

KISII COUNTY GOVERNMENT

MINISTRY OF HEALTH

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County Health Services
P.O. Box 92 – 40200
KISII

KISII TEACHING & REFERRAL HOSPITAL

P.O BOX 92 KISII

**SOLAR INSTALLATION WORKS PHASE II AT KISII
TEACHING AND REFERRAL HOSPITAL**

TENDER NO

KTRH/ME/GRT/28/2017-2018

**ALL TENDERERS ARE ADVISED TO READ
CAREFULLY THIS TENDER
DOCUMENT IN ITS ENTIRETY BEFORE MAKING
BID.**

A. Tender Submission Format – Non financial proposal

This order and arrangement shall be considered as the Tender Submission Format, Non-Financial. Tenderer shall tick against each item indicating that they have provided it.

No.	Item	Tick Where Provided	Official Use only
1.	Submission of tender document: Hard copy document		
2.	Dully completed Tender Form		
3.	Copy of valid trading license		
4.	Copy of company/firm's registration certificate		
5.	Copy of Pin certificate/ VAT registration		
6.	Dully filled Confidential business questionnaire		
7.	Names of current and previous organizations, institutions or companies with full contacts as well as physical addresses;		
8.	Valid Tax Compliance Certificate		
9.	Copies of LPO'S / LSO'S and or Contracts Done		
10.	Declaration form fully filled and signed		
11.	Copy of CR12 form		
12.	Bid bond 2% of the Total Tender sum from reputable bank or approved Insurance Company		
13.	Two letters of recommendation from your current corporate clients / organizations		

A. Tender Submission Format- Financial Proposal

This order and arrangement shall be considered as the tender submission format, financial.
Tenderers shall tick against each item indicating that they have provided it.

No.	Item	Tick where provided	Official use
1.	Authority to seek reference from yours (tender) bankers and current bank statement for the last six months		
2.	Audited financial statements. The audited financial statements required must be those that are reported within fifteen (15) calendar months of date of the tender document.(for companies or firms that are registered or incorporated within the last one calendar year of the date of the tender document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of tender document. The copies should be certified by the bank issuing the statements. The certification should be original.		
3.	Evidence of adequacy of the working capital and access to bank credit line.		

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INTRODUCTION

- 1.1 This standard tender document for the procurement services has been prepared for use by procuring entities in Kenya. It is to be used in the procurement of all types of services e.g.
 - i. Security.
 - ii. Cleaning.
 - iii. Servicing and repairs.
 - iv. Transport.
 - v. Clearing and forwarding.
 - vi. Air ticketing and travel arrangements and all others where there is no specific standard tender document for procurement of that service.
- 1.2 The following general directions should be observed when using the document.
 - a) Specific details should be finished in the invitation to tender and in the special conditions of contract. The final document 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 appendix to the instructions to the tenderers or the general conditions of contract respectively.
- 1.3 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 in the tender and shall indicate any important tender requirements,
- 1.4 The invitation to tender shall be issued as an advertisement in accordance with the regulations or as a letter of invitation addressed to the tenderers who have expressed interest following an advertisement of a prequalification tender.
- 1.5 The cover of the tender document should be modified to include;
 - i. Tender number.
 - ii. Tender name.

SECTION I – INVITATION TO TENDER

TENDER REF NO: **KTRH/ME/GRT/28/2017-2018**

TENDER NAME: **SOLAR INSTALLATION WORKS**

PHASE II

- 1.1 The KTRH invites sealed tenders from eligible candidates for **solar installation works phase II**
- 1.2 Interested eligible bidders may download the tender document at the hospital website: www.ktrh.or.ke. And obtain any further information from KCG- HEALTH MINISTRY HEAD QUARTER'S office at the address given below on normal working days on Mondays to Fridays between 09.00 to 16.00 hours except on public Holidays and
- 1.3 Documents downloaded are free of charge and bidders are advised to register their bid documents at the procurement office or via email at procurement@ktrh.or.ke
- 1.4 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.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided **outside the Chief Officer – Health services at the KCG- HEALTH MINISTRY HEAD QUARTER'S** or be addressed and posted to

CHIEF OFFICER – HEALTH SERVICES

MINISTRY OF HEALTH

P.O BOX 92-40200

KISII

To be received on or before **Monday, 26th March, 2018 at 10.00 AM**

- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at **The Kisii Teaching and Referral Hospital Old Conference Hall**

For

SUPPLY CHAIN MANAGEMENT OFFICER

KISII COUNTY GOVERNMENT – HEALTH MINISTRY

SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The KTRH's employees, committee members, board members and their relative (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 KTRH to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 **The** Tenderer shall bear all costs associated with the preparation and submission of its tender, and the KTRH, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 **The** price to be charged for the tender document shall not exceed
Kshs.5,000/=
- 2.2.3 **The** KTRH shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- i) Instructions to tenderers
 - ii) General Conditions of Contract

- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturer's authorization form
- xiii) Declaration form

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the KTRH in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The KTRH will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the KTRH. 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 who have received the tender documents"

2.4.2. The KTRH 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

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, the KTRH, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

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

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

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

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

2.9.6 Price variation requests shall be processed by the KTRH within 30 days of receiving the request.

2.10 **Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 **Tenderers Eligibility and Qualifications.**

2.11.1 Pursuant to Clause 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.

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

2.12 **Tender Security**

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

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

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

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

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the KTRH as non-responsive, pursuant to paragraph 2.20

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

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

2.12.7 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the KTRH on the Tender Form; or

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

(i) to sign the contract in accordance with paragraph 30

or

(ii) to furnish performance security in accordance with paragraph 31.

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

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by the KTRH, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the KTRH as nonresponsive.

2.13.2 In exceptional circumstances, the KTRH may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 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.

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

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

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and 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. The inner and outer envelopes shall:

(a) be addressed to the KTRH at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE **Monday, 26th March, 2018 at 10.00AM**"

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

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

2.16 **Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the KTRH at the address specified under paragraph 2.15.2 no later than **Monday, 26th March, 2018 at 10.00AM**

2.16.2 The KTRH may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the KTRH and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17 **Modification and withdrawal of tenders**

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

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity 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 2.12.7.

2.17.5 The KTRH may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 The KTRH 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

2.18.1 The KTRH will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00 AM Monday, 26th March, 2018** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 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 KTRH, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The KTRH will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the KTRH 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 shall be sought, offered, or permitted.

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

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The KTRH will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

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

2.20.3 The KTRH may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the KTRH 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 KTRH'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 KTRH and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the KTRH will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

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

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The KTRH's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

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

(b) ***Deviation in payment schedule.***

Tenderers shall state their tender price for the payment on a 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 KTRH may consider the alternative payment schedule offered by the selected tenderer.

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

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

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

2.23. **Contacting the KTRH**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the KTRH on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the KTRH in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the KTRH 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.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the KTRH deems necessary and appropriate.

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

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the KTRH will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The KTRH 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 KTRH's action. If the KTRH determines that none of the tenderers is responsive; the KTRH shall notify each tenderer who submitted a tender.

2.24.5 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.

2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the KTRH pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the KTRH will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

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

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return **it** to the KTRH.

2.26.3 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.

2.27 Performance Security

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

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

2.28 **Corrupt or Fraudulent Practices**

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

2.28.2 The KTRH 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 THE TENDERERS

Notes on the appendix to instruction to Tenderers

1. The appendix to instructions to tenderers is intended to assist the KTRH in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be prepared for each specific procurement.
2. The KTRH should specify in the appendix information and requirements specific to the circumstances of the KTRH, the processing of the procurement and the tender evaluation criteria that will apply to the tenderers.
3. In preparing the appendix the following aspects should be taken into consideration
 - a. The information that specifies and complements provisions of section III to be incorporated
 - b. Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain intact and only be amended through the appendix.

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

SECTION III GENERAL CONDITIONS OF CONTRACT

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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 KTRH 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 KTRH under the Contract.
- d) "The KTRH" 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 superceded by provisions of other part of contract.

3.3 Standards

- 3.3.1 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 KTRH 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

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the KTRH the performance security 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 KTRH 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 KTRH and shall be in the form of :

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

3.6.4 The performance security will be discharged by the KTRH 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 KTRH or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The KTRH 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 KTRH.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the KTRH 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 KTRH.

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**

3.8.1 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 KTRH'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 KTRH's prior written consent.

3.10 **Termination for Default**

The KTRH 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 KTRH.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.

- c) if the tenderer, in the judgment of the KTRH has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the KTRH 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 KTRH for any excess costs for such similar services.

3.12 Termination of insolvency

The KTRH 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 KTRH.

3.13 Termination for convenience

3.13.1 The KTRH 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 KTRH 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 KTRH may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputesg

The KTRH'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 its 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

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the KTRH 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 KTRH and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complements provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be Incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of **KTRH** 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 V: SUMMARY OF EVALUATION CRITERIA PROCESS

1. PRELIMINARY EVALUATION

The following are the requirements that **SHALL** constitute the evaluation criteria at the Preliminary/ Mandatory stage.

A. REQUIREMENT TO BE MET BY ALL BIDDERS

- 1.1 Confirmation that the tender document has been prepared, arranged and submitted, with clear content separators and pagination.
- 1.2 Confirmation of the submission of the hard copy of the tenderer's bid document
- 1.3 Confirmation of stamped copy of letter of intention to bid
- 1.4 Submission and considering the following:-
 - a. Original tender Security. The security value **SHALL** be at least 2% (two percent) of the total tender price.
 - b. Copy of Company or Firm's Registration Certificate
 - c. E-PIN Certificate with both Vat & Income Tax obligations
 - d. Copy of Valid Tax Compliance Certificate
 - e. Certified CR12 form from Registrar of Companies
 - f. Dully filled confidential business questionnaire
 - g. Dully filled tender form
 - h. Copy of valid business permit
- 1.5 Tender Security validity: The tender security provided shall be from a reputable Bank or Insurance Company approved and Licensed by the Insurance Regulatory Authority (IRA)
- 1.6 Tender security validity. The validity of the tender security **SHALL** be 120 days from the tender closing date.
- 1.7 Confirmation of the tender validity period. Tenders **SHALL** remain valid for 90 days from the date of tender closing.
- 1.8 Confirmation of Submission and verification that following Standard Forms in the format provided in the tender document shall be duly completed stamped and signed.
- 1.9 The tenderer **SHALL** provide latest Audited financial reports for the last two years, and evidence of financial resources (bank statements for the last six months, cash equivalents and lines of credit, letter of commitment from the Bank, etc) to undertake the work Liquidity position (Cash and cash equivalents plus Lines of Credit indicating the amount) Shall be at least 50% of the bid amount submitted

B. REQUIREMENT TO BE MET BY COMPANIES OWNED YOUTH, WOMEN AND PERSONS WITH DISABILITY.

- 2.1 Confirmation that the tender document has been prepared, arranged and submitted, with clear content separators and pagination..
- 2.2 Confirmation of the submission of the hard copy of the tenderer's bid document
- 2.3 Confirmation of stamped copy of letter of intention to bid
- 2.4 Submission and considering the following:-
 - a). Tender Securing Declaration Form
 - b) Registration with the national treasury or the respective County treasury with in which they operate
 - c) Company or Firm's Registration Certificate
 - d) PIN Certificate.
 - e) Valid Tax Compliance Certificate
 - f) Photocopy of the Kenya National Identity Card or Valid Kenyan Passport of all Directors of the company or partners in the firm or enterprise.
- 2.5 Current Bank statements for the last six (6) Months

NB: Youth, Women & Persons with Disability are encouraged to Joint Venture with other companies with requisite experience.

C. GENERAL REQUIREMENTS FOR ALL BIDDERS & YOUTH, WOMEN AND PERSONS WITH DISABILITIES TO MEET.

- 3.1 The tenderer SHALL attach a copy of the License of Registration as a Solar Photovoltaic Contractor from Energy Regulatory Commission, class C1 or VI.
- 3.2 The tenderer SHALL provide the qualification and experience of key personnel proposed for the administration and execution of the contract, both on and off site. The tenderer to attach C.V.s and academic certificates to support the CVs of the following personnel:
 - (i) At least one (1) Supervisor who must possess a Degree/Diploma in Electrical, Mechanical or Renewable Energy with at least 5 years' experience in Electro-Mechanical installation works supervision with at least 3 years being in Solar PV installation.
 - (ii) At least three (3) Technicians who must possess a Degree/Diploma/Artisan in Electrical or Mechanical with at least 5 years' experience in Electro-Mechanical installation works.
 - (iii) The Supervisors must possess a license as solar photovoltaic technicians Class T3 and for Technicians a Class T3 or T2 from the Energy Regulatory Commission.

- 3.3 The tenderer **SHALL** provide details of experience and past performance for at least two solar Gridtied photovoltaic systems within the past five years. The tenderer to attach signed completion certificates from the owner of the works undertaken. A contact telephone of the signatory of the completion certificate shall also be provided to enable the employer authenticate any document attached.
- 3.4 The tenderer **SHALL** provide a price schedule in the format provided in the Bills of Quantities. A price schedule for each trading centre to be given and the total to be transferred to the Form of Tender
- 3.5 Catalogues, drawings, Compact Discs (CD) and brochures containing technical information will be from the manufacturer. The Manufacturer to prepare a table of the technical data of the equipment – Solar Photovoltaic modules, PV grid tied inverter, charger controller, storage batteries, diesel generator and data monitoring system to be supplied and stamp it to show that data is from the company. The technical data and information in the catalogues, drawing, CD and brochures **SHALL** be used for the technical compliance of the equipments/products to be supplied.
- 3.6 The tenderer shall provide the following:
- i. Manufacturer's Letter of Authorization on Manufacturer's Letter Head.
 - ii. Copy of Manufacturer's valid quality management system certification i.e. ISO for goods from outside Kenya or copy of Kenya Bureau of Standards (KEBS) Standardization Mark for goods manufactured in Kenya.
 - iii. Valid and applicable KEBS Standardization Mark certificate for items manufactured in Kenya or their equivalent from outside the Country. This should also be stamped and signed by the Manufacturer.
 - iv. Copy of Valid ISO/ IEC 17025 accreditation certificate for the testing body/authority signed and stamped by the manufacturer.
 - v. Type Test Certificates and their Reports or Test Certificates and their Reports from the Designated bodies for full compliance with Tender Specifications signed and stamped by the manufacturer. The certificates/reports **SHALL NOT** is more than **three (3) years old** from the tender closing date.

NB. Tenders which do not satisfy any of the requirements set out SHALL be rejected as per Public Procurement and Assets Disposal Act 2015 and shall not proceed to technical evaluation stage.

2. TECHNICAL EVALUATION

The following **SHALL** constitute the evaluation criteria at the Technical Evaluation stage:

- 2.1 Two recommendation letter from current and previous organizations, institutions or companies with full contacts as well as physical addresses
- 2.2 Copies of LPO'S/ LSO'S and or Contracts done indicating relevant work done
- 2.3 Manufacturer's original brochures for specific item offered
- 2.4 Duly signed Manufacturer's Authorization letter (if Tenderer is not a Manufacturer)
- 2.5 Quality certification KEBS/ ISO
- 2.6 Warranty letter from the Manufacturer for the specific item offered.
- 2.7 Provide list of personnel with relevant experience
 - i. At least one (1) supervisor who must possess a Degree/Diploma in Electrical, Mechanical or Renewable Energy with at least 5 year experience in Electro-Mechanical installation works supervision with at least 3 years in Solar PV installation
 - ii. At least three (3) technicians who must possess a Degree/Diploma/Artisan in Electrical or Mechanical with at least 5 years' experience in Electro-Mechanical installation works

NB. Tenders which do not satisfy any of the requirements set out above SHALL be rejected as per Public Procurement and Assets Disposal Act 2015 and shall not proceed to financial evaluation stage.

3. FINANCIAL EVALUATION

The following **SHALL** constitute the evaluation criteria at the Financial Evaluation stage.

- 3.1 Audited financial statements. The audited financial statements required must be those that are reported within fifteen (15) calendar months of date of the tender document.(for companies or firms that are registered or incorporated within the last one calendar year of the date of the tender document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of tender document. The copies should be certified by the bank issuing the statements. The certification should be original.
- 3.2 Authority to seek reference from yours (tender) bankers and current bank statement for the last six months
- 3.2 Authenticity of the tender security from the issuing bank.
- 3.3 Evaluation of the tendered price competitiveness amongst bidders.

NOTE: Bidders who are successful at preceding stages of evaluation and offer acceptable delivery schedules will have their prices compared and award recommended to the lowest evaluated responsive bid.

SECTION VI DESCRIPTION OF SERVICES

Notes for preparing technical specifications

A set of precise and clear description of the services required is a prerequisite for tenderers to respond realistically and competitively to requirements of the KTRH without qualifying their tenders, the specifications should require that all goods and services to be incorporated be new, and of the most recent improvements – in design and materials unless otherwise provided for in the contract.

Samples of specifications from previous similar procurement are useful in their respect.

Care must be taken in describing the services to ensure that they are not restrictive. In the description of services describing the services recognized national or international standards should be used as much as possible. Where other particular standards are used, the description should state the services that meet other authoritative standards and which ensure at least a substantially equal quality than other standards mentioned will also be acceptable.

This part will include any deliverables under the service contract.

SECTION V: PRICE SCHEDULE FOR SERVICE

PRICE SCHEDULE FOR SERVICE

EQUIPMENT SUPPLY FOR 10KW GRIDTIED SOLAR SYSTEM WITH BATTERY BACK UP SYSTEM

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.00	Supply and install the following as per the particular technical specifications or equal and approved:				
	a. 250Wp solar monocrystalline photovoltaic module or equal and approved	No.	44		
	b. 24v 2400Ah gel batteries or equal and approved	No.	2		
	c. 10 KVA True sine wave three phase grid tied inverter or equal and approved	No.	1		
	d. 4 KVA True sine wave grid interactive inverter/charger or equal and approved	No.	3		
	e. Communication Devices for the Solar PV & Inverters	item	2		
2.00	D.C Cabling- Solar Array and Inverter				
	a. Supply and install 2 core 6sqmm UV resistant pvc cable from solar PV array to the DC combiner box complete with cable lugs and glands	Lm	150		
	b. Supply and install 2 core 6sqmm UV resistant pvc cable from DC combiner box to the grid inverter complete with cable lugs and glands	Lm	60		
	c. 6 way DC Combiner box complete with fuses	Item	1		
3.00	D.C Cabling- Inverter Charger and Battery Bank				
	a. Supply and install 2 core 70sqmm cables from the inverter charger to a DC combiner box complete with cable lugs and glands	Lm	60		

	<p>b. Supply and install 2 core 70sqmm cables from the DC combiner box to a battery bank complete with cable lugs and glands</p> <p>c. 6 way DC combiner box complete with fuses</p> <p>TOTAL TO BE CARRIED TO NEXT PAGE</p>	Lm	60		
		item	1		
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
4.00	<p>Total Brought forward</p> <p>AC Cabling</p> <p>a. Supply and install 5 core 16sqmm cables between the solar grid inverter and the inverter charger</p> <p>b. Supply and install 5 core 16sqmm cables from the inverter charger to an AC combiner box</p> <p>c. 6 way AC combiner box complete with Circuit Breakers</p> <p>d. Supply and install 5 core 16sqmm cable from the C combiner box to a manual bypass switch</p> <p>e. Supply and install 5 core 16sqmm cable from the manual bypass switch to the consumer unit</p> <p>f. Supply and install 125A SPN Isolators</p>	Lm	40		
		Lm	40		
		Item	1		
		Lm	30		
		Lm	30		
		No.	4		
5.00	<p>Solar PV Support System</p> <p>a. Supply and install solar PV ground/roof mounted system to carry the 250Wp PV modules at an angle of 15° consisting of aluminium rails, intermodule clamps and end clamps to secure the panels on the rails</p> <p>b. Any other item required to complete the installation of the system above</p> <p>c. Allow for fixing and mounting the modules onto the module support</p>	Item	2		
		Item	1		
		Item	1		

6.00	Battery Rack				
	a. Supply and install a battery rack to carry 2 No. 24V 2400Ah batteries	Item	2		
7.00	Cable Tray and Trunking				
	a. Supply and install galvanized cable tray with mounting brackets to be installed at 1m interval	Lm	50		
	b. Supply and install 2 compartment powder coated trunking with all necessary accessories	Lm	50		
	TOTAL TO BE CARRIED TO NEXT PAGE				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Total Brought forward				
8.00	Earthing and Bonding				
	a. Supply and install 16sqmm single core copper cable PVC sheathed for earthing and bonding of solar PV array support system with the combiner boxes	Lm	90		
	b. Supply and install Earth Rod complete with clamp	item	1		
	c. Supply and install Lightning Arrestors complete with accessories	item	1		
9.00	Allow for testing of the whole installation to the satisfaction of the electrical Engineer	item	1		
10.00	Allow for Miscellaneous	item	1		
	SUB TOTAL				
	16% VAT				
	GRAND TOTAL				

Signature of tenderer _____

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

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 KTRH 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 KTRH 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 KTRH and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorisation form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

SECTION VI - 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

FORM OF TENDER

Date _____

Tender No. _____

To: _____

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 deliver, install and commission (..... *(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 *KTRH*

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 _____

CONTRACT FORM

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

WHEREAS the KTRH 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 KTRH’s Notification of Award.
3. In consideration of the payments to be made by the KTRH to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the KTRH to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The KTRH 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 KTRH) Signed,

sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

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 addressTel 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.....

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details																				
	<p style="text-align: center;">Part 2 (b) – Partnership</p> Given details of partners as follows <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship details</th> <th style="text-align: left;">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.																		
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> 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" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship details</th> <th style="text-align: left;">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.....																				

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 KTRH](hereinafter called “the Bank”)are bound unto..... [name of

KTRH](hereinafter called “the KTRH”) in the sum of

for which payment well and truly to be made to the said KTRH, 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 KTRH 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 KTRH up to the above amount upon receipt of its first written demand, without the KTRH having to substantiate its demand, provided that in its demand the KTRH 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]

PERFORMANCE SECURITY FORM

To:

[name of the KTRH]

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]

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 KTRH 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 KTRH 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 there under or of any of the Contract documents which may be made between the KTRH 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]

LETTER OF NOTIFICATION OF AWARD

Address of KTRH

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20..... BETWEEN
..... APPLICANT ANDRESPONDENT (*KTRH*)

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

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