation processes for all delegates and participants via dedicated website and eventify mobile application
- ii. Ensure accreditation passes are colour coded according to participant designation.
- iii. Ensure swift issuance of accreditation passes, delegate bags and information packs.
- iv. Develop and manage a comprehensive database of participants such as speakers, participants, NMK staff, VIPs and VVIPs, sponsors, exhibitors, media, event team, ushers, volunteers, suppliers, drivers and security and protocol staff.
- v. Identify and secure accommodation for self-paying participants at alternate hotels and manage travel bookings and reservations for speakers and high-level guests.
- vi. Prepare and disseminate Administrative Note with relevant details to all participants.
- vii. Collate visa information and advise participants, as needed.
- viii. Protocol and security arrangements for VIPs and VVIPs, including arrival and departure.
- ix. Facilitate welcome desks to receive delegates at the airport, hotels and venue.
- x. Coordinate airport transfers and transfers from hotels to the conference venue.
- xi. Ensure confidentiality of delegates' data according to international data protection best practice

#### *5.1.4 VENUE MANAGEMENT*

- i. Ensure complete conference branding (banners with conference logo and theme, sponsor branding).
- ii. Ensure sufficient and clear directional signage to the meeting and media areas, and that disability access toilet, parking facilities and restricted areas are visible.
- iii. Ensure all meeting areas (for plenary, break-out sessions, and media) are arranged and ready as per schedule.
- iv. Ensure all required audio-visual equipment is available in relevant areas.
- v. Ensure light catering as well as service maintenance are promptly available.
- vi. Prepare private rooms for VIPs' and VVIPs' tea breaks and lunch.

- vii. Make contingency arrangements for wet weather.
- viii. Prepare private deal booths and lounges for potential investors within the exhibition area
- ix. Share venue menus with The Secretariat and NMK for approval.
- x. Provide staff to register delegates and participants and distribute accreditation badges and information packs.
- xi. Arrange exhibition logistics including equipment suppliers, exhibitors, branding.
- xii. Ensure that exhibitors are provided with required exhibition material.
- xiii. Provide on-site staff to assist exhibitors throughout the conference.
- xiv. Arrange a fully functional media centre with Wi-Fi facilities, laptops, and printing facilities, as well as a private media area for VIP and VVIP interviews.
- xv. Ensure that security officers secure plenary and other VIP and VVIP meeting areas after each session to keep personal items, nameplates, table flags and technical equipment that may remain in these rooms for the duration of the meetings secure.
- xvi. Ensure stable power supply
- xvii. Provision of Waste Management and Cleaning of the Venue and Tents
- xviii. Provision of Sufficient number of Toilets for all participants and exhibitors

#### *5.1.5 COMMUNICATION AND MEDIA RELATIONS*

- i. Prepare a strategy for conference publicity and update the National Museums of Kenya portal.
- ii. Ensure publicity on traditional media (TV stations/ Newspaper) and social media through campaigns developed in collaboration with The Secretariat and NMK's Communications Teams
- iii. Identify and onboard a media partner for the conference
- iv. Liaise with NMK's Communication Team to develop an overall communication plan and key messaging for the conference, including pre, actual and post publicity implementation plan across Kenya media channels.
- v. Prepare and set up a one-stop general information support service/information kiosk for delegates and participants.
- vi. Arrange for daily press briefings capturing daily highlights of the conference.
- vii. Arrange media interviews with spokespersons from The Secretariat and NMK.
- viii. Ensure accreditation of local and international media.
- ix. Coordinate media facilities at the venue, including photography and videography of both the conference and exhibition
- x. Provide Media and Publicity Report
- xi. Prepare Communication Dossier

#### *5.1.5.6 Post Event Media*

- i. Arrange media interviews with spokespersons from The Secretariat and NMK.
- ii. Liaise with The Secretariat and NMK Communications Team for post-event reporting.
- iii. Update the International Investor Conference portal.

#### *5.1.6 LOGISTICAL ARRANGEMENTS*

- i. Ensure that delegate accommodation is within proximity to the event venue to simplify transport, programmatic, logistical and health and safety arrangements.
- ii. Ensure that airport, protocol, and transport co-ordinating units are operating from the same script.
- iii. Ensure that delegates advise where they have made their reservation when they register to guarantee smooth operation of transport and liaison arrangements.
- iv. Ensure that a welcome desk with Liaison Officers is available at airport arrivals to facilitate prompt transport between the airport and hotel(s).
- v. Ensure that transport co-ordinators are prepared to alter arrangements at short notice for late-running meetings and other official functions.
- vi. Devise a plan that accommodates facilitation for drivers' rest and refreshment between transport

assignments; and for rotation of drivers when transport is required over long, continuous periods.

- vii. Ensure that permits or windscreen stickers are affixed to official vehicles for easy identification, access to VIP facilities, and to facilitate traffic control.
- viii. Ensure that hotels have information desks to act as contact points for Liaison Officers and provide information to delegates and participants as well as assistance in dealing with accommodation issues. These should be supplied with support material including, hotel lists; contact details for NMK principals and liaison officers; conference logistics and programme information; transport schedules; and flight details.

#### **5.1.7 HEALTH AND EMERGENCY SERVICES**

- i. Ensure that arrangements are made for medical support services, including nursing or paramedic staff equipped with first aid facilities and a doctor on 24-hour call.
- ii. Provide an ambulance on standby at the conference venue.
- iii. Ensure that access to a hospital with the capacity to provide emergency treatment to non-residents is arranged.
- iv. Ensure that designated hotels have ambulance services available for transport to an appropriate health facility, if required.
- v. During registration, advise delegates on any routine medication to travel with their usual medication in sufficient quantities to cover two weeks of treatment.

#### **5.1.8 FEEDBACK**

- i. Debrief with The Secretariat and NMK teams to assess and evaluate project success and lessons learned for the next Investor Conference.
- ii. Engage in post-event social media.
- iii. Develop a survey to capture structured feedback.
- iv. Conduct an after-action review to build on success and correct shortcomings of the event.

### **6.0 WORK SCHEDULES AND SPECIFICATIONS**

#### **6.1 SITE LOCATION**

The tenderer/bidder will be informed of the event location which may change from time to time to familiarize with the environment or visits to establish the extent of works required to ensure success of the event.

## **FINANCIAL BID**

(To be enclosed in a separate envelop from the Technical bid)

### **SECTION VI: FINANCIAL SECTION**

This section constitutes the financial bid segment and consists of the following forms:-

1. FIN 1: Financial Proposal Submission Form
2. FIN 2: Specification of services and Prices Schedules
3. FIN 3: Summary of Costs

## FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

..... {Location, Date}

To: ..... [Name and address of Procuring Entity]

Dear Sir/Madam,

We, the undersigned, offer to provide the consulting services for..... [Insert title of assignment] in accordance with your Request for Proposal dated..... [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of..... {Indicate the corresponding to the amount currency} {Insert amounts in words and figures}, including of all taxes in accordance with the Data Sheet. The estimated amount of local taxes is..... {Insert currency} {Insert amount in words and figures} OR ....(Any other format the tenderer finds competitive).

{Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the ITC 4.1.

We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address, Amount and Purpose of Commission of Agents, Currency or Gratuity

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Signature..... (Of Firm's authorized representative) {In full and initials}:

Full name: ..... {insert full name of authorized representative} Title: ..... {insert title/ position of authorized representative}

Name of Firm..... (company's name or JV's name): Capacity: ..... {insert the person's capacity to sign for the Firm} Physical Address: ..... {insert the authorized representative's address}

Phone: ..... {insert the authorized representative's phone and fax number, if applicable} Email: ..... {insert the authorized representative's email address}

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

**FIN 2: THE SPECIFICATIONS AND PRICED ACTIVITY SCHEDULES**

**Lot A. Provision of Exhibition setup**

	Date: _____, ITT No: _____, Alternative No: _____						Page No ____ of ____
1	2	3	4		5	6	7
Service No.	Description of Services	UoM	Delivery Date	Duration	Quantity	Unit price	Total Price per Service (Col. 5*6)
No 1	1 Exhibition Booths/Shell Schemes (3by3) Octonorm aluminium structure with a height of 2.5m	No	As and when required	4 Days 3 Day Set-up	100		
No 2	1 x Plug Point – Electrical connection (500w/9sqm)	Lot	As and when required	4 Days 3 Day Set-up	100		
No 3	3 x LED long arm spotlights in each booth	Lot	As and when required	4 Days 3 Day Set-up	300		
No 4	Print Company/Exhibitor names on Fascia Boards (0.24Hx3ML) of each booth for all exhibitors (names to be provided by NMK)	No	As and when required	4 Days 3 Day Set-up	100		
No 5	Top fascia boards (0.6mHx3mL) and print name branding stickers on the fascia. (Event branding design to be provided by NMK)	Lot	As and when required	4 Days 3 Day Set-up	100		
No 6	White plastic round tables (75cmx75cmx75cm)	No	As and when required	4 Days 3 Day Set-up	100		
No 7	Waste paper plastic dust bins (Office size)	No	As and when required	4 Days 3 Day Set-up	100		
No 8	Black Padded Stacker Chair – (2 chairs per booth)	No	As and when required	4 Days 3 Day Set-up	200		

No 9	Wooden lockable Reception Counters (50cmx110cmx97cm)	No	As and when required	4 Days 3 Day Set-up	100		
No 10	Custom-made Booth for NMK 12mX6m with digital interactivity and heritage collection displays	Lot	As and when required	4 Days 3 Day Set-up	2		
No. 11	IKMS Experience Station equipped with interactive touch screens , Virtual Reality and Augmented Reality within the Exhibition Area	Lot	As and when required	4 Days 3 Day Set-up	1		
No. 12	Arrangement of Quiet Investor Deal Rooms and Lounges as appropriate	Lot	As and when required	4 Days 3 Day Set-up	1		
No. 13	Confidence Monitors	No	As and when required	4 Days	2		
No. 14	Presentation Clickers	No	As and when required	4 Days	2		
				Sub-Total Tender Price Kshs.			

Name of Tenderer .....[insert complete name of Tenderer] Signature of Tenderer [signature of person signing the Tender] Date [insert date]



Lot B. Part (I) Provision of arrangement of Plenary Main stage

Date: _____, ITT No: _____, Alternative No: _____ Page N ____ of ____							
1	2	3	4		5	6	7
Service No	Description of Services	UoM	Delivery Date	Duration	Quantity	Unit price	Total Price per Service (Col. 5*6)
No 1	Appropriate layer-trussing for 17m (long) x8m (height)	Lot	As and when required	4 Days 3 Day Set-up	1		
No 2	Branded podium/lectern	No	As and when required	4 Days	1		
No 3	Appropriate LED 4 Eye Stage Lighting	Lot	As and when required	4 Days 3 Day Set-up	1		
No 4	Appropriate LED Stage Lighting 4k Profile Lights	Lot	As and when required	4 Days 3 Day Set-up	1		
No 5	Appropriate Stage Lighting Moving Heads	Lot	As and when required	4 Days 3 Day Set-up	1		
No 6	Appropriate Stage Lighting Parcan Lights	Lot	As and when required	4 Days 3 Day Set-up	1		
No 7	Main Stage Prefabricated set design measuring 17m (Width) by 8m (height) by (6m depth)	Lot	As and when required	4 Days 3 Day Set-up	1		
No 8	Appropriate Drapery (Per Msq)	Lot	As and when required	4 Days 3 Day Set-up	1		
No 9	LED Display Screens (LED panels to create One (1) 12m X 4m Center Screen & Two (2) 6m x 4m side screens	Lot	As and when required	4 Days 3 Day Set-up	1		

No 10	PA System and Sound (1000 pax with 4 cordless mics and eight (6) Gooseneck mics)	Lot	As and when required	4 Days 3 Day Set-up	1		
No 11	Panel Victorian Seats (1 Seater Seats)	No	As and when required	4 Days 3 Day Set-up	6		
No 12	<i>Wooden LED side stools branded with Matt stickers</i>	No	<i>As and when required</i>	4 Days	5		
No 13	VIP Chairs (Chairs with armrests)	No	As and when required	4 Days	15		
No 14	Appropriate Stanchions to partition VIP Section	Lot	As and when required	4 Days	1		
No 15	<i>Potted plants and African Decor as appropriate</i>	Lot	As and when required	4 Days	1		
No 16	<i>Banquet Seats</i>	No	As and when required	4 Days	1,000		
No 16	<i>Banquet Seats Dressings (Event themed colors seat dressings)</i>	Lot	As and when required	4 Days	1,000		
No 17	<i>Hire, supply, delivery and assembly of appropriate raised outdoor stage (per square meter) and risers/steps and ramp</i>	Lot	As and when required	4 Days 3 Day Set-up	1		
No 18	<i>IKMS Commissioning/Launch Set-up, including</i> <ul style="list-style-type: none"> <li>● Introduction Video Demo on IKMS</li> <li>● Confetti</li> <li>● Pyrotechs</li> <li>● Big red button</li> </ul>	Lot	As and when required	1 Day	1		

	<ul style="list-style-type: none"> <li>• Balloons</li> <li>• H.E Interaction with the system on stage- Digital Kiosk-Touch screen</li> <li>• 13 livestream setups for each county with personnel uploading assets</li> </ul>						
No 19	Power Generator Set (3 Phase)	Lot	As and when require	4 Days	1		
					Sub- Total Tender Kshs.		

Name of Tenderer .....[insert complete name of Tenderer] Signature of Tenderer [signature of person signing the Tender]  
Date [insert date]

**Lot B. Part (II) Provision of Arrangement of Breakout Rooms**

	Date: _____, ITT No: _____, Alternative No: _____ Page N ____ of ____						
1	2	3	4		5	6	7
Service No	Description of Services	Uo M	Delivery Date	Duration	Quantity	Unit price	Total Price per Service (Col. 5*6)
No 1	Appropriate layer-trussing for 3m (long) x2m (height)	Lot	As and when required	4 Days 3 Day Set-up	3		
No 2	Branded podium/lectern	No	As and when required	4 Days	3		
No 3	Appropriate LED 4 Eye Stage Lighting	Lot	As and when required	4 Days 3 Day Set-up	3		
No 4	Appropriate LED Stage Lighting 4k Profile Lights	Lot	As and when required	4 Days 3 Day Set-up	3		
No 5	Appropriate Stage Lighting Moving Heads	Lot	As and when required	4 Days 3 Day Set-up	3		
No 6	Appropriate Stage Lighting Parcan Lights	Lot	As and when required	4 Days 3 Day Set-up	3		
No 7	Breakout room Prefabricated set design measuring 3m (Width) by 1 m (height) by (2m depth)	Lot	As and when required	4 Days 3 Day Set-up	3		

No 8	PA System and Sound (100 pax with six (6) cordless mics and One (1) Gooseneck mic	Lot	As and when required	4 Days 3 Day Set-up	3		
No 9	Panel Victorian Seats (1 Seater Seats)	No	As and when required	4 Days 3 Day Set-up	18		
No 10	Wooden LED side stools branded with Matt stickers	No	As and when required	4 Days	15		
No 11	Hire, supply, delivery and assembly of appropriate raised outdoor stage (per square meter) and risers/steps and ramp	Lot	As and when required	4 Days 3 Day Set-up	3		
NO. 12	African/Kenyan Themed Decor and Live Plants as appropriate	Lot	As and when required	4 Days 3 Day Set-up	3		
					<b>Sub- Total Tender Kshs.</b>		

Name of Tenderer .....[insert complete name of Tenderer] Signature of Tenderer [signature of person signing the Tender] Date [insert date]

**Lot C. Provision of arrangement and branding of Entrance and Registration Desk**

	Date: _____, ITT No: _____, Alternative No: _____						Page No ____ of ____
1	2	3	4		5	6	7
Service No	Description of Services	Unit	Delivery Date	Duration	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
No 1	Supply, mounting and branding of Goal Post Octonorm aluminum structure.	Lot	<i>As and when required</i>	4 Days	2		
No 2	Supply and mounting of prefabricated and branded Registration/Screening stations (6No. 100cm x 100cm x )	Lot	<i>As and when required</i>	4 Days	6		
No 3	Wooden lockable Reception Counters (50cmx110cmx97cm)	No	<i>As and when required</i>	4 Days	2		
No 4	Adjustable bucket Bar Stools.	No	<i>As and when required</i>	4 Days	6		
No 5	Power Supply (2-point power supply points for the registration desk setup)	No	<i>As and when required</i>	4 Days	3		
No 6	Cables (Extension cables for use in the registration desk setup)	No	<i>As and when required</i>	4 Days	3		
No 7	LED Lights (Long arm spotlights to light the registration desk setup)	No	<i>As and when required</i>	4 Days	4		

No 8	Appropriate Stanchions	No	<i>As and when required</i>	4 Days	4		
No 9	3D Lettering Signage	Lot	<i>As and when required</i>	4 Days	1		
No 10	Sitewide Directional Signage and Branding	Lot	<i>As and when required</i>	4 Days	1		
No 11	Directional Maps	Lot	<i>As and when required</i>	4 Days	1		
No 12	Telescopic Banners (3.5m)	Lot	<i>As and when required</i>	4 Days	1		
No 13	Photograph Barriers	Lot	<i>As and when required</i>	4 Days	1		
No 14	Single-sided S Banners (2m)	Lot	<i>As and when required</i>	4 Days	1		
No 15	Single-sided rollup banners (1.5m*2m)	Lot	<i>As and when required</i>	4 Days	1		
No 16	Media banner (3m*2.26m)	No	<i>As and when required</i>	4 Days	2		
No 17	Light pole street banner (2M*1M)	Lot	<i>As and when required</i>	4 Days	1		
No 18	Teardrop banners(3.5m)	Lot	<i>As and when</i>	4 Days	1		

			<i>required</i>				
No 19	On site help desks	Lot	<i>As and when required</i>	<i>4 Days</i>	1		
No 20	Communication dossier (A5)	Lot	<i>As and when required</i>	<i>4 Days</i>	1		
No 21	Billboard (12m*10m)	No.	<i>As and when required</i>	<i>3 months</i>	17		
					<b>Sub- Total Tender Kshs.</b>		

Name of Tenderer .....*[insert complete name of Tenderer]* Signature of Tenderer *[signature of person signing the Tender]* Date *[insert date]*



**Lot D. Provision of services arrangement of VIP Lounges/Room**

	Date: _____, ITT No: _____, Alternative No: _____ Page No ____ of ____						
1	2	3	4		5	6	7
Service No	Description of Services	Unit	Delivery Date	Duration	Quantity	Unit price	Total Price per Service (Col. 5*6)
No 1	Dressed Cocktail table	No	<i>As and when required</i>	<i>4 Days</i>	6		
No 2	1 Seater Executive/ VIP Couch	No	<i>As and when required</i>	<i>4 Days</i>	15		
No 3	Executive Glass top side coffee table or its equivalent	No	<i>As and when required</i>	<i>4 Days</i>	3		
No 4	Dried flowers Centrepiece as appropriate	No	<i>As and when required</i>	<i>4 Days</i>	3		
No 6	African/Kenyan Themed Decor as appropriate	No	<i>As and when required</i>	<i>4 Days</i>	3		
No 7	Provision of seat spandex as appropriate	No	<i>As and when required</i>	<i>4 Days</i>	3		
					<b>Sub- Total Tender Kshs.</b>		

Name of Tenderer .....[insert complete name of Tenderer] Signature of Tenderer [signature of person signing the Tender] Date [insert date]


**Lot E. Provision for Hire, supply, delivery, and assembly of tents**

<p><b>Date: _____, ITT No: _____, Alternative Page No ____ of ____</b></p> <p style="text-align: right;"><b>No: _____</b></p>							
1	2	3	4		5	6	7
<b>Service No</b>	<b>Description of Services</b>	<b>Unit</b>	<b>Delivery Date</b>	<b>Duration</b>	<b>Quantity</b>	<b>Unit price</b>	<b>Total Price per Service (Col. 5*6)</b>
No 1	Hire, supply, delivery and mounting of 1000-seater A Frame dome tent with ceiling and opaque side walls and raised cassette floor, and carpet- <b>Plenary</b>	Lot	<i>As and when required</i>	4 Days 3 Day Set-up	1		
No 2	Hire, supply, delivery and mounting of 1000-seater A Frame dome tent with ceiling and opaque side walls, and raised cassette floor, and pro-floor - <b>Exhibition</b>	Lot	<i>As and when required</i>	4 Days 3 Day Set-up	1		
No 3	Hire, supply, delivery and mounting of 1000-seater A Frame dome tent with ceiling and opaque side walls, and raised cassette floor, and carpet - <b>Dining Tent 1</b>	Lot	<i>As and when require</i>	4 Days 3 Day Set-up	1		
No 4	Hire, supply, delivery and mounting of 500-seater A Frame dome tent with ceiling and opaque side walls, and raised cassette floor, and carpet - <b>Breakaway Tents</b>	Lot	<i>As and when require</i>	4 Days 3 Day Set-up	3		
No 5	Hire, supply, delivery and mounting of 200 Seater B-line Tent with ceiling and opaque side walls, and raised cassette floor, and carpet - <b>VVIP</b>	Lot	<i>As and when require</i>	4 Days 3 Day Set-up	1		

No 6	Hire, supply, delivery and mounting of 500 -seater A-Frame Tent with ceiling and opaque side walls, and raised cassette floor, and carpet - <b>VIP</b>	Lot	<i>As and when require</i>	4 Days 3 Day Set-up	2		
No 7	Hire, supply, delivery and mounting of 200 -seater B-line Tent with ceiling and opaque side walls, and raised cassette floor, and carpet. Equipped with furniture, equipment - printers, radio call, screens, mini fridge for 50 team and media - <b>Secretariat and Media Room</b>	Lot	<i>As and when require</i>	4 Days 3 Day Set-up	2		
No 8	Supply and delivery of Appropriate pro-floor	Lot	<i>As and when required</i>	4 Days 3 Day Set-up	1		
No 9	Supply and delivery of appropriate tent chandeliers	Lot	<i>As and when required</i>	4 Days 3 Day Set-up	1		
No 10	Supply and delivery of Appropriate Air Conditioners	Lot	<i>As and when required</i>	4 Days 3 Day Set-up	1		
No 11	Daily Cleaning of all tents and neat rearrangement of chairs as per required	Lot	<i>As and when required</i>	4 Days 3 Day Set-up	1		
					<b>Total Kshs. Tender Price</b>		

Name of Tenderer .....[insert complete name of Tenderer] Signature of Tenderer [signature of person signing the Tender] Date [insert date]

**Lot F. Provision for Transportation Services**

Date: _____, ITT No: _____, Alternative No: _____ Page No.  ____ of ____							
1	2	3	4		5	6	7
Service No	Description of Services	Unit	Delivery Date	Duration	Quantity	Unit price	Total Price per Service (Col. 5*6)
	Full Day hire vehicle to transport guests, panelists and other persons as per brief						
No 1	6 seater van	No	<i>As and when required</i>	<i>6 Days</i>	1		
No 2	7 seater van	No	<i>As and when required</i>	<i>6 Days</i>	1		
No 3	9 seater van	No	<i>As and when required</i>	<i>6 Days</i>	1		
No 4	14 seater van	No	<i>As and when required</i>	<i>6 Days</i>	1		
No 5	25 seater shuttle bus	No	<i>As and when required</i>	<i>6 Days</i>	1		
No 6	7 Seater SUV	No	<i>As and when required</i>	<i>6 Days</i>	1		
					<b>Sub- Total Tender Kshs.</b>		

Name of Tenderer .....[insert complete name of Tenderer] Signature of Tenderer [signature of person signing the Tender] Date [insert date]

**Lot G. Provision for hire and delivery of entertainment services**

<b>Date: _____, ITT No: _____, Alternative No: _____ Page No ____ of ____</b>							
1	2	3	4		5	6	7
<b>Service No</b>	<b>Description of Services</b>	<b>Unit</b>	<b>Delivery Date</b>	<b>Durati on</b>	<b>Quantit y</b>	<b>Unit price</b>	<b>Total Price per Service (Col. 5*6)</b>
No 1	The outsourcing of live band/choir with knowledge of wide range of music to entertain guests that cut across all age brackets to play in the very least contemporary, soul, country, rock and rumba music etc. per day	No	<i>As and when required</i>	<i>4 Days</i>	1		
No 2	The outsourcing professional dancers and community dance troupes	No	<i>As and when required</i>	<i>4 Days</i>	1		
No 3	The outsourcing of DJ services per day guests that cut across all age brackets to play in the very least Kenya, African, contemporary, soul, country, rock and rumba music etc. per day	No	<i>As and when required</i>	<i>4 Days</i>	1		
No 4	The hire and set up of 360 photo booth, photo booths and photo booth props	1	<i>As and when required</i>	<i>4 Days 3 Day Set-up</i>	1		
No 5	The outsourcing of High Profile Event MCee and Panel Moderators	1	<i>As and when required</i>	<i>4 Days</i>	1		

No 6	The outsourcing of enhanced breakfast (high tea) to include 5 star continental/ English breakfast (Cost per pax)	Pax	<i>As and when required</i>	<i>1 Days</i>	1		
No 7	The outsourcing of cocktail refreshments at a highly reputable hotel (a maximum cost per person is Kshs 2,000) to be billed as per consumption	Pax	<i>As and when required</i>	<i>1 Days</i>	1		
No 8	The outsourcing of catering to include a 5-course dinner menu, food, drinks and service from five star hotels. For the purpose of this tender, the proposed menu should in the very least comprise of: Salads, soup, proteins, carbohydrates, vegetables, dessert and drink (Cost per pax)	Pax	<i>As and when required</i>	<i>1 Days</i>	1		
No 9	The outsourcing of catering to include a 3- 5 course dinner menu, food, drinks and service from reputable hotels. For the purpose of this tender, the proposed menu should in the very least comprise of: Salads, soup, proteins, carbohydrates, vegetables, dessert and drink (Cost per pax)	Pax	<i>As and when required</i>	<i>1 Days</i>	1		
No 10	The outsourcing of catering to include coffee, tea, hot chocolate and bitings for the Secretariat (Cost per pax)	Pax	<i>As and when required</i>	<i>1 Days</i>	1		
						<b>Sub- Total Tender Kshs.</b>	

**NB. The price should be inclusive of the outside catering charges where applicable**

Name of Tenderer .....[insert complete name of Tenderer] Signature of Tenderer [signature of person signing the Tender] Date [insert date]

**Lot H. Provision for Hire and Delivery of Outside Catering services**

	Date: _____, ITT No: _____, Alternative No: _____						Page No. _____ of _____
1	2	3	4		5	6	7
Service No.	Description of Services	UoM	Delivery Date	Duration	Quantity	Unit price	Total Price per Service (Col. 5*6)
No 1	The outsourcing of catering includes a 5-course menu, food, drinks and service from five star hotels. For the purpose of this tender, the proposed menu should in the very least comprise of: Salads, soup, proteins, carbohydrates, vegetables, dessert and drink (Cost per pax)	Pax	<i>As and when required</i>	<i>1Days</i>	1		
No 2	The outsourcing of catering to include 3- 5-course food, drinks and service from highly reputable hotels. For the purpose of this tender, the proposed menu should in the very least comprise of: Salads, soup, proteins, carbohydrates, vegetables, dessert and drink (Cost per pax)	Pax	<i>As and when required</i>	<i>1 Days</i>	1		
No 3	The outsourcing of outside catering to include a 5 course menu, food, drinks and service from reputable hotels outside catering fee. For the purpose of this tender, the proposed menu should in the very least comprise of: Salads, soup, proteins, carbohydrates, vegetables, dessert and drink (Cost per pax)	Pax	<i>As and when required</i>	<i>1Days</i>	1		
No 4	The outsourcing of outside catering to include 3- 5 course food, drinks and service from reputable hotels outside catering fee. For the purpose of this tender, the proposed menu should in the very least comprise of: Salads, soup, proteins, carbohydrates, vegetables, dessert and drink (Cost per pax)	Pax	<i>As and when required</i>	<i>1 Days</i>	1		

No 5	The outsourcing of 5 star continental/ English breakfast (cost per pax)	Pax	<i>As and when required</i>	<i>1 Days</i>	1		
No 6	The outsourcing of enhanced breakfast (high tea) to include 5 star continental/ English breakfast (Cost per pax)	Pax	<i>As and when required</i>	<i>1Days</i>	1		
					Sub-Total Tender(KSHS)		

NB. The price should be inclusive of the outside catering charges where applicable .



**LOT I. Provision of Delegate Management Services**

Service No	Description of service	Unit	Delivery Date	Duration	Quantity	Unit Price	Total
1.	Delegate Management system and services for digital checking-in of delegates	Lot	As and when required	6 Months	1		
2.	Event App for conference communication and updates	Lot	As and when required	6 Months	1		
3.	Pre-Conference badge printing of branded name tags embedded with a check-in QR Code	No	As and when required	One Off	1000		
4.	Supply of beaded lanyards in as per brand guidelines	No	As and when required	One off	1000		
5.	Label printers for on-site delegate badge printing for 1000 pax, appropriate technical on-site support, accessories and cabling.	LOT	As and when required	4 Days	1		
6.	Event attendance report to include demographics, attendee profile, attendee engagement etc	No	As and when required	4 Days	1		
7.	Delegate materials, kit and infopak						
	Branded Tote Bag	No.	As and when required	1	1,000		
	Conference Booklet/Program 20 pgs	No.	As and when required	1	1,000		

	Exhibition Passport	No.	As and when required	1	1,000		
	Custom Gift Khanga/Lesos	No.	As and when required	1	1,000		
	Notebook	No.	As and when required	1	1,000		
	Pens	No.	As and when required	1	1,000		
8.	Professional Branded Ushers	No	As and when required	5 Days	15		
9	Executive Toilets with Appropriate Accessories and Cleaners	No	As and when required	4 Days 3 days	5		
10	Mobile Toilets with Appropriate Accessories and Cleaners	No	As and when required	4 Days 3 days	10		
11	Provision of appropriate Private Security, scanners and, equipment	Lot	As and when required	4 Days 3 days	1		
12	Provision of appropriate crowd management barriers	Lot	As and when required	4 Days 3 days	1		
13	Provision of Internet (500MBPs)	Lot	As and when required	4 Days 3 days	1		

14	Team Branding of Project Secretariat	Lot	As and when required	4 Days 3 days	1		
					Sub-Total tender (KSHS)		

## LOT J. Provision of Live Streaming, Videography and Photography

Item	Description	Frequency	Unit of Measure	Quantity	Total	Deliverables
Live Streaming	Full HD multi-camera (3 Cameras) production live streaming of the event, including setup and management	5 Days	No	1		Full HD Livestream on YouTube, X, LinkedIn and Facebook
	Dedicated internet for Live Streaming (Minimum of 500 MBPs)	4 Days 3 days	No	1		Fast Internet Equipment
Videography	Production of 3-minute Promo Videos	TBD	No	13		One main event highlight video One exhibition highlights video One Conference sessions highlight video Two daily highlight videos Speaker Highlight Videos for all sessions
	Full HD Professional videography services to capture key moments and sessions	4 Days	No	1		
	Offline video production and daily edits of key highlights and speaker bytes	4 Days	Lot	1		
Video Editing	Post-event editing of recorded footage, including highlights and full sessions	4 Days	No	1		
Photography Services	Photo coverage of event with instant edited photos	4 Days	Lot	1		Instant Edited photos
			<u>Sub-Total Tender Price</u>			

**LOT K: Provision of Development of Event Website, Graphic Design and Media Publicity**

Event Website Specifications	
Category	Event Website Requirements
Technical Requirements:	<b>1. Responsive Design: The website should have a responsive design that can adapt to different screen sizes, including mobile devices.</b>
	<b>2. Registration and Login: Users should be able to register and login to the website to purchase tickets, access event information, and book an exhibition booth.</b>
	<b>3. Ticketing System: The website should have a ticketing system that allows attendees to purchase tickets online and receive invoices, receipts, and e-tickets.</b>
	<b>4. Payment Gateway: The website should integrate with a secure payment gateway that enables online payment processing via M-PESA STK Push, M-PESA Paybill, and direct bank payment for ticket purchases.</b>
	<b>5. Event Management System: The website should have an event management system that enables the IK Investor Conference Secretariat to add, edit, and manage event information, including programme, speakers, sponsors, side events, pre-events, team and exhibitors.</b>
	<b>6. User Engagement and Feedback: The website should have a reminder system for the admin to send reminders for registered attendees to complete pending payments i.e. for tickets or booths. The admin should also be able to broadcast customised feedback surveys to registered attendees after each day of the event.</b>

	<b>7. Social Media Integration: The website should integrate with social media platforms, such as Facebook, Twitter, and LinkedIn, to promote the event, share updates, and engage with attendees.</b>
	<b>8. Search Engine Optimisation (SEO): The website should be optimised for search engines to improve visibility, increase traffic, and attract potential attendees.</b>
Non-Technical Requirements :	<b>1. User Experience: The website should provide a seamless user experience that is easy to navigate, visually appealing, and informative.</b>
	<b>2. Accessibility: The website should be accessible to all users, including those with disabilities, by complying with WCAG 2.0 standards.</b>
	<b>3. Security: The website should ensure user data privacy and security by implementing SSL encryption, firewalls, and other security measures.</b>
	<b>4. Branding: The website should reflect the event's branding and identity by using consistent colour schemes, fonts, and graphics.</b>
	<b>5. Customer Support: The website should provide excellent customer support, including FAQs, contact form, and email support.</b>
	<b>6. Performance: The website should be fast and reliable, with minimal downtime, to ensure a smooth user experience.</b>
	<b>7. Analytics and Reporting: The website should have an analytics and reporting system that enables the event organisers to track user behaviour, analyse data, and make data-driven decisions.</b>
	<b>8. Link to Previous IK Investor Conferences: The website should have links to the previous instances of IK Investor Conference</b>

Graphic Design Specifications				
Service Category	Service	Specifications	Deliverables	Frequency/Timeline
Graphic Design Services	Brand Identity Design	Develop cohesive brand assets including logo, color palette, typography, and brand guidelines.	Logo in multiple formats, brand guideline PDF, font files, color codes	One-time (Initial stage)
	Event/Promotional Posters	Design posters and flyers for events, product launches, or campaigns. Should be eye-catching and follow brand identity.	JPEG, PNG, and PDF formats optimized for print and web	As needed
	Event concept note, communication dossier, reports, brand assets and merchandise	Design publication documents and for print materials	PDFs formats optimized for print and web	As needed
	Social Media Graphics	Custom visuals tailored for different platforms (Facebook, Instagram, LinkedIn, X). Include story and post formats.	PNG/JPEG files in correct dimensions for each platform	Weekly or bi-weekly
	Infographics	Visually appealing, easy-to-understand graphics to communicate key data or	High-res image files, editable source files (AI/PSD)	As needed

		messages.		
	Video Thumbnails & Cover Art	Design thumbnails that drive engagement on YouTube, Facebook, and Instagram.	PNG/JPEG files	Per video
	Presentation Design	Design branded PowerPoint/Google Slides templates and specific presentations.	Editable presentation files (.pptx or Google Slides)	As needed

Service Component	Description / Specifications	Deliverables	Timeline
Social Media Strategy	<b>Develop an event-specific strategy detailing goals, key messages, audience personas, hashtags, tone of voice, and channels.</b>	<b>Event Social Media Strategy Document (PDF), Key Hashtags, Target Audience Brief</b>	<b>4 months before the event</b>
Content Calendar	<b>Create a content calendar covering the pre-event, live event, and post-event phases.</b>	<b>Monthly or Bi-weekly Calendar, Posting Schedule (Excel or Google Sheet)</b>	<b>Start 4 months before event; weekly updates</b>
Creative Content Development	<b>Design branded social media posts, stories, GIFs, carousels, countdowns, and reels to create buzz and drive engagement.</b>	<b>30–50 Branded Graphics, 15+ Short Videos/Reels, Platform-Optimized Assets</b>	<b>Start 4 months before event; weekly updates</b>



Live Event Coverage	<b>Provide real-time content during the event (e.g., live tweeting, story updates, speaker quotes, behind-the-scenes clips).</b>	<b>Daily Event Highlights, Speaker Quotes, Live Photos, Stories/Reels, Social Takeovers</b>	<b>During event (daily)</b>
Community Engagement	<b>Respond to comments, answer questions, moderate discussions, and repost attendee content using event hashtags.</b>	<b>Daily Engagement Report, FAQ Response Guide, UGC Reposts</b>	<b>Daily (pre, during, and post-event)</b>
Podcasts	<b>Target established podcasts:</b> Cleaning the Airwaves - Richard Njau Money Talk - Dr King'ori	<b>Interviews on 2 to 3 podcasts</b> Report on viewership and online reactions	<b>1 month before the event</b>
Paid Social Campaigns	<b>Design and run paid ad campaigns to boost registrations and engagement across Facebook, LinkedIn, and X.</b>	<b>Ad Copy, Visuals, A/B Testing Results, Campaign Analytics Report</b>	<b>3–6 weeks before event start</b>
Influencer/Partner Amplification	<b>Coordinate with influencers, speakers, and partners to share branded content and amplify the event.</b>	<b>Influencer Toolkit (captions, images), Sharing Schedule, Performance Metrics</b>	<b>4 weeks before event; check-in weekly</b>
Post-Event Highlights	<b>Share event success metrics, testimonials, media coverage, and recap videos.</b>	<b>5–10 Post-Event Graphics/Videos, Thank-You Posts, Event Report Highlights</b>	<b>1–2 weeks after event</b>
Analytics & Reporting	<b>Track performance of content, campaigns, and engagement. Provide insights and recommendations.</b>	<b>Final Social Media Report (PDF), Platform Insights Summary, Lessons Learned</b>	<b>Weekly during campaign, Final report 1 week post-</b>

			event
Traditional Media Outreach			
<u>TV &amp; Radio Engagement and Coverage</u>	<ul style="list-style-type: none"> <li>● <b>Arrange for pre-event media interviews on Citizen TV, NTV, KTN, KBC, TV 47 and international networks like BBC Africa and Al Jazeera, AFP</b></li> <li>● <i>Arrange for pre-event media interviews on radio stations - Radio Citizen, Radio Maisha, Radio 47, Spice Fm, Nation FM as well as vernacular radio stations such as Inooro, Kameme, Musyi FM, Kass FM, Ramogi FM, Egesa FM, Bahari FM, Muuga FM to engage grassroots communities.</i></li> <li>● <i>Arrange for conference coverage pre, during and post event</i></li> </ul>	<b>Media Report including Media Cuts</b>	<b>2 engagements on TV and 13 radio engagements</b>
<u>Print and Online Engagement and Coverage</u>	<ul style="list-style-type: none"> <li>● <i>Press releases to major newspapers (MyGov, Daily Nation, The Standard, Business Daily, The East African &amp; The Star).</i></li> <li>● <i>Feature articles in cultural and business magazines</i></li> </ul>	<b>Media Report Mainstream and Digital Media Cuts including press releases &amp; feature articles</b>	<b>Press releases as and when required &amp; 6 feature articles</b>

Sponsored Discussions	TV	<b>Sponsored discussions on JKL, Fixing the Nation and The Situation Room</b>	<b>Media Report including Media Cuts</b>	<b>3 discussions</b>
Sponsored Media Pullout	Print	<b>Sponsor a pullout on Indigenous Knowledge and National Museums of Kenya's determined establishment of DoDI and INKiBank by Natural Products Industry</b>	<b>Media Report including media cuts</b>	<b>1 pullout</b>

### **FIN 3: Summary of Specifications and Priced Activity Schedules**

<b>S. No</b>	<b>Lot Description</b>	<b>Total Cost Inclusive of All taxes and cost</b>
1	Lot A. Provision of Exhibition setup	
2	Lot B. Provision of Arrangement of Main stage, Plenary and Breakaway Rooms	
3	Lot C. Provision of Arrangement and branding of Entrance and Registration Desk.	
4	Lot D. Provision of services of Arrangement of VIP Lounges/Rooms	
5	Lot E. Provision for Hire, supply, delivery, and assembly of tents	

6	Lot F. Provision for transportation services	
7	Lot G. Provision for hire and delivery of entertainment services	
8	Lot H. Provision for hire and delivery of outside catering services.	
9	Lot I. Provision of Delegate Management	
10	Lot J. Provision of Live Streaming, Videography and Photography	
11	Lot K. Provision of Web Development and Digital Communication Services	
	<b>Grand Total Cost Kshs.</b>	

Name of Tenderer .....*[insert complete name of Tenderer]* Signature of Tenderer *[signature of person signing the Tender]* Date *[insert date]*

## SECTION VII: SAMPLE FORMS

### A.:TENDER-SECURING DECLARATION FORM

[The Bidder shall complete this Form in accordance with the instructions

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

Tender No.:.....*[insert number of tendering process]* To:.....*[insert complete name of Purchaser]* I/We,  
the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. I/We accept that I / we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or(ii) fail or refuse to furnish he Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
  - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
  - b) thirty days after the expiration of our Tender.
4. I / We understand that if I am / we are / in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid , and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor, etc.) .....

Name:.....

Duly authorized to sign the bid for and on behalf of: .....*[insert complete name of Tenderer]* Dated on ..... day  
of.....

*[Insert date of signing]*

Seal or stamp

## B. SAMPLE FORM OF CONTRACT

**THIS AGREEMENT**, made the \_\_\_\_ day of \_\_\_\_\_ 20... between **NATIONAL MUSEUMS OF KENYA** of Post office Box number 30586 – 00100 Nairobi (hereinafter called “**NMK**”) of the one part and [Name of consultant] of Post Office Number ..... (Hereinafter called “**the bidder**”) of the other part.

**WHEREAS NMK** is desirous that the consultant executes the contract for supply, delivery, installation and commissioning of generators (hereinafter called “the goods”) and NMK has accepted the tender submitted by the firm for the execution and completion of such project for the **Contract Price of Kshs..... only**.

**NOW THIS AGREEMENT WITNESSETH** as follows: -

- 1.0 In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2.0 The following documents shall be deemed to form an integral part and shall be read and construed as part of this Agreement viz:-
  - (i) Terms and Conditions of the Request for Proposal document
  - (ii) Priced Schedule
  - (iii) Notification of award
- 3.0 In consideration of the payments to be made by NMK to the consultant as hereinafter mentioned, the firm hereby Covenants with NMK to execute and complete the project in conformity with the provision of the contract.
- 4.0 NMK hereby covenants to pay the consultant in consideration of the execution and completion of the project 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 thereto have caused this Agreement to be executed the day and year first before written.

Signed for NMK by: \_\_\_\_\_  
**Name**

In the presence of: \_\_\_\_\_  
**CORPORATE SECRETARY**

Signed for the consultants’ firm by: \_\_\_\_\_

**Name**  
(Who warrants that he is duly authorized to sign)

In the presence of: \_\_\_\_\_



## **PART II: GENERAL CONDITIONS OF CONTRACT**

### **1.0 Definitions**

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

- (a) “The Contract” means the agreement entered into between NMK 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 NMK under the Contract.
- (d) “NMK” means National Museums Of Kenya, the organization sourcing for the insurance services
- (e) “The Service Provider” means the organization or firm providing the services under this Contract.
- (f) “commencement date and duration of the contract” means the date the contract starts and period it will take to complete the contract
- (g) “GCC” means the General Conditions of Contract contained in this section.
- (h) “SCC” means the Special Conditions of Contract
- (i) “Day” means calendar day

### **1.2. Application**

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

### **1.3. Standards**

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

#### **1.4. Use of Contract Documents and Information**

- 1.4.1 The Service Provider shall not, without NMK'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 NMK in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract.
- 1.4.2 The Service Provider shall not, without NMK's prior written consent, make use of any document or information enumerated in Clause 6 above.
- 1.4.3 Any document, other than the Contract itself, enumerated in Clause 6 shall remain the property of NMK and shall be returned (all copies) to NMK on completion of the contract's or performance under the Contract if so required by NMK.

#### **1.5. Patent Rights**

The Service Provider shall indemnify NMK 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.

#### **1.6. Delivery of services and Documents**

Delivery of the services shall be made by the Service Provider in accordance with the terms specified by NMK in the schedule of requirements and the special conditions of contract

#### **1.7. Payment**

- 15.7.1 The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC
- 15.7.2 Payment shall be made promptly by NMK, but in no case later than sixty (60) days after submission of an invoice or claim by the Service Provider

#### **1.8. Prices**

- 1.8.1 Prices charged by the Service Provider for Services performed under the Contract shall not, with the exception of any price adjustments authorized by NMK, vary from the prices quoted by the tenderer in its tender or in NMK'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.
- 1.8.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

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

1.8.4 Price variation requests shall be processed by NMK within 30 days of receiving the request.

## **1.9 Assignment**

The Service Provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with NMK's prior written consent.

## **1.10. Termination for Default**

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

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

1.10.2 In the event NMK 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 Service Provider shall be liable to NMK for any excess costs for such similar services. However, the service provider shall continue performance of the contract to extent not terminated.

## **1.11. Termination for Insolvency**

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

## **1.12. Termination for Convenience**

1.12.1 NMK by written notice sent to the Service Provider, 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 Service Provider of the contract is terminated and the date on which such termination becomes effective.

1.12.2 For the remaining part of the contract after termination NMK may elect to cancel the services and pay to the Service Provider an agreed amount for partially completed services.

### **1.13 Resolution of Disputes**

1.13.1 NMK and the Service Provider 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

1.13.2 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.

### **1.14 Governing Language**

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

### **1.15. Applicable Law**

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

### **1.16 Force Majeure**

The Service Provider 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.

### **1.17 Notices**

1.17.1 Notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

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

## **PART III - SPECIAL CONDITIONS OF CONTRACT**

Notes on Special Conditions of Contract:

1. The special conditions of contract shall supplement the General conditions of contract and wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

1. specific conditions of contract with reference to the general conditions of contract:

General Conditions of contract reference	Special conditions of contract
1.18	Premium price shall include all applicable government taxes and fixed through-out the contract period
1.13	a) resolve amicably by direct informal negotiations and disagreement or disputes  b) If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, such dispute shall be settled by a sole arbitrator under the Arbitration Act. The arbitrator shall be appointed by agreement between the parties or in default of agreement by the Chairman of the Kenya Chapter of Chartered Institute of Arbitrators
1. 15.3	Applicable Law  Laws of Kenya