



KISII UNIVERSITY
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**SUPPLY AND DELIVERY HARDWARE MATERIALS ON
FRAMEWORK AGREEMENT FOR PERIOD OF ONE YEAR
TENDER REF NO.KSU/10/2017 – 2018**

**OPENING AND CLOSING DATE: THURSDAY, 19TH OCTOBER,
2017
TIME: 11.30A.M**

DISPATCHED ON 6TH OCTOBER, 2017

Kisii university 2017

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Introduction

- 1.1 The following general directions should be observed when using the document.
- (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options
 - (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.
- 1.2 (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.
- (b) The Invitation to tender shall be issued in accordance with the regulations or a letter of invitation addressed to tenderers.

SECTION I INVITATION TO TENDER

Dear sir/Madam

TENDER REF NO. KSU/10/2017-2018

TENDER NAME: SUPPLY AND DELIVERY OF HARDWARE MATERIALS ON FRAMEWORK AGREEMENT FOR PERIOD OF ONE YEAR

- 1.1 The **Kisii University** invites sealed bids from all tenderers interested and eligible candidates to inspect the tender documents at **Kisii University, Procurement Department Main campus** during normal working hours or our website www.kisiiuniversity.ac.ke to download the document's.
- 1.2 A complete set of tender documents may be obtained by interested candidates **at no cost or free.**

Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at Procurement Department or be addressed to **The Vice Chancellor Kisii University PO BOX 408-40200 KISII** so as to be received on or before **Thursday 19th October 2017, at 11.30am)**
- 1.3 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **one year** from the closing date of the tender.
- 1.4 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **University Conference Room.**

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

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

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 No price will be charged for this particular tender documents

2.4. **The Tender Document**

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

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire

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

2.5 **Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven(7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

2.6 **Amendment of Documents**

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

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

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

2.7 **Language of Tender**

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 **Documents Comprising of Tender**

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

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

2.9 **Tender Forms**

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

2.10 **Tender Prices**

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

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

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

2.10.4 The validity period of the tender shall be **120** days from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

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

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

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

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

2.13 Goods Eligibility and Conformity to Tender Documents

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

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

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

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

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

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

2.14 Validity of Tenders

2.14.1 Tenders shall remain **valid for 120 days** or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.14.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.15 Format and Signing of Tender

2.15.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER**," as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

2.16 Sealing and Marking of Tenders

- 2.16.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.
- 2.16.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:
 - (b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **Thursday 19th October 2017, at 11.30am**)
- 2.16.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.16.4 If the outer envelope is not sealed and marked as required by paragraph 2.16.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.16.2 no later than (**Thursday 19th October 2017, at 11.30am**)

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

2.17 Modification and Withdrawal of Tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.
- 2.17.3 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.16. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.4 No tender may be modified after the deadline for submission of tenders.

- 2.17.5 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.13.7
- 2.17.6 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.7 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Thursday 19th October 2017, at 11.30am) At University Conference Room.**

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

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

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate

does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21 Conversion to Single Currency

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

2.22 Evaluation and Comparison of Tenders

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.22.2 The tender evaluation committee shall evaluate the tender within 15 days of the validity period from the date of opening the tender.

2.22.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.23 Preference

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

2.24 Contacting the Procuring entity

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

2.24.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.25 Award of Contract

(a) Post-qualification

2.25.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.25.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

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

(b) Award Criteria

2.25.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity's Right to Vary quantities

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

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

2.25.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

2.26 Notification of Award

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

- 2.26.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
- 2.26.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.27 Signing of Contract

- 2.27.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.27.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless this is an administrative review request.
- 2.27.3 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- 2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.28.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<i>Indicate eligible tenderers Open to all</i>
2.18.1	<i>Opening and closing date Thursday 19th October 2017 at 11:30am</i>
2.29.1	<i>As in 2.18.1 above</i>

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

- 3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity
- 3.6 Patent Rights**
- 3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country
- 3.7 Inspection and Tests**
- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.7.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.7.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.7.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.
- 3.8 Packing**
- 3.8.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.8.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.9 Delivery and Documents

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

3.10 Insurance

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

3.12 Payment

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

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

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

- 3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract
 - (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

- 3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

- 42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.12.1	<i>Indicate terms of payment</i>
3.18.1	<i>Indicate resolutions of disputes</i>

(Complete as necessary)

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

SECTION VII - PRICE SCHEDULE FOR GOODS

HARDWARE MATERIALS 2017 LIST

NO	ITEM DESCRIPTION	UNIT OF ISSUE	EST QTY	UNIT PRICE	AMOUNT
CARPENTRY MATERIALS					
1.	Plain Block Board 1"	sheets	20		
2.	Plain Block Board ¾"	sheets	20		
3.	Plain Block Board ½"	sheets	20		
4.	MDF Board 1"	sheets	20		
5.	MDF Board ¾"	sheets	20		
6.	MDF Board ½"	sheets	24		
7.	Mahogany b/board	sheets	20		
8.	Mahogany veneer	sheets	16		
9.	Formica	sheets	20		
10.	Hardboard	sheets	60		
11.	Chipboard 1"	sheets	16		
12.	Chipboard ¾"	sheets	20		
13.	Chipboard ½"	sheets	12		
14.	Chipboard coiling	sheets	20		
15.	Soft board	sheets	30		
16.	Conta adhesive	pcs	40		
17.	Professional Glue 1x1ltr	pcs	8		
18.	Lodex- kg	pcs	11		
19.	Aradite	Sets	11		
20.	Polyfiller kg	Kg	12		
21.	Haships 1"	dozen	8		
22.	Haships 1½"	dozen	12		
23.	Haships 2"	dozen	12		
24.	Haships 2½"	dozen	12		
25.	Haships 3"	dozen	12		
26.	Plywood 12mm	sheets	12		
27.	Plywood 9mm	sheets	12		
28.	Plywood 6mm	sheets	12		
29.	Plywood 3mm	sheets	12		
30.	MDF ply 3mm	sheets	120		
31.	woodscrews ¾"	pkts	4		
32.	woodscrews 1½"	pkts	8		

NO	ITEM DESCRIPTION	UNIT OF ISSUE	EST QTY	UNIT PRICE	AMOUNT
33.	woodscrews ¼"	pkts	4		
34.	woodscrews 1½"	pkts	8		
35.	woodscrews 1¼"	pkts	8		
36.	tee hinges 6"	pair	40		
37.	tee hinges 4"	pair	40		
38.	tee hinges 3"	pair	40		
39.	tee hinges 2½"	pair	40		
40.	tee hinges 2"	pair	40		
41.	paino hinges	roll	12		
42.	brass hinges 4"	pair	20		
43.	brass hinges 3"	pair	20		
44.	brass hinge 2½"	pair	20		
45.	brass hinge 2"	pair	20		
46.	brass hinge 1"	pair	12		
47.	brass hinge 1½"	pair	24		
48.	aluminium hinges 4"	pair	4		
49.	aluminium hinges 3"	pair	4		
50.	aluminium hinges 2"	pair	4		
51.	aluminium hinges 2½"	pair	4		
52.	aluminium hinges 1½"	pair	4		
53.	aluminium hinges 1"	pair	4		
54.	aluminium towerbolts 4"	doz	8		
55.	aluminium towerbolts 3"	doz	8		
56.	aluminium towerbolts 2"	doz	8		
57.	aluminium towerbolts 6"	doz	8		
58.	panel pins 2"	kgs	24		
59.	panel pins 1½"	kgs	24		
60.	panel pins 1"	kgs	24		
61.	thumb pins	kgs	12		
62.	rooting nails	kgs	28		
63.	ceilling nails	kgs	24		
64.	U-nails	kgs	24		
65.	shoe tacks	pkts	6		
66.	wire nails 1"	pkts	100		
67.	wire nails 1½"	pkts	70		
68.	wire nails 2"	pkts	120		
69.	wire nails 2½"	pkts	120		

NO	ITEM DESCRIPTION	UNIT OF ISSUE	EST QTY	UNIT PRICE	AMOUNT
70.	wirenails3"	pkts	120		
71.	wirenails4"	pkts	280		
72.	wirenails5"	pkts	100		
73.	wirenails6"	pkts	24		
74.	wood screws ½"	pkts	20		
75.	wood screws ¾"	pkts	60		
76.	wood screws 1"	pkts	40		
77.	wood screws 1¼"	pkts	30		
78.	wood screws 1½"	pkts	40		
79.	wood screws 2"	pkts	105		
80.	wood screws 3"	pkts	30		
81.	Tee dorr STD	pcs	20		
82.	Batten door STD	pcs	28		
83.	Panel door STD	pcs	4		
84.	Moulded MDF door	pcs	8		
85.	Flush door STD	pcs	24		
86.	Door frames	sets	20		
87.	night latch	pcs	10		
88.	3 lever union lock	pcs	10		
89.	Dead lock	pcs	10		
90.	Spider lock	doz	8		
91.	Drawer lock Union -moon	pc	40		
92.	Drawer handles Brass	pc	20		
93.	Drawer handles alluminium	pc	12		
94.	Timber 1"x½" soft wood	ft	600		
95.	Timber 2"x1" soft wood	ft	600		
96.	Timber 2"x2" soft wood	ft	800		
97.	Timber 4"x2" soft wood	ft	1600		
98.	Timber 3"x2" soft wood	ft	1200		
99.	Timber 3"x3" soft wood	ft	2000		
100.	Timber 6"x1" soft wood	ft	1100		
101.	Timber 8"x1" soft wood	ft	1400		
102.	Timber 9"x1" soft wood	ft	1600		
103.	Timber 10"x1" soft wood	ft	400		
104.	Timber 12"x1" soft wood	ft	130		
105.	Timber 2"x½" soft wood	ft	3500		
106.	Timber 5"x1" soft wood	ft	4000		
107.	Timber 4"x1" soft wood	ft	4000		

NO	ITEM DESCRIPTION	UNIT OF ISSUE	EST QTY	UNIT PRICE	AMOUNT
108.	Timber 3"x1" soft wood	ft	4000		
109.	Timber 1"x½" Hardwood	ft	600		
110.	Timber 2"x1" Hardwood	ft	600		
111.	Timber 2"x2" Hardwood	ft	800		
112.	Timber 4"x2" Hardwood	ft	1600		
113.	Timber 3"x2" Hardwood	ft	1200		
114.	Timber 3"x3" Hardwood	ft	200		
115.	Timber 6"x1" Hardwood	ft	1100		
116.	Timber 8"x1" Hardwood	ft	1400		
117.	Timber 9"x1" Hardwood	ft	1600		
118.	Timber 10"x1" Hardwood	ft	400		
119.	Timber 12"x1" Hardwood	ft	130		
120.	Timber 2"x½" Hardwood	ft	350		
121.	Timber 5"x1" Hardwood	ft	400		
122.	Timber 4"x1" Hardwood	ft	400		
123.	Timber 3"x1" Hardwood	ft	400		
124.	painting brush 6"	pcs	27		
125.	painting brush 4"	pcs	19		
126.	painting brush 3"	pcs	30		
127.	painting brush 2"	pcs	20		
128.	painting brush 1½"	pcs	8		
129.	painting brush 1"	pcs	5		
130.	Clear varnish	Ltrs	12		
131.	wood seal clear	Ltrs	8		
132.	varnish crown	Ltrs	12		
133.	wood seal mahogan varnish	Ltrs	12		
134.	mahogan stain (water)	Ltrs	2		
135.	mahogan stain (spirit)	Ltrs	2		
136.	turpentine crown 1x5ltrs	Ltrs	20		
137.	thinner crown 1x5ltrs	Ltrs	20		
138.	white spirit crown 1x5ltrs	Ltrs	12		
139.	poly filler crown	kgs	14		
140.	sand paper (cloth)	roll	8		
141.	wall rubber plug	pkts	9		
142.	roll plug	pcs	4		
143.	mason wall bit	sets	4		
144.	electrical bits	sets	5		
145.	steel nails 2"	pkts	8		

NO	ITEM DESCRIPTION	UNIT OF ISSUE	EST QTY	UNIT PRICE	AMOUNT
146.	steel nails 2½”	pkts	20		
147.	steel nails 3”	pkts	16		
148.	steel nails 4”	pkts	18		
149.	Round Bar 18g	pcs	12		
150.	1¼ x1¼ square tube	pcs	12		
151.	grinding disc	pcs	12		
152.	cutting disc	pcs	12		
153.	cast crown rods	pkts	5		
154.	steel rods	pkts	6		
155.	redoxide paint 1x4ltrs	Ltrs	12		
156.	alumunium paint 1x4ltrs	Ltrs	16		
157.	wire mesh 4”x3”	sheets	12		
158.	welding vice	pcs	1		
159.	grinding machine	pcs	1		
160.	drilling machine	pcs	1		
161.	aluminium rods	pkts	1		
162.	armatuve bosch	pcs	3		
163.	armatuve makita	pcs	3		
164.	lathe machine	pcs	1		
165.	bender machine	pcs	1		
166.	Square tube 1x1x1.5	pcs	16		
167.	Square tube 1½x1x1.5	pcs	12		
168.	Square tube 2x2x1.5	pcs	12		
169.	Square tube 3x3x1.5	pcs	12		
170.	Square tube 1½x1½x1.5	pcs	12		
171.	Square tube 4x2x1.5	pcs	12		
172.	Square tube ¾x¾x1.5	pcs	12		
173.	welding rods-fonntac	pkts	12		
174.	hacksaw blades	pc	400		
175.	black sheet 16g	sheets	8		
176.	black sheet 10g	sheets	8		
177.	angle line 1½x1x1.5	pcs	8		
178.	angle line 1x1x1.5	pcs	9		
179.	z-bar ¾x½	pcs	8		
180.	z-bar ¾x¾x1.5	pcs	8		
181.	flat bar 2x1/8	pcs	8		
182.	flat bar 1½x1/8	pcs	8		
183.	round bar 12g	pcs	8		

NO	ITEM DESCRIPTION	UNIT OF ISSUE	EST QTY	UNIT PRICE	AMOUNT
184.	round bar 10g	pcs	6		
185.	round bar 16g	pcs	5		
186.	welding goggles	pcs	4		
187.	welding torch	pcs	3		
188.	welding handle	pcs	4		
189.	drilling bits	sets	4		
190.	welding gas pipe	lgth	6		
191.	tightening chips	pkts	12		
192.	galvanized sheets	rolls	16		
193.	rivets	pkts	4		
194.	pop rivet machine	pcs	4		
195.	Silicone -big	tubes	20		
196.	angle line ¾x1/8	pcs	12		
197.	Hacksaw	pcs	12		
	MASONRY				
198.	Cement- Bamburi	Bags	320		
199.	Sand clean	Tons	15		
200.	Ballast clean ½"	Tons	10		
201.	Blocks 6"x9"x15"	Pcs	640		
202.	Blocks 4"x9"x15"	Pcs	320		
203.	Bricks 6"x9"x15"	pcs	200		
204.	Bricks 4"x9"x15"	pcs	300		
205.	Wire mesh Heavy .G	Pcs	4		
206.	Wire mesh medium	Pcs	8		
207.	Twisted bars Y8	Pcs	9		
208.	Twisted bars Y10	Pcs	7		
209.	Twisted bars y12	Pcs	8		
210.	R6 Bars	Pcs	12		
211.	R8 Bars	Pcs	12		
212.	R10 Bars	Pcs	12		
213.	R12 Bars	Pcs	8		
214.	Binding wire 1x1kg	pc	28		
215.	Binding wire	rolls	10		
216.	Hooper iron	Kgs	16		
217.	Redoxide grade 2	Kgs	12		
218.	Water proof cement per kg	Kgs	4		
219.	Water proof cement	bag	4		
220.	Natural stones 6"x9"x15"	pcs	320		

NO	ITEM DESCRIPTION	UNIT OF ISSUE	EST QTY	UNIT PRICE	AMOUNT
221.	Natural stones 9"x9"x15"	pcs	280		
222.	Grout	Pcs	40		
223.	Bithumienfelt (DPC)	Pkts	3		
224.	Wall tiles 8"x12"	Rolls	24		
225.	Floor tiles 300mmx300mm	pcs	487		
226.	Floor tiles 400mmx400mm	pcs	100		
227.	Floor tiles 500mmx500mm	pcs	32		
228.	Floor tiles 600mmx600mm	pcs	32		
229.	Floor tiles 300mmx300mm ceramic	Pcs	500		
230.	Floor tiles 400mmx400mm ceramic	Pcs	500		
231.	Floor tiles 500mmx500mm ceramic	Pcs	500		
232.	Floor tiles 600mmx600mm ceramic	pcs	500		
	STORE TOOLS & EQUIPMENT FOR GROUNDS				
233.	Axe-big	Pcs	4		
234.	Ladder metallic portable	Pcs	1		
235.	Masking tape	Pcs	200		
236.	Mouth Mask	Pcs	284		
237.	File (sharpening)	Pcs	60		
238.	Wheel barrow (wheels)	Pcs	2		
239.	Padlock high security	Pcs	13		
240.	Jembe (mamba)	Pcs	10		
241.	Panga british size 18"	Pcs	5		
242.	Slasher diamond	Pcs	10		
243.	Watering can	Pcs	2		
244.	Riveting machine	Pcs	1		
245.	Pick	Pcs	2		
246.	Muttock (mamba)	Pcs	3		
247.	Fork Jembe (mamba)	Pcs	5		
248.	Siege hammer	Pcs	2		
249.	Claw hammer staney	Pcs	3		
250.	Helmet	Pcs	5		
251.	Spade	Pcs	10		
252.	Gloves heavy duty	Pairs	295		
253.	Rake	Pcs	20		

NO	ITEM DESCRIPTION	UNIT OF ISSUE	EST QTY	UNIT PRICE	AMOUNT
254.	Drilling machine	Pcs	1		
255.	Pliers -big	Pcs	3		
256.	wheel barrow	Pcs	4		
257.	Ball pain hammer	Pcs	5		
258.	Vice bench	Pcs	2		
259.	Jembe 2½ pounds	Pcs	5		
260.	Tape measure 30mtrs	Pcs	3		
261.	Tape measure 15mtrs	Pcs	2		
262.	Tape measure 5mtrs	Pcs	1		
263.	Barbed wire	Rolls	11		
264.	Chain link 7ft	Rolls	8		
265.	Galvanized plain wire	Rolls	4		
266.	Binding wire	Rolls	13		
267.	Trimmer/Brush Cutter	pcs	3		

N/B: STAMPS EACH PAGE WITH PRICE QUOTE.

All prices must be filled on price column in this list and valid for one year

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender -The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 FORM OF TENDER

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply and Delivery of Hardware Materials** (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by*(Procuring entity)*.
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 **CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business
 You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name

Location of business premises.

Plot No.....Street/Road

Postal Address Tel No.

Working Mobile No a must :																			
-----------------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

E mail :

Nature of Business

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kshs.

Name of your bankers Branch

Part 2 (a) – Sole Proprietor

Your name in fullAge

Nationality Country of origin

- Citizenship details
.....
-

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

	Part 2 (b) Partnership Given details of partners as follows:																														
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.					
	Name	Nationality	Citizenship Details	Shares																											
1.																											
2.																											
3.																											
4.																											
	Part 2 (c) – Registered Company Private or Public State the nominal and issued capital of company- Nominal Kshs. Issued Kshs. Given details of all directors as follows																														
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.	5.
	Name	Nationality	Citizenship Details	Shares																											
1.																											
2.																											
3.																											
4.																											
5.																											
	Value of Business the Firm can handle at once: Less than shs.200,000.00 <input type="checkbox"/> Kshs.200,000.00-500,000.00 <input type="checkbox"/> Kshs.500,000.00 Upwards <input type="checkbox"/> (Tick √)																														
	Credit Facility: 30 days <input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input type="checkbox"/> (Tick √)																														
Date Signature of Candidate																															

MANDATORY REQUIREMENT.

Kindly indicate and attach the various documents and information as indicated below and make sure the document is well bounded.

Preliminary evaluation during opening of tenders

a. The tender opening committee shall first conduct a preliminary evaluation to determine whether The required number of copies of the tender have been submitted; By providing two copies (original and copy)

Mandatory Preliminary requirements for evaluation committee

1. Duly signed confidential business questionnaire form
2. Duly signed form of tender
3. Attach Valid Tax Compliance certificate
4. Attach Registration Certificate or incorporation
5. Attach itax pin
6. Attach ID copy of director or proprietor
7. Attach certificate of YAGPO for reserved categories

N/B: Suppliers already registered as our suppliers 2016-2018 do not attach the number 3, 4, 5, 6 and 7 above

Tenders which do not satisfy any of the above requirements shall be rejected.

Technical requirement

No	Requirement	Max. Points	Points Awarded	Remarks
1.	Credit Facility: 30 days 60 days 90 days	20 25 35		
TOTAL		35		

Financial evaluation shall be done in line with the market price

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between
..... [name of Procurement entity] of [country of Procurement entity]
(hereinafter called “the Procuring entity) of the one part and [name of
tenderer] of [city and country of tenderer] (hereinafter called “the tenderer”) of the
other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by
the tenderer for the supply of those goods in the sum of [contract
price in words and figures] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

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

(Amend accordingly if provided by Insurance Company)

8.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above mentioned
decision on the following grounds , namely:-

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
 - 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary