



**KENYA INSTITUTE OF CURRICULUM  
DEVELOPMENT**

**TENDER NAME: REFURBISHMENT OF MAIN CAR PARK  
AND DRIVE WAYS WITH PAVEMENT BLOCKS**

**TENDER NO. KICD/006/2020 – 2021**

**JULY 2020**

## **INTRODUCTION**

The Kenya Institute of Curriculum Development (KICD) is a state corporation established through KICD Act No. 4 of 2013. It is the National Curriculum and Research Center charged with the responsibility of conducting research and developing curriculum and curriculum support materials for Basic, Tertiary Education and Training.

### Vision

“A world class Centre for dynamic and competitive curricula”

### Mission

“To provide research-based curricula and curriculum support materials responsive to the needs of the society”

The Institute wishes to Invite Eligible bidders to tender for **Refurbishment of Main Car Park with Pavement Blocks.**

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## SECTION I – INVITATION TO TENDER

DATE: 14<sup>th</sup> JULY, 2020

TENDER REF NO: KICD /006/2020 – 2021

**TENDER NAME: Refurbishment of Main Car Park and driveways with Pavement Blocks.**

The Kenya Institute of Curriculum development (KICD) is a state corporation established under the KICD Act No.4 of 2013. It is the National Curriculum and Research Center charged with the responsibility of conducting research and developing curriculum and curriculum support materials for Basic, Tertiary Education and Training.

The Institute invites separate sealed Tenders from eligible candidates for: **Tender No. KICD/006/2020 – 2021 Refurbishment of Main Car Park and driveways with Pavement Blocks.** Interested eligible candidates may obtain further information and inspect tender documents at the Procurement office, Kenya Institute of Curriculum Development during normal working hours.

A complete set of tender documents can be obtained by interested candidates by downloading from the KICD Website [www.kicd.ac.ke](http://www.kicd.ac.ke) free of charge.

Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya Shillings and shall remain valid for a period of 90 days from the closing date of the tender.

Completed tender documents should be enclosed in a plain sealed envelope marked with tender name and reference number and be deposited in the **Tender Box** located at the **Reception of KICD NACECE Resource Centre, Ground floor** and addressed to:

**The Director,  
Kenya Institute of Curriculum development,  
P.O. Box 30231 00100  
NAIROBI.**

So as to be received on or before **28<sup>th</sup> July, 2020, at 10.00 a.m.**

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend the opening at The Kenya Institute of Curriculum Development, **NACECE Resource Centre**. Please note that late bids shall be refused unopened.

**Assistant Director – Supply Chain Management  
For Director,  
Kenya Institute of Curriculum Development**

## **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 Appendix to Instructions to Tenderers. Successful tenderers shall provide and Maintain Internet by the intended Period.
- 2.1.2 The procuring entity’s employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Eligible Equipment**

- 2.2.1 All equipment to be supplied and installed 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 equipment(s) are 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 equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

### **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.

### **2.4. Contents of Tender Document**

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

- (i) Invitation to Tender;
- (ii) Instructions to Tenderers;
- (iii) General Conditions of Contract;
- (iv) Special Conditions of Contract;
- (v) Schedule of requirements;
- (vi) Technical Specifications;
- (vii) Tender Form and Price Schedules;
- (viii) Tender Security Form;
- (ix) Contract Form;
- (x) Performance Security Form;
- (xi) Bank Guarantee for Advance Payment Form;
- (xii) Manufacturer's Authorization Form;
- (xiii) Confidential Business Questionnaire Form;
- (xiv) Declaration form; and
- (xv) Request for Review Form.

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 Tender Documents**

2.5.1 A prospective tenderer making inquiries of the tender documents may notify the Procuring entity in writing or by post at the entity's address indicated in the invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of 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 Tender Documents**

- 2.6.1 At any time prior to the deadline for submission of tender, the procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.6.2 All prospective tenderers that have obtained 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 the 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 2.12 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 2.13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents;
  - (d) tender security furnished in accordance with paragraph 2.14; and
  - (e) Confidential Business Questionnaire.

## **2.9 Tender Form**

The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the equipment to be supplied, installed and commissioned and a brief description of the equipment, 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 where applicable and total tender price of the equipment and installation it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a) the price of the equipment quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable;
- b) Charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and
- (a) Installation charges shall also be indicated separately for each equipment.

2.10.3 Prices quoted by the tender shall remain fixed during the Tender's performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.

## **2.11 Tender Currencies**

Prices shall be quoted in the following currencies:

- (b) For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings;
- (c) Cost of installation and commissioning will be in Kenya Shillings.

## **2.12 Tenderers Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 2.1. The tenderers 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 tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction:
- (a) That, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture, develop or otherwise produce, the tenderer has been duly authorized by the equipment manufacturer, developer or producer to supply the equipment or product;
  - (b) That the tenderer has the financial, technical, and production capability necessary to perform the contract; and
  - (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 Document**

2.13.1 Pursuant 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 equipment which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of 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 equipment 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 equipment;
- b) At least giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and
- c) 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 commentary 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 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.14.2 The tender security shall be **Kshs 100,000.00** valid for 120 days after Tender opening date.
- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings and shall be in the form of
  - a) Cash;
  - b) A bank guarantee;
  - c) Bankers Cheque
  - d) Such insurance guarantee approved by the Public Procurement Regulatory Authority; and
  - e) Letter of credit.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28.
- 2.14.8 The tender security may be forfeited:
  - a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
  - b) in the case of a successful tenderer, if the tenderer fails:
    - 1) to sign the contract in accordance with paragraph 2.27 or

2) to furnish performance security in accordance with paragraph 2.28

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

## 2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 90 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 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.

## 2.16 Format and Signing of Tender

2.16.1 The Tenderer 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.

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

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

## 2.17 Sealing and Marking of Tenders

2.17.1 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.

2.17.2 The inner and outer envelopes shall:

(a) Be addressed to the Procuring entity at the address given on the Invitation to Tender;

(b) Bear the tender number and name in the Invitation to Tender and the words "**DO NOT OPEN BEFORE (28<sup>th</sup> July, 2020 at 10.00 a.m.)**". 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".

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

## **2.18 Deadline for Submission of Tenders**

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than **28<sup>th</sup> July, 2020 at 10.00 a.m.**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, 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

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

## **2.19 Modification and Withdrawal of Tenders**

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

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

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

## **2.20 Opening of Tenders**

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at 10.00 a.m. on **28<sup>th</sup> July, 2020** in the NRC, located within KICD Premises.

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

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

2.20.3 The Procuring entity will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

2.21.1 To assist in the examination, evaluation and comparison of tenders 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.

2.21.2 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.

2.21.3 Clarification by potential bidders must be received by the procuring entity seven (7) days before the closing date of the tender.

## **2.22 Preliminary Examination and Responsiveness**

2.22.1 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.

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

- 2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.22.4 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.
- 2.22.5 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.

### **2.23 Conversion to Single Currency**

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

### **2.24 Evaluation and Comparison of Tenders**

- 2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The Procuring entity's evaluation of a tender will exclude and not take into account
- (a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and
  - (b) Any allowance for price adjustment during the period of execution of the contract, if provided in the tender.
- 2.24.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.
- 2.24.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the

manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:

- (a) delivery and installation schedule offered in the tender;
- (b) deviations in payment schedule from the specifications in the Special Conditions of Contract;
- (c) the cost of components, mandatory spare parts and service;
- (d) the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;

2.24.5 Pursuant to paragraph 2.24.4 the following evaluation methods will be applied

(a) **Delivery schedule**

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

(c) **Deviation in payment schedule**

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

(d) **Spare parts and after sales service facilities**

Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

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

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

## **2.25 Contacting the Procuring Entity**

- 2.25.1 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.
- 2.25.2 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.

## **2.26 Award of Contract**

### **(a) Post-Qualification**

- 2.26.1 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.
- 2.26.2 The determination will take into account the tenderer financial, technical, production capabilities and due diligence report. 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.
- 2.26.3 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**

- 2.26.4 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.
- 2.26.5 To qualify for contract awards, the tenderer shall have the following:
  - a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
  - b) Legal capacity to enter into a contract for procurement



- c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- d) Shall not be debarred from participating in public procurement.
- (c) Procuring Entity's Right to accept or Reject any or All Tenders

2.26.6 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 tenderer of the grounds for the procuring entity's action

2.26.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination

2.26.8 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

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

## **2.27 Notification of Award**

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

2.27.2 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the Procuring entity will simultaneously inform the other tenderers that this tenders have not been successful

## **2.28 Signing of Contract**

2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

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.

The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.29 Performance Security**

2.29.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security (bond) in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

2.30.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has and will not be involved in corrupt or fraudulent practices.

3.30.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

3.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

## Appendix to instructions to tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1 - Eligible Tenderers	<p>The Tenderer <b>MUST</b> provide the following Mandatory requirements.</p> <ul style="list-style-type: none"> <li><b>a)</b> Current (2020) NCA registration certificate grade (4) and above ( due to the complexity of the proposed works)</li> <li><b>b)</b> Current (2020) NCA license</li> <li><b>c)</b> Current (2020) county business permit</li> <li><b>d)</b> Copy of Certificate of Registration / Incorporation</li> <li><b>e)</b> Copy of iTax PIN / VAT Certificate</li> <li><b>f)</b> Valid Tax Compliance Certificate –</li> <li><b>g)</b> Duly Filled Confidential Business Questionnaire</li> <li><b>h)</b> <b>Kshs 100,000.00 (Kenya Shilling one hundred thousand)</b> Tender Security Valid for 120 days after Tender opening date.</li> <li><b>i)</b> Sequential pagination/serialization of all pages in the tender document.</li> <li><b>j)</b> Submission of ORIGINAL and COPY of the bid documents in two (2) different envelops <ul style="list-style-type: none"> <li>a) Technical proposals Original and Copy well Labeled Technical.</li> <li>b) Financial Proposal envelop well labeled Financial</li> <li>c) <b>NB:</b> Both technical and Financial proposal shall be enclosed in an outer envelope clearly marked Tender number and Tender name.</li> </ul> </li> </ul>
2.10- Other currencies	Other currencies NOT allowed. Prices should be quoted in Kenya Shillings
2.12 - Tender security	The amount of Tender Security shall be <b>Kshs 100,000.00 (Kenya Shilling one hundred thousand)</b> and shall be in the form of cash, insurance guarantee approved by PPRA, Letter of credit, bank guarantee or Bankers Cheque from a reputable bank acceptable by the client. This should be valid for a further 30 days beyond the Tender validity period
2.16.3 Bulk tenders	Bulky Tenders that do not fit into the Tender Box shall be received and Kept in the Principal Procurement Officer’s office.
Evaluation Criteria	<b>Only bidders who fulfill all Mandatory requirements will be considered for Technical evaluation Process.</b>

	<p>Minimum Technical Score Required To Pass – 80%</p> <p><b>Only bidders who fulfill the Technical Requirements will be considered for Financial Evaluation Stage.</b></p>
--	--

**The Technical Proposal must contain details and proof the following:**

**TECHNICAL SCORE**

<b>No</b>	<b>Requirement</b>	<b>Maximum Score</b>
	Proof of turnover of at least 20,000,000 for the last three years ( audited accounts and bank statements shall be required)	10
	Proof of technical credibility. Manpower of at least a diploma in the built environment ( cv and copy of certificates shall be required)	20
	Proof of ownership or having access to machinery for the works	10
	Proof of previous building works of similar magnitude. (Contracts and or LPOs shall be required).	15
	Proof of similar pavement works shall be an added advantage. (Contracts and or LPOs shall be required).	15
	Attach a detailed works programme	15
	Attach a detailed method statement	15
	<b>TOTAL SCORE</b>	<b>100</b>
	<b>PASS MARK</b>	<b>75</b>

***NOTE: Only bidders who score 75 marks and above shall proceed for financial evaluation.***

**FINANCIAL SCORE.**

- Financial score shall be maximum of 20 marks
- The lowest responsive bidder shall automatically score 20
- The others shall be a factor of the lowest responsive bidder

**COMBINED SCORE.**

- Combine shall be (technical plus financial score
- Winning bidder shall be the one with the Highest combined responsive score

## **SECTION III -GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

In this contract the following terms shall be interpreted as indicated:

- a) "The contract" means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) "The Procuring entity" means the organization sourcing for the services under this Contract.
- e) "The contractor means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

### **3.2 Application**

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

### **3.3 Standards**

The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

### **3.5 Patent Right's**

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 services under the contract or any part thereof .

### **3.6 Performance Security**

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security of 10% of the total cost where applicable in the amount specified in Special Conditions of Contract.
- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) Bankers Cheque.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
- 3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.7 Inspections and Tests**

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services 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 on the premises of the tenderer or its subcontractor(s). 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 services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the

rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.8 Payment**

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

### **3.9 Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.10 Assignment**

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.

### **3.11 Termination by Default**

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 provide any or all of the services 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.

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

### **3.12 Termination of insolvency**

The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.13 Termination for convenience**

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

### **3.14 Resolution of disputes**

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15 Governing Language**

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

### **3.16 Force Majeure**

The contractor 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.

### **3.17 Applicable Law.**

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

### **3.18 Notices**



Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

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

#### **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.

4.2. Special conditions of contract as relates to the GCC

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
<b>3.7.1 - PERFORMANCE SECURITY</b>	Performance security will be <b>10%</b> of Total bid price
<b>3.11 Insurance</b>	All employees of the tenderer shall be insured by the tenderer and KICD shall not be liable for loss or for injuries arising from their work
<b>3.18.1 - RESOLUTION OF DISPUTES</b>	Disputes resolution will be based on Kenyan law
<b>APPLICABLE LAW</b>	Applicable law will be Kenyan Law
<b>NOTICE</b>	The Director Kenya Institute of Curriculum Development P.O. Box 30231-00100 NAIROBI Phone 020 3749900-9, 3749900-3  Fax - +254 020 3745558  0729 327 334 / 0787 883 311 Website <a href="http://www.kicd.ac.ke">www.kicd.ac.ke</a>



## **SECTION V - 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 goods offered comply with each specified requirement.
- 5.1.3 All the dimensions and other details of the goods 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 of the products.
- 5.1.4 The tenderers are requested to present information on the shortest possible delivery period for the product along with their offers.

## 5.1 SPECIFICATIONS FOR THE MAIN CAR PARK AND DRIVE WAYS WITH PAVEMENT BLOCKS.

ITEM NO.	DESCRIPTION	UNIT	QTY
1	<b>Preliminaries</b>		
A	Allow for a temporary site office adequate to accommodate six persons, notice board, shelves and , store for materials and tools storage.	ITEM	1
B	Allow for clean water for the works	ITEM	1
C	Allow for all the necessary statutory approvals for the works, drawings, by relevant County Government authorizations, replication of drawings to required formats, endorsement by relevant professional persons and submit drawings to client before work commencement.	ITEM	1
D	Allow for temporary sign post for the proposed works and permanent sign post as described.	ITEM	1
E	Allow for a qualified personnel conversant with road pavement techniques and regulations for the entire contract period	ITEM	1
F	Allow for National Construction Authority (NCA) Project registration fee for onward submission on behalf of the clients. This is 0.5% of the value of contract.	ITEM	1
G	Demolish/excavation and cart away debris of the existing worn out tar marked parking surface	SM	2,250
H	Backfill average 300mm thick with selected well compacted hardcore fill, compacted in layers of 150mm thick using 10 tonne vibrating roller to receive paving blocks	CM	675
I	50mm thick approved and well compacted quarry dust blinding on hardcore surfaces	SM	2,250
J	Heavy duty industrial concrete paving blocks size (210x105x80mm) minimum strength 49N/mm square laid to slope on quarry dust and compacted	SM	2,250
K	125 x 250 mm Splayed kerb to BS 340 including 125 x 100 mm channel on and including concrete Class 'E' foundation and 100 mm haunching to back of a kerb including all necessary excavation, formwork and disposal.	LM	332
L	Ditto curved to plan.	LM	60
M	Extra over for junction between straight and curved kerbs.	NO	20
N	Allow for construction of fifteen (15) car park sheds as per existing sample	ITEM	15
O	Road Marking - Thermoplastic White Paint	SM	5
P	Road Marking - Thermoplastic Yellow Paint	SM	5
R	Road Marking – Thermoplastic Black Paint	SM	5
S	Provide 5% contingency sum for any unforeseen works	ITEM	1

## SECTION V – SCOPE OF WORK.

The contract covers the Refurbishment of the Main Car Park with Pavement Blocks.

### Technical specification

ITEM NO.	DESCRIPTION	UNIT	QTY
1	<b><u>Preliminaries</u></b>		
A	Allow for a temporary site office adequate to accommodate six persons, notice board, shelves and , store for materials and tools storage.	ITEM	1
B	Allow for clean water for the works	ITEM	1
C	Allow for all the necessary statutory approvals for the works, drawings, by relevant County Government authorizations, replication of drawings to required formats, endorsement by relevant professional persons and submit drawings to client before work commencement.	ITEM	1
D	Allow for temporary sign post for the proposed works and permanent sign post as described.	ITEM	1
E	Allow for a qualified personnel conversant with road pavement techniques and regulations for the entire contract period	ITEM	1
F	Allow for National Construction Authority (NCA) Project registration fee for onward submission on behalf of the clients. This is 0.5% of the value of contract.	ITEM	1
G	Demolish/excavation and cart away debris of the existing worn out tar marked parking surface	SM	4,150
H	Backfill average 300mm thick with selected well compacted hardcore fill, compacted in layers of 150mm thick using 10 tonne vibrating roller to receive paving blocks	CM	1245
I	50mm thick approved and well compacted quarry dust blinding on hardcore surfaces	SM	4,150
J	Heavy duty industrial concrete paving blocks size (210x105x80mm) minimum strength 49N/mm square laid to slope on quarry dust and compacted	SM	4,150
K	125 x 250 mm Splayed kerb to BS 340 including 125 x 100 mm channel on and including concrete Class 'E' foundation and 100 mm haunching to back of a kerb including all necessary excavation, formwork and disposal.	LM	900
L	Ditto curved to plan.	LM	120
M	Extra over for junction between straight and curved kerbs.	NO	60
N	Allow for construction of fifteen (15) car park sheds as per existing sample	ITEM	15
O	Road Marking - Thermoplastic White Paint	SM	30
P	Road Marking - Thermoplastic Yellow Paint	SM	30
R	Road Marking – Thermoplastic Black Paint	SM	30
S	Provide Kshs.300,000 contingency sum for any unforeseen works	ITEM	1

**Note:** The following documents or information must be presented by the tenderer to prove his technical and professional capacity to deliver the proposed contract: The Client will carry out due diligence on the above provided information as part of the evaluation.

## SECTION VI: PRICE SCHEDULE

### Price inclusive of VAT

<b>BILL OF QUANTITIES FOR PROPOSED REFURBISHMENT OF KICD MAIN CAR PARK AND DRIVE WAYS WITH PAVEMENT BLOCKS.</b>					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>UNIT RATE</b>	<b>AMOUNT</b>
1	<b><u>Preliminaries</u></b>				
A	Allow for a temporary site office adequate to accommodate six persons, notice board, shelves and , store for materials and tools storage.	ITEM	1		
B	Allow for clean water for the works	ITEM	1		
C	Allow for all the necessary statutory approvals for the works, drawings, by relevant County Government authorizations, replication of drawings to required formats, endorsement by relevant professional persons and submit drawings to client before work commencement.	ITEM	1		
D	Allow for temporary sign post for the proposed works and permanent sign post as described.	ITEM	1		
E	Allow for a qualified personnel conversant with road pavement techniques and regulations for the entire contract period	ITEM	1		
F	Allow for National Construction Authority (NCA) Project registration fee for onward submission on behalf of the clients. This is 0.5% of the value of contract.	ITEM	1		
G	Demolish/excavation and cart away debris of the existing worn out tar marked parking surface	SM	4,150		
H	Backfill average 300mm thick with selected well compacted hardcore fill, compacted in layers of 150mm thick using 10 tonne vibrating roller to receive paving blocks	CM	1,245		
I	50mm thick approved and well compacted quarry dust blinding on hardcore surfaces	SM	4,150		
J	Heavy duty industrial concrete paving blocks size (210x105x80mm) minimum strength 49N/mm square laid to slope on quarry dust and compacted	SM	4,150		
K	125 x 250 mm Splayed kerb to BS 340 including 125 x 100 mm channel on and including concrete Class 'E' foundation and 100 mm haunching to back of a kerb including all necessary excavation, formwork and disposal.	LM	900		

L	Ditto curved to plan.	LM	120		
M	Extra over for junction between straight and curved kerbs.	NO	60		
N	Allow for construction of fifteen (15) car park sheds as per existing sample	ITEM	15		
O	Road Marking - Thermoplastic White Paint	SM	30		
P	Road Marking - Thermoplastic Yellow Paint	SM	30		
R	Road Marking – Thermoplastic Black Paint	SM	30		
R	Provide kshs. 300, 000 contingency sum for unforeseen works				
S	Provide for relocation of manhole and its cover from the road to the sidewalks including heavy duty cover and all associated works	ITEM	1		
T	SUB-TOTAL 2				
Q	ADD 14% VAT				
	<b>TOTAL CARRIED TO FORM OF TENDER</b>				

## SECTION VII- STANDARD FORMS

### Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

## **THE LIST OF STANDARD FORMS**

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form



**7.1 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 of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of services]* 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 provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent 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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20  
*[signature]* \_\_\_\_\_ *[In the capacity of]*  
 Duly authorized to sign tender for and on behalf of \_\_\_\_\_

**7.2 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 materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of .....[contract price in words and figures]

**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 tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
- 4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares 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 \_\_\_\_\_.

**7.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

Part 1 General  
 Business Name.....  
 Location of Business Premises .....  
 Plot No,..... Street/Road.....  
 Postal address ..... Tel No. .... Fax Email .....  
 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 full.....Age..... Nationality.....Country of Origin..... Citizenship details																				
	Part 2 (b) – Partnership Given details of partners as follows <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2. ....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3. ....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4. ....</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 border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2. ....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3. ....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4. ....</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. ....																					
	Date.....Signature of Candidate.....																				

**7.4 TENDER SECURITY FORM**

Whereas .....[name of the tenderer]

(hereinafter called "the tenderer")has submitted its tender dated.....[date of submission of tender ] for the provision of ..... [name and/or description of the services] (hereinafter called "the Tenderer").....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at [name of procuring entity](hereinafter called "the Bank")are bound unto..... [name of procuring entity](hereinafter called "the procuring entity") in the sum of ..... for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this\_\_\_\_\_ day of 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date. \_\_\_\_\_

[signature of the bank]

*(Amend accordingly if provided by Insurance Company)*

**7.5 PERFORMANCE SECURITY FORM**

To: .....

[name of the Procuring entity] WHEREAS.....[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_[reference number of the contract] dated \_\_\_\_\_20\_\_\_\_to

supply.....

[Description services](Hereinafter called "the contract")

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....  
*[amount of the guarantee in words and figures],*

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of .....  
*[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_ day of 20

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

*(Amend accordingly if provided by Insurance Company)*

7.6 BANK GUARANTEE FOR ADVANCE PAYMENT

To..... [name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment, .....

[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of.....  
[amount of guarantee in figures and words].  
We,the .....

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

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

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

Yours truly,

Signature and seal of the Guarantors \_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

**7.7 LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**FORM RB 1**

**7.8 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 of .....20.....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...

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**FOR OFFICIAL USE ONLY**

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

**SIGNED**

**Board Secretary**