

**BANKI
KUU
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KENYA**



**CENTRAL
BANK OF
KENYA**

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TENDER NO. CBK/47/2018-2019

**FRAMEWORK CONTRACT FOR SUPPLY AND DELIVERY OF
FRUITS & VEGETABLES 'AS AND WHEN REQUIRED' FOR
ONE (1) YEAR FOR KENYA SCHOOL OF MONETARY
STUDIES**

(RESERVED FOR WOMEN)

**CLOSING DATE: 15TH JANUARY 2019
AT 10:30A.M**

GUIDELINES IN PREPARATION OF BID DOCUMENT

In preparing the bid document in response to the tender, bidders are advised to note the following:

1. **Section I – Invitation to Tender.** This section gives guidelines on how and where to seek further clarification pertaining to the tender document; the form and amount of Tender Security required; where and when the tenders should be submitted; and place where tenders will be opened.
2. **Section II – Instruction to Tenderers.** This section guides tenderers basically on how to prepare their bid and how the tendering process will be carried out upto to the award stage including notification of award to the successful bidder. “Appendix to Instruction to Tenderers” customizes clauses under Section II. Wherever there is a conflict between the provisions of the Instructions to Tenderers under Section II and the provisions of the appendix, the provisions of the appendix prevail.
3. **Evaluation Criteria:** This gives information on how the tender will be evaluated. Tenderers should be able to evaluate their bids before submission to determine in advance whether they meet the requirement of the bid or not. Through the evaluation criteria bidders will be able to note all the required documents that should be attached to the bid document.

Checklist of Document Forming the Bid Document:

No.	Documents forming part of the bid	Remarks
1	The main sections of the tender document that includes Section I – Invitation to Tender; Section II – Instruction to Tenderers, including Appendix to Instruction to Tenderers; and section III – General Conditions of the Contract, including Special Conditions of Contract	These Sections remain as they are in the tender document.
2	Copy of Certificate of Incorporation or Business Registration Certificate	
3	Copy of tax compliance certificate valid at least upto the date of tender opening	
4	Copy of valid AGPO certificate; Women Category	
5	No Tender Security is required for this tender	
6	Financial proposal containing priced schedules	
7	Duly filled and signed Form of Tender in the format provided in the tender document	
8	Dully filled and signed Confidential Business Questionnaire in the form or format provided in the tender document	
10	Provide ALL ITEMS detailed in T1 – T6	
11	Duly filled and signed Tender Securing Declaration Form	
12	Bid document to be serialized/ paginated on all pages and bound	

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SECTION I: - INVITATION TO TENDER

1. The Central Bank of Kenya invites bidders to submit sealed tenders from eligible firms for **Framework Contract for the Supply and delivery of Fruits and Vegetables (Reserved for women)** on a “As and When required basis” For One (1) Year.
2. Further information as pertains to this tender may be obtained during working hours (Monday to Friday) between 9:00 am and 5:00 pm using the following address: **Ag. Director, General Services Department, Central Bank of Kenya, Haile Selassie Avenue, Nairobi, Tel: +254 20 2861000/2860000, Email: supplies@centralbank.go.ke**
3. A complete set of tender document containing detailed information may be obtained from Central Bank of Kenya website www.centralbank.go.ke and the IFMIS website www.supplier.treasury.go.ke OR at the Head Office, along Haile Selassie Avenue, General Services Department on 5th Floor **for free**
4. Prices quoted should be inclusive of all taxes and delivery costs and must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender.
5. **No Tender Security** is required for this tender.
6. Completed Tender Securing Declaration Form in the form provided in this tender document, signing and stamping.
7. Completed Tender Documents in plain sealed envelopes **marked with the tender number and title** should be deposited in **the Green Tender Box No. 3** located at the **main entrance to the CBK Building** on Haile Selassie Avenue before **15TH JANUARY 2019 at 10.30am** .
8. Tenders will be opened immediately thereafter, i.e. on **15TH JANUARY 2019 at 10.30am** in the presence of the tenderers representatives who may choose to attend the opening at the **Central Bank of Kenya Head Office, GSD Conference Room on 5th Floor.**

Ag. DIRECTOR, GENERAL SERVICES DEPARTMENT

SECTION II: - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

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

2.2. Eligible Goods

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

2.3. Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Bank, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

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

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

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

2.5. Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Bank in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Bank. 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 Bank shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6. Amendment of Documents

- 2.6.1 At any time prior to the deadline for submission of tenders, the Bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Bank, 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 Bank, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8. Documents Comprising of Tender

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

2.9. Tender Forms

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

2.10. Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

2.11. Tender Currencies

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

2.12. Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderer's 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 Central Bank of Kenya satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to The Central Bank of Kenya satisfaction;
 - (a) That, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
 - (b) That the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (c) That, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13. Goods Eligibility and Conformity to Tender Documents

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract.
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) A detailed description of the essential technical and performance characteristic of the goods;
 - (b) A list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Bank; and
 - (c) A clause-by-clause commentary on The Central Bank of Kenya Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14. Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

- 2.14.3 The tender security is required to protect the Bank 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 or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Bank and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Bank 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 Bank.
- 2.14.7 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
- 2.14.8 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity specified by the Bank 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 2.29 or
 - (ii) To furnish performance security in accordance with paragraph 2.30

2.15. Validity of Tenders

- 2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Bank, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Bank as non-responsive.
- 2.15.2 In exceptional circumstances, the Bank 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended 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 Bank at the address given in the Invitation to tender:
 - (b) Bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **15TH JANUARY 2019 at 10.30a.m.**
- 2.17.3 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".
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Bank 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 Bank at the address specified under paragraph 2.17.2 no later than **15TH JANUARY 2019** at 10.30am
- 2.18.2 The Bank 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 Bank and candidates previously subject to the deadline will therefore be subject to the deadline as extended

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 Bank 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
- 2.19.5 The Bank may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The Bank 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.

2.20. Opening of Tenders

- 2.20.1. The Bank will open all tenders in the presence of tenderers' representatives who choose to attend, on **15TH JANUARY 2019** at 10.30am and in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a 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 Bank, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3. The Bank 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 Bank 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 Bank in the Bank's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

2.22. Preliminary Examination

2.22.1 The Bank 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 quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail.

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

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Bank will 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 Bank and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23. Conversion to Single Currency

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

2.24. Evaluation and Comparison of Tenders

2.24.1 The Bank will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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

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

2.25. Preference

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

2.26 Contacting the Bank

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

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

2.27. Award of Contract

a). Post-qualification

2.27.1 In the absence of pre-qualification, the Bank 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.

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

2.27.3 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 Bank will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

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

c) Procuring entity's Right to Vary quantities

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

d) The Bank's Right to Accept or Reject Any or All Tenders

2.27.6 The Bank 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 Central Bank of Kenya action

2.28. Notification of Award

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

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, the Bank will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29. Signing of Contract

2.29.1 At the same time as the Bank notifies the successful tenderer that its tender has been accepted, the Bank will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 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.

2.29.3. Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Bank.

2.30. Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Bank, 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 Bank.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.29 or paragraph 2.30 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Bank may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31. Corrupt or Fraudulent Practices

2.31.1 The Bank requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations; the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition;

2.31.2. The Bank 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.

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.11.1	Particulars of eligibility and qualifications documents of evidence required. (a) Certificate of incorporation/registration (b) Tax compliance certificate (c) Company Profile using Business Questionnaire (d) Valid Certificate of Registration under the Access to Government Procurement Opportunities (AGPO) <u>WOMEN</u> Category
2.14.1	No tender security is required, however, bidders will be required to completed Tender Securing Declaration Form in the form provided in this tender document
2.18.1	Tender closing date; 15TH JANUARY 2019 at 10.30am
2.20.1	As in 2.18.1 above
2. 27.5	The Quantities indicated in the schedule of requirements are only estimates for one (1) year.

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

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

3.2. Application

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

3.3. Country of Origin

- 3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.
- 3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4. Standards

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

3.5. Use of Contract Documents and Information

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

- 3.5.2 The tenderer shall not, without The Central Bank of Kenya prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Bank and shall be returned (all copies) to the Bank on completion of the Tenderer's performance under the Contract if so required by the Bank

3.6. Patent Rights

- 3.6.1 The tenderer shall indemnify the Bank against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the procuring entity's Studies country

3.7. Performance Security

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Bank the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the Bank as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Bank and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Bank, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the Bank and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

3.8. Inspection and Tests

- 3.8.1 The Bank or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Bank shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Bank.

- 3.8.3. Should any inspected or tested goods fail to conform to the Specifications, the Bank may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Bank.
- 3.8.4 The Central Bank of Kenya right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Bank or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9. Packing

- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10. Delivery and Documents

- 3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Bank in its Schedule of Requirements and the Special Conditions of Contract

3.11. Insurance

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

3.12. Payment

- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract
- 3.12.2 Payments shall be made promptly by the Bank as specified in the contract

3.13. Prices

- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 3.13.4 Price variation request shall be processed by the Bank within 30 days of receiving the request.

3.14. Assignment

- 3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with The Central Bank of Kenya prior written consent

3.15. Subcontracts

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

3.16. Termination for default

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

3.17. Liquidated Damages

- 3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the Bank shall, without prejudice to its other remedies under the contract, deduct from

the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18. Resolution of Disputes

3.18.1 The Bank and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19. Language and Law

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

3.20. Force Majeure

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

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

REFERENCE GCC	OF	SPECIAL CONDITIONS OF CONTRACT
3.7.1		Performance Security, where applicable, will be 10% of Contract price inform of a Bank guarantee from a reputable
3.12.1		Payment of the contract will be made to the contractor on completion of Supply, Inspection and acceptance of the Goods. Price adjustments will not be allowed. Payment shall be made within one month following the receipt of the invoice and signed certificate/delivery note by the Bank representative.
3.18.1		If any Dispute arises out of this Agreement, the Dispute shall be referred to the Representatives, who shall seek in good faith to resolve the Dispute within thirty (30) days of the issue being referred, escalating it within their respective companies as necessary for this purpose. Any dispute that may not be resolved by the parties may be referred to a Court of Law of competent jurisdiction in Kenya for settlement. The Kenyan Court shall have exclusive jurisdiction to resolve any dispute relating to this agreement.
3.19		The contract shall be governed by the laws of Kenya

SECTION V: TECHNICAL SPECIFICATIONS

5.1 General

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

SECTION VI: - PARTICULARS

REQUIREMENTS FOR ONE (1) YEAR

S/N	ITEM DESCRIPTION	UNIT OF ISSUE	ESTIMATED QUANTITY	UNIT COST (KSHS) PER KG	REMARKS
1	Cereals Garden Peas shelled	Per Kg	1500kgs		
2	Cereals Green Maize - Soft sorted	Per Kg	200kgs		
3	Cereals Muthokoi	Per Kg	200kgs		
4	Cereals Shelled Maize	Per Kg	500kgs		
5	Fruits Apples Green	Per Kg	1500kgs		
6	Fruits Apples Red	Per Kg	1500kgs		
7	Fruits Avocados	Per Kg	300kgs		
8	Fruits Black Passion	Per Kg	300kgs		
9	Fruits Grapes-green	Per Kg	200kgs		
10	Fruits Grapes-red	Per Kg	500kgs		
11	Fruits Goose berries	Per Kg	500kgs		
12	Fruits Imported pears	Per Kg	500kgs		
13	Fruits Imported Oranges	Per Kg	10000kgs		
14	Fruits Kampala Bananas	Per Kg	3000kgs		
15	Fruits Kiwi Fruits	Per Kg	500kgs		
16	Fruits Lemon	Per Kg	1000kgs		
17	Fruits Local Oranges	Per Kg	600kgs		
18	Fruits Mangoes	Per Kg	1500kgs		
19	Fruits Pawpaw	Per Kg	1000kgs		
20	Fruits Pineapples-Kakuzi / Delmonte	Per Kg	35,000kgs		
21	Fruits Strawberries	Per Kg	600kgs		
22	Fruits Sweet Bananas	Per Kg	1000kgs		
23	Fruits Sweet Melon	Per Kg	1500kgs		
24	Fruits Water Melon	Per Kg	40,000kgs		
25	Fruits Tangerine	Per kg	600kgs		
26	Fruits tamarind	Per kg	100kgs		
27	Fruits Yellow Passion	Per Kg	200kgs		
28	Vegetables Arrow Roots-selected	Per Kg	6000kgs		
29	Vegetables Asparagus Fresh	Per Kg	500kgs		
30	Vegetables Babymarrows	Per Kg	3000kgs		
31	Vegetables Beans Sprout	Per Kg	500kgs		
32	Vegetables Beet Roots	Per Kg	600kgs		
33	Vegetables Broccoli Fresh	Per Kg	4500kgs		
34	Vegetable Butternut	Per Kg	300kgs		
35	Vegetables Carrots-clean	Per Kg	9000kgs		
36	Vegetables Cauliflower Fresh	Per Kg	4000kgs		
37	Vegetable cassava-sorted	Per kg	200kgs		
38	Vegetables Celery Fresh	Per Kg	600kgs		
39	Vegetables Chinese Cabbage Fresh	Per Kg	300kgs		
40	Vegetables Chives Fresh	Per Kg	200kgs		
41	Vegetables Cowpeas	Per Kg	400kgs		

S/N	ITEM DESCRIPTION	UNIT OF ISSUE	ESTIMATED QTY	UNIT COST (KSHS) PER KG	REMARKS
42	Vegetables Cherry Tomatoes	Per Kg	200kgs		
43	Vegetables Cucumbers Fresh	Per Kg	3500kgs		
44	Vegetables Dhania Fresh	Per Kg	500kgs		
45	Vegetable Dill Fresh	Per Kg	200kgs		
46	Vegetable Fresh Basil	Per Kg	200kgs		
47	Vegetables Egg Plant Fresh	Per Kg	1000kgs		
48	Vegetables Fennel Fresh	Per Kg	500kgs		
49	Vegetable French Beans fresh	Per Kg	3000kgs		
50	Vegetable Fresh mint	Per Kg	200kgs		
51	Vegetables Fresh Chilli	Per Kg	300kgs		
52	Vegetable Fresh herbs	Per Kg	400kgs		
53	Vegetables Garlic	Per Kg	1200kgs		
54	Vegetables Ginger	Per Kg	600kgs		
55	Vegetables Green Pepper Fresh	Per Kg	1600kgs		
56	Vegetables Hard Lettuce Fresh	Per Kg	2000kgs		
57	Vegetables Kahurura Fresh	Per Kg	300kgs		
58	Vegetables Kunde Fresh	Per Kg	800kgs		
59	Vegetables Leeks Fresh	Per Kg	800kgs		
60	Vegetable Lemon Grass Fresh	Per Kg	100kgs		
61	Vegetable Lollo Rosso Green Fresh	Per Kg	300kgs		
62	Vegetable Lollo Rosso Red Fresh	Per Kg	300kgs		
63	Vegetables Managu Fresh	Per Kg	5000kgs		
64	Vegetables Matoke	Per Kg	4000kgs		
65	Vegetables Mchicha Fresh	Per Kg	2000kgs		
66	Vegetables Meru Yams	Per Kg	500kgs		
67	Vegetables Methi Fresh	Per Kg	200kgs		
68	Vegetables Murenda Fresh	Per Kg	500kgs		
69	Vegetables Mushrooms Fresh	Per Kg	1200kgs		
70	Vegetables Okra Fresh	Per Kg	500kgs		
71	Vegetables Onions Red	Per Kg	12000kgs		
72	Vegetables Onions White	Per Kg	100kgs		
73	Vegetable Oregano	Per Kg	200kgs		
74	Vegetable Osuga Fresh	Per Kg	500kgs		
75	Vegetables Palak	Per Kg	400kgs		
76	Vegetables Parsley Fresh	Per Kg	200kgs		
77	Vegetables Potatoes White (large)- selected	Per Kg	50,000kgs		
78	Vegetables Pumpkins	Per Kg	1500kgs		
79	Vegetables Red Cabbage	Per Kg	1200kgs		
80	Vegetables Red Pepper	Per Kg	1600kgs		
81	Vegetable Red Potatoes	Per Kg	500kgs		

	ITEM DESCRIPTION	UNIT OF ISSUE	ESTIMATED QTY	UNIT COST (KSHS) PER KG	REMARKS
82	Vegetable rhubarb Fresh	Per kg	500kgs		
83	Vegetable Sage Fresh	Per Kg	300kgs		
84	Vegetables Snow Peas	Per Kg	500kgs		
85	Vegetables Soft Lettuce Fresh	Per Kg	200kgs		
86	Vegetables Spinach Fresh	Per Kg	9000kgs		
87	Vegetable Spring Onions	Per Kg	300kgs		
88	Vegetables Sukumawiki Fresh	Per Kg	9000kgs		
89	Vegetables Sweet Potatoes-selected	Per Kg	9000kgs		
90	Vegetable tarragon Fresh	Per kg	200kgs		
91	Vegetable terere Fresh	Per kg	2000kgs		
92	Vegetable Thyme Fresh	Per Kg	200kgs		
93	Vegetables Tomatoes-selected	Per Kg	18000kgs		
94	Vegetables Turnips	Per Kg	1200kgs		
95	Vegetables White Cabbage Fresh	Per Kg	8000kgs		
96	Vegetable yams	Per kg	100kgs		
97	Vegetable Yellow Daal	Per Kg	1000kgs		
98	Vegetables Yellow Pepper Fresh	Per Kg	1600kgs		

NOTE: Bidders to note that Award will be to lowest evaluated bidder (meeting specifications) per line item.

6.3. EVALUATION CRITERIA

a) MANDATORY REQUIREMENTS (MR) TO QUALIFY

The following mandatory requirements must be met notwithstanding other requirements before the applicant is qualified for further evaluation as per technical specifications:

NO	REQUIREMENTS	APPLICANT'S RESPONSE
MR1	Provide documentary evidence of the company's Certificate of incorporation/ Certificate of Registration.	
MR2	Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid at least up to the tender closing date.	
MR3	Submit a completed company's profile using the Confidential Business questionnaire format attached	
MR4	Provide a VALID copy of Access to Government Procurement Opportunities (AGPO) Certificate : Women category	
MR5	Duly filled and signed Tender Securing Declaration Form	

b) TECHNICAL EVALUATION

T	Evaluation Attribute	Weighting Score	Max Score %	Tenderer's Response
T1.	Number of years in business of supplying similar items	• 5 or more years-5 • Others, prorated	5	
T2.	Provide a list of at least 4 corporate clients and contact information to which the company has supplied similar items in the last TWO years (attach copies of LPOs/ references /contracts awarded)	□ 4 or more clients: 30 □ Others prorated at: <u>No. of clients x 30</u> 4	30	
T3.	Indicate location of business premises; Evidence of ownership/ lease agreement/ rental documents.	Evidence of title deed/lease agreement/rental receipts- 20; None-0	20	
T4.	Provide a list of at least 2 adequate distribution vehicles evidenced by ownership/leasing documents. (Must be a van/truck/pickup/lorry)	Two (2) distribution motor vehicles or more 20% Others prorated at: <u>Number of clients x20</u> 2	20	
T5.	-Provide a LIST and documentary evidence of at least two (2) employees of your business and attach copies of ID (5mks) -Attach copy of valid food handling certificate for staff(5mks) -Attach copy of valid food handling certificate for proprietor (5mks)	2 or more employees: 15% Others prorated at: <u>No. of employees' x 5</u> 2	15	
T6.	Indicate the Delivery period after confirmed Order	□ 1-2 days - 10 □ More than Two days- 0	10	
	TOTAL		100%	

N.B. The pass mark shall be 75%

c) FINANCIAL EVALUATION:

Only tenders that will **score 75% and above** on the Technical Evaluation will qualify for Financial Evaluation

Financials will be ranked and award shall be to the lowest evaluated bidder that meet specifications.

S/n	Name of Tenderers listed from the lowest to the highest tender price	Rank
1.		
2.		
3.		

Note: The Bank may carry out due diligence to confirm information provided by the bidder.

SECTION VII: STANDARD FORMS (Notes on the sample Forms)

- 7.1 **Form of Tender** - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
- 7.2 **Confidential Business Questionnaire Form** -This form must be completed by the tenderer and submitted with the tender documents.
- 7.3 **Contract Form**-The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

7.1. FORM OF TENDER

To: _____

Date _____

Tender No. _____ *[name and address of procuring entity]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply 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 *(Procuring entity)*.
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.2. 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:

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

Name	Nationality	Citizenship Details	Shares
1.....			
2.			
3.			
4.			
5			

Date Signature of Candidate.....

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

7.3. TENDER SECURITY FORM

Whereas [*name of the tenderer*](hereinafter called "the tenderer") has submitted its tender dated [*date of submission of tender*] for the supply, installation and commissioning of [*name and/or description of the equipment*] (hereinafter called "the Tender") KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called "the Bank"), are bound unto [*name of School*] (hereinafter called "the School") in the sum of for which payment well and truly to be made to the said School, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20 ____

HE 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 School 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 School up to the above amount upon receipt of its first written demand, without the School having to substantiate its demand, provided that in its demand the School 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 tender 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)

7.4. CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

7.5. TENDER-SECURING DECLARATION

[The Bidder shall complete in this Form in accordance with the instructions indicated] Date:[insert date (as day, month and year) of Bid Submission] Tender

No.[insert number of bidding process]

To:

.....
.....[insert complete name of Purchaser]

We, the undersigned, declare that:

1 We understand that, according to your conditions, bids must be supported by a Bid- Securing Declaration.

2 We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [insert number of months or years]starting on [insert date],if we are in breach of our obligation(s) under the bid conditions, because we –

(a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or

(b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,

(i) fail or refuse to execute the Contract, if required,
or

(ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.

3 We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of:

(i)our receipt of a copy of your notification of the name of the successful Bidder;
or

(ii)twenty-eight days after the expiration of our tender.

4 We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:[insert signature of person whose name and capacity are shown] in the capacity of..... [insert legal capacity of person signing the Bid Securing Declaration]

Name:.....
[insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of:

.....[insert
complete name of Bidder] Dated on day of,
..... [insert date of signing]

7.6 PERFORMANCE SECURITY FORM

To[*name of 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 of goods*] (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 figure*] 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 you 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 _____

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

7.7. BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To [*name of Bank*]

[*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 School 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 institutions*], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the School 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 School 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 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*]

7.8. MANUFACTURER'S AUTHORIZATION FORM

To [name of the School]

WHEREAS[name of the manufacturer] who are established and reputable manufacturers of..... [name and/or description of the goods] having factories at..... [address of factory] do hereby authorize..... [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No..... [reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

7.9. 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 OFFICE

8.0. FORMRB1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... APPLICANT

AND

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

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

1.

2

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on

day of20.....

SIGNED

Board Secretary

8.1. DECLARATION FORM

Date _____

To _____

=====

The tenderer i.e. (name and address) declare the following:

- _____
- a) Has not been debarred from participating in public procurement.
 - b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

_____	_____	_____
Title	Signature	Date

(To be signed by authorized representative and officially stamped)