

**BANKI
KUU YA
KENYA**



**CENTRAL
BANK OF
KENYA**

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TENDER NO. CBK/61/2017-2018

**FOR SUPPLY AND DELIVERY OF KITCHEN LINEN AND TABLE
CLOTHES FOR KENYA SCHOOL OF MONETARY STUDIES**

(CLOSING DATE: (04TH APRIL 2018)

AT 10.30 A.M

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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 Tender for Supply and Delivery of Kitchen Linen and Table Clothes at Kenya School of Monetary Studies.
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, Procurement & Logistics Services, 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 for free from Central Bank of Kenya, Kenya School of Monetary Studies websites, and IFIMIS Tender Portal www.centralbank.go.ke, www.ksms.or.ke and www.supplier.treasury.go.ke respectively. Bidders who download the tender document are advised to sign a tender register at Procurement and Logistics Services Department on 5th Floor, CBK building, along Haile Selassie Avenue, or email their contact address using email: supplies@centralbank.go.ke before the tender closing date.
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. A **Tender Security of KSh. 50,000.00** is required for this tender.
6. 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 **04th April 2018 at 10.30am**.
7. Tenders will be opened immediately thereafter, i.e. on **04th April 2018 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, DPLS Conference Room on 5th Floor**.

Ag. DIRECTOR, DEPARTMENT OF PROCUREMENT & LOGISTICS SERVICES

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
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

- 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 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," **04th April 2018 at 10.30a.m.**
- 2.14.3 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".
- 2.14.4 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 **04th April 2018 at 10.30a.m.**

- 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 **04th April 2018 at 10.30a.m.** 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 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 Central Bank of Kenya determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5. If a tender is not substantially responsive, it will be rejected by the 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.

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 (b) Tax compliance certificate (c) Company Profile using Business Questionnaire
2.14.1	Provide a bid bond (Tender Security) of Ksh. 50,000.00 issued by a reputable bank or insurance firms approved by Public Procurement Regulatory Authority (PPRA) of Kenya.
2.18.1	04th April 2018 at 10.30a.m
2.20.1	As in 2.18.1 above

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 OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	Performance Security, where applicable, will be 5% of Contract price inform of a Bank guarantee from a reputable bank.
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
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

4.3 Defects

The contractor/Supplier shall make good at his own expense any defects, shrinkage, and other faults which may appear within 6 months from the completion of the works arising in the opinion of the Bank from poor quality of materials or bad workmanship.

4.4 Samples and Tests

The Supplier shall arrange for and furnish the Bank, samples of all materials that may be required, goods or workmanship and perform any tests that may be called for by the Bank for approval. Any samples and tests approved by the Bank shall be deemed to represent the minimum standard for the part of the Works to which apply.

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.

5.0 SOFT FURNISHINGS GENERAL SPECIFICATIONS

Soft furnishings will be similar to the attached specification. Supplier to enclose the specification of any alternatives where applicable.

5.1 FABRIC PROPERTIES

1. Abrasion

Fabrics to withstand frequent abrasion.

2. Composition

Fabrics to be 60% cotton, 40% polyester.

3. Thread count

Fabrics should have a minimum thread count of 300.

4. Colourfastness to light

Fabrics should have a minimum rating of 4 regardless of end use. Adorn upholstery fabrics should have a rating of 4-5.

5. Colourfastness to wet and dry crocking/rubbing

Fabrics to have dry crocking Grade 4 minimum and wet crocking Grade 3 minimum. Adorn upholstery fabrics to have a rating of 4-5 for both dry and wet crocking /rubbing.

6. Pilling

Fabric should meet grade 4 minimum. Adorn upholstery fabrics to have a pilling rating of 4-5.

7. Colour fastness to perspiration

Adorn upholstery fabrics to have a rating of 4-5.

8. Flammability

BS 7176:1995 is to be used to test flammability. BS 7176:1995 is a performance standard based on BS 5852, but with three additional parameters: -watersoak procedure, predictive and hazard categories.

9. Shrinkage and stretching

All fabrics to be prewashed to avoid future shrinking or stretching.

The industry accepts a 3% change in fabric length in the event of shrinkage or stretching.

10. Defects

All items to be free from defective holes, stitching defects, stains and observable defects.

11. Colour

The fabric to be in the colours which will be agreeable between the Employer, Interior designer and the Supplier.

12. Design

The type of fabric to be used should be suitable for the soft furnishing. The fabric should complement the furniture designs. The design of each item should resemble the attached samples in the specification.

13. Workmanship

Loose threads should be cut off. All stitches should appear tidy and even unless they are for design purposes. All works to be done to detail. Where two fabrics are used, the two should have the same fibre composition. For instance a cotton fabric should have a cotton lining. Patterned fabrics should be matched to ensure design flow. The fabric to be used for the manufacture of soft furnishings shall conform to Constructional and performance requirements prescribed in the specification.

The fabric used for bands, linings, frills tying tapes etc. and which may be used to decorate, reinforce and strengthen the soft furnishings shall be made from finished cotton or 65/35 polyester cotton fabric having a mass not less than 120 mg/ metre squared. The colour of the fabric shall match with the colour of those components.

A Sample of every item shall be submitted for approval before an order is placed or manufacture commences. Approved samples shall be used as standards of finish and workmanship.

14. cleaning and usage (clean ability)

Soft furnishings shall be easy to clean. The fabrics are to be inherently antimicrobial and mildew resistant. The fabrics are to be stain and water repellent (not necessarily waterproof). In short, the materials used shall promote easy maintenance and usage.

Cleaning instructions must be displayed with the fibre composition description. Dry clean only or washable items are to be well labelled.

15. Packing and marking

Packing

Each item shall be packed in a bag or box in accordance with the Kenyan law.

Marking

The following information shall be marked or labelled legibly and indelibly on each individual package:

- a) Name of the product.
- b) Size of the product.
- c) Name and address of the manufacturer.
- d) Brand name if any.
- e) Batch identification mark.

HOSTELS

SCHEDULE

5.2. PARTICULARS

5.2.1 – Table 1

SOFT FURNISHINGS SCHEDULE FOR KENYA SCHOOL OF MONETARY STUDIES (KSMS) APARTMENT							
KITCHEN & TABLE LINEN							
LOT 1 - STANDARD SUITE							
AREA	CODE	ITEM	DESCRIPTION/SPECIFICATION	UNIT	QTY	UNIT COST	TOTAL COST
ROOM	TP	Table place mats	530x370mm place mats	Pcs	432		
LOT 2 - DELUXE SUITE							
AREA	CODE	ITEM	DESCRIPTION/SPECIFICATION	UNIT	QTY	UNIT COST	TOTAL COST
DINING	TP	Table place mats	530x370mm place mats	Pcs	48		
KITCHEN	DT	Kitchen dish towels	508x762mm cotton towels	Pcs	80		
	PH	Pot holder Gloves	Kitchen Heat Resistant Cotton Glove Pot Holder	Pairs	32		
			TOTAL COST INCLUSIVE OF VAT				
LOT 3 - JUNIOR SUITE							
AREA	CODE	ITEM	DESCRIPTION/SPECIFICATION	UNIT	QTY	UNIT COST	TOTAL COST
DINING	TP	Table place mats	530x370mm place mats	Pcs	64		
KITCHEN	DT	Kitchen dish towels	508x762mm cotton towels	Pcs	80		
	PH	Pot holder Gloves	Kitchen Heat Resistant Cotton Glove Pot Holder	Pairs	32		
			TOTAL COST INCLUSIVE OF VAT				

DRAWINGS



- NOTES**
1. ALL DIMENSIONS MUST BE CHECKED ON SITE BY THE CONTRACTOR BEFORE WORK COMMENCES.
 2. ALL R.C. COLUMNS, SLABS, FOUNDATIONS AND ROOF STRUCTURES TO STRUCTURAL ENGINEER'S DETAILS.
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REVISIONS			
No.	date	description	By

CLIENT: KENYA SCHOOL OF MONETARY STUDIES
P.O. BOX 65041-00618
NAIROBI

PROJECT: PROPOSED REMODELLING OF EXISTING RESIDENTIAL HOUSES
Plot L.R. No.: 7878/6

Drng. Title: FURNITURE LAYOUT - Ground Floor-king size bed, Ground Floor-single beds

CONSULTANTS

Interior Designers
dimensions
Architects & Interior Designers
P.O. BOX 55050 - 00255, City Sq
NAIROBI
Tel: 011-254 255 00000
Email: info@dimensionskenya.com

Architect: APRIM CONSULTANTS

Structural Engineers

Mechanical/

Electrical Engineers

Quantity Surveyors

SCALE: 1:100

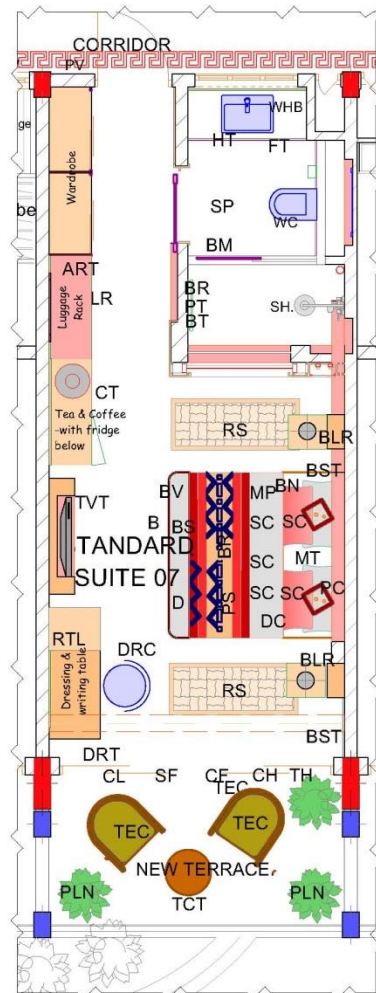
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Drawn by: V.A. **Checked by:** C.S.

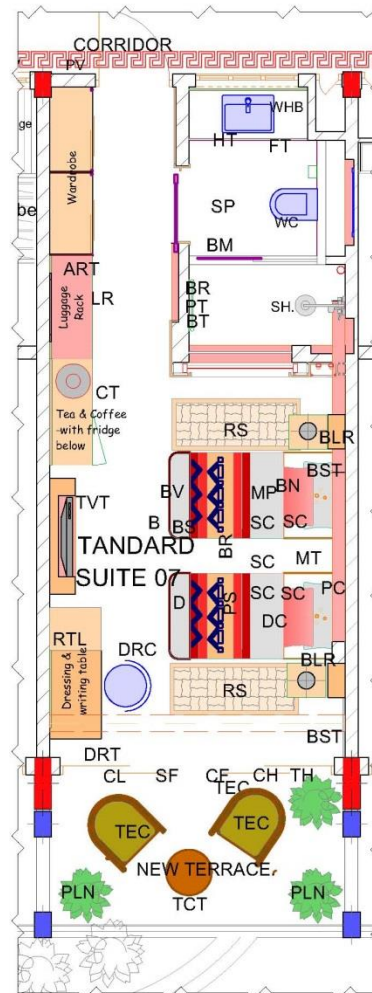
Date: Friday, October 6, 2017







FURNITURE LAYOUT STANDARD ROOM-DOUBLE BED 1:50



FURNITURE LAYOUT STANDARD ROOM-SINGLE BED 1:50

No.	NOTES
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CLIENT: KENYA SCHOOL OF MONETARY STUDIES
P.O. BOX 65041-00618
NATROBI.

PROJECT: PROPOSED REMODELLING OF EXISTING RESIDENTIAL HOUSES
Plot L. R. No. : 7878/6

Org. Title:
FURNITURE LAYOUT -
STANDARD ROOM-SINGLE BED, STANDARD ROOM-DOUBLE BED
FURNITURE LAYOUT

CONSULTANTS

Interior Designers
Dimensions interiors limited
P.O BOX 10469 00100, 01652154 (017728508)
Tel: +254 (0) 27728491/4
NATROBI
E mail: info@dimensionsinteriors.com

Architect
ARPRIM CONSULTANTS

Structural Engineers

Mechanical/

Electrical Engineers

Quantity Surveyors

SCALE 1:50 Job no.

Org. no.
FURNITURE LAYOUT

Drawn by V.A.	Checked by	Revision
Friday, October 6, 2017		Sheet No. 21

APARTMENTS SCHEDULES

5.2.2 - Table 2

SOFT FURNISHINGS SCHEDULE FOR KENYA SCHOOL OF MONETARY STUDIES (KSMS) APARTMENTS									
KITCHEN & TABLE LINEN									
GROUND FLOOR(TWO BEDROOMED)									
AREA	CODE	ITEM	DESCRIPTION/SPECIFICATION	UNIT	QTY 1 NO. UNIT	QTY (4 NO. UNITS	UNIT COST	TOTAL COST	COMPANY
DINING	TC	Table top cloth	For a 1500mm dia round table	Pcs	1	4			
	TC	Table under cloth	For a 1500mm dia round table	Pcs	2	8			
	TR	Table runner	For a 1500mm dia round table	Pcs	2	8			
	TP	Table place mats	530x370mm place mats	Pcs	8	32			
KITCHEN	DT	Kitchen dish towels	508x762mm cotton towels	Pcs	5	20			
	PH	Pot holder Gloves	Kitchen Heat Resistant Cotton Glove Pot Holder	Pairs	2	8			
			TOTAL COST EXCLUSIVE OF VAT						
			16% VAT						

			TOTAL COST INCLUSIVE OF VAT						
SOFT FURNISHINGS SCHEDULE FOR KENYA SCHOOL OF MONETARY STUDIES (KSMS) SAMPLE APARTMENT									
KITCHEN & TABLE LINEN									
FIRST FLOOR(THREE BEDROOMED APARTMENTS TYPE 01)									
AREA	CODE	ITEM	DESCRIPTION/SPECIFICATION	UNIT	QTY (1 NO. UNIT)	QTY (4 NO. UNITS)	UNIT COST	TOTAL COST	COMPANY
DINING	TC	Table top cloth	For a 1500mm dia round table	Pcs	1	4			
	TC	Under cloth	For a 1500mm dia round table	Pcs	2	8			
	TR	Table runner	For a 1500mm dia round table	Pcs	2	8			
	TP	Table place mats	530x370mm place mats	Pcs	8	32			
KITCHEN	DT	Kitchen dish towels	508x762mm cotton towels	Pcs	5	20			
	PH	Pot holder Gloves	Kitchen Heat Resistant Cotton Glove Pot Holder	Pairs	2	8			
			TOTAL COST EXCLUSIVE OF VAT						
			16% VAT						
			TOTAL COST INCLUSIVE OF VAT						

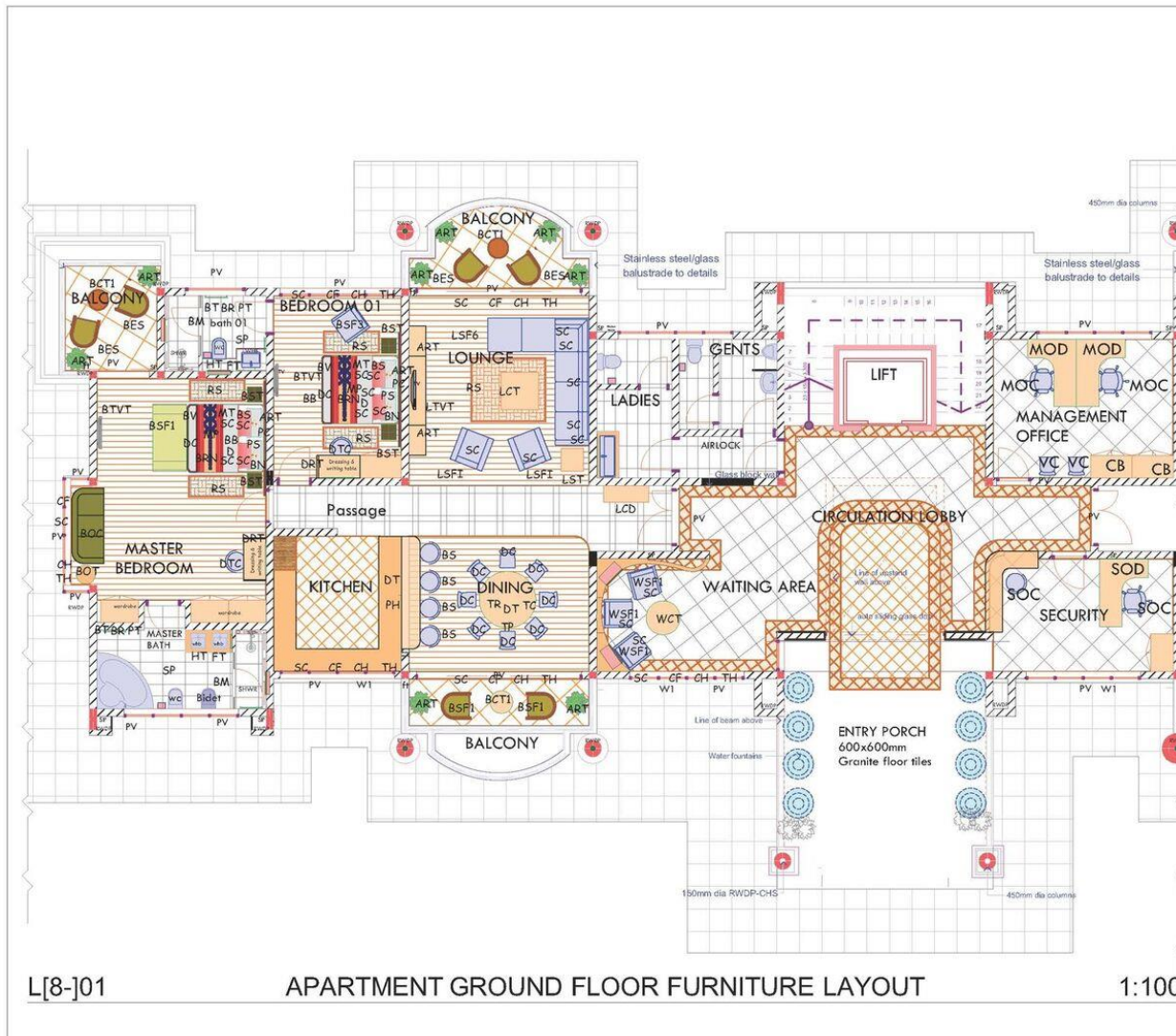
SOFT FURNISHINGS SCHEDULE FOR KENYA SCHOOL OF MONETARY STUDIES (KSMS) SAMPLE APARTMENT									
KITCHEN & TABLE LINEN									
SECOND & THIRD (ONE BEDROOMED TYPE 01)									
AREA	CODE	ITEM	DESCRIPTION/SPECIFICATION	UNIT	QTY (1 NO. UNIT)	QTY (4 NO. UNITS)	UNIT COST	TOTAL COST	COMPANY
DINING	TP	Table place mats	530x370mm place mats	Pcs	6	24			
KITCHEN	DT	Kitchen dish towels	508x762mm cotton towels	Pcs	5	20			
	PH	Pot holder Gloves	Kitchen Heat Resistant Cotton Glove Pot Holder	Pairs	2	8			
			TOTAL COST EXCLUSIVE OF VAT						
			16% VAT						
			TOTAL COST INCLUSIVE OF VAT						

SOFT FURNISHINGS SCHEDULE FOR KENYA SCHOOL OF MONETARY STUDIES (KSMS) SAMPLE APARTMENT									
KITCHEN & TABLE LINEN									
SECOND & THIRD FLOOR(ONE BEDROOMED TYPE 02)									
AREA	CODE	ITEM	DESCRIPTION/SPECIFICATION	UNIT	QTY (1 NO. UNIT)	QTY (4 NO. UNITS)	UNIT COST	TOTAL COST	COMPANY
DINING	TP	Table place mats	530x370mm place mats	Pcs	6	24			
KITCHEN	DT	Kitchen dish towels	508x762mm cotton towels	Pcs	5	20			
	PH	Pot holder Gloves	Kitchen Heat Resistant Cotton Glove Pot Holder	Pairs	2	8			
			TOTAL COST EXCLUSIVE OF VAT						
			16% VAT						
			TOTAL COST INCLUSIVE OF VAT						

SOFT FURNISHINGS SCHEDULE FOR KENYA SCHOOL OF MONETARY STUDIES (KSMS) SAMPLE APARTMENT									
KITCHEN & TABLE LINEN									
FOURTH FLOOR(THREE BEDROOMED APARTMENTS TYPE 02)									
AREA	CODE	ITEM	DESCRIPTION/SPECIFICATION	UNIT	QTY (1 NO. UNIT)	QTY (4 NO. UNITS)	UNIT COST	TOTAL COST	COMPANY
DINING	TC	Table top cloth	For a 1800X1000mm rectangular table	Pcs	2	8			
	TC	Under cloth	For a 1800X1000mm rectangular table	Pcs	2	8			
	TR	Table runner	For a 1800X1000mm rectangular table	Pcs	2	8			
	TP	Table place mats	530x370mm place mats	Pcs	8	32			
KITCHEN	DT	Kitchen dish towels	508x762mm cotton towels	Pcs	5	20			
	PH	Pot holder Gloves	Kitchen Heat Resistant Cotton Glove Pot Holder	Pairs	2	8			
			TOTAL COST EXCLUSIVE OF VAT						
			16% VAT						
			TOTAL COST INCLUSIVE OF VAT						

SOFT FURNISHINGS SCHEDULE FOR KENYA SCHOOL OF MONETARY STUDIES (KSMS) SAMPLE APARTMENT									
KITCHEN & TABLE LINEN									
ATTIC(PENTHOUSE)									
AREA	CODE	ITEM	DESCRIPTION/SPECIFICATIO N	UNI T	QTY (1 NO. UNIT)	QTY (4 NO. UNITS)	UNIT COST	TOTA L COST	COMPAN Y
DINING	TC	Table top cloth	For a 1800X1000mm rectangular table	Pcs	2	8			
	TC	Under cloth	For a 1800X1000mm rectangular table	Pcs	2	8			
	TR	Table runner	For a 1800X1000mm rectangular table	Pcs	2	8			
	TP	Table place mats	530x370mm place mats	Pcs	8	32			
KITCHEN	DT	Kitchen dish towels	508x762mm cotton towels	Pcs	5	20			
	PH	Pot holder Gloves	Kitchen Heat Resistant Cotton Glove Pot Holder	Pairs	2	8			
			TOTAL COST EXCLUSIVE OF VAT						
			16% VAT						
			TOTAL COST INCLUSIVE OF VAT						

DRAWINGS

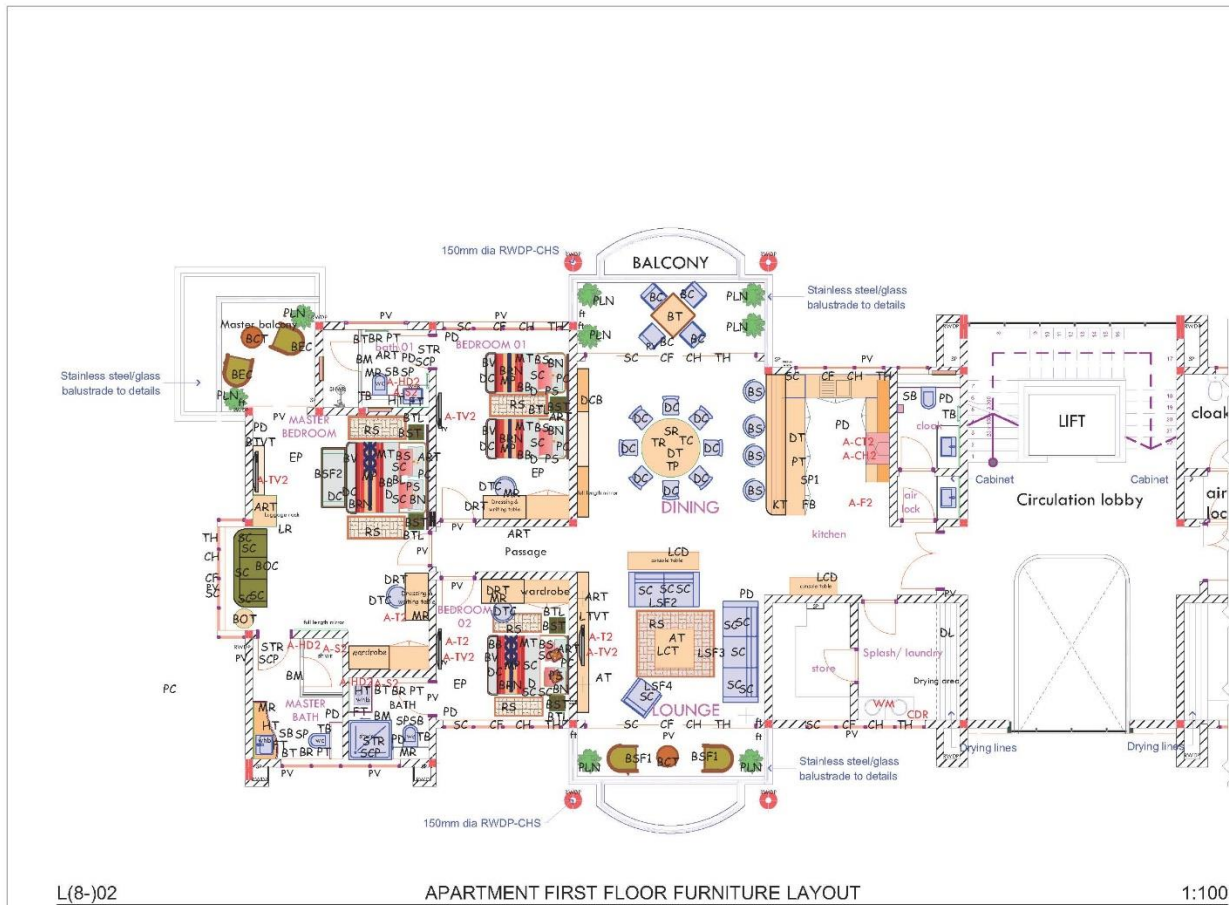


No.	NOTES
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REVISIONS		
No.	date	description

CLIENT:	KENYA SCHOOL OF MONETARY STUDIES P.O. BOX 65041-00618 NAIROBI.
PROJECT:	PROPOSED REMODELLING OF EXISTING RESIDENTIAL HOUSES Plot L.R. No.: 7878/6
Dwg. Title:	FURNITURE LAYOUT - L18-101
CONSULTANTS	Interior Designers dimensions Architects & Interior Designers P.O. BOX 55435 - 00055, Ngy 54 TEL: +254 (0) 27745054. FAX: +254 (0) 27745058 NAIROBI E mail: info@dimensionsarchitects.com
Architect	ARPRIM CONSULTANTS
Structural Engineers	
Mechanical/	
Electrical Engineers	
Quantity Surveyors	

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Dwg. No.	L18-101		
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No.	date	description

CLIENT:	KENYA SCHOOL OF MONETARY STUDIES P.O. BOX 65041-00618 NAIROBI.
PROJECT:	PROPOSED REMODELLING OF EXISTING RESIDENTIAL HOUSES Plot L.R. No. : 7878/6
Drawn Title:	FURNITURE LAYOUT - L(8)-J02
CONSULTANTS	Interior Designers Dimensions Interior Limited P.O. BOX 55459 - 00505, N.Y.S. TEL: 020-551973/050519 FAX: 020-551973/050519 E-mail: info@dimensionsinterior.com
Architect	ARPRIM CONSULTANTS
Structural Engineers	
Mechanical/	
Electrical Engineers	
Quantity Surveyors	

SCALE	1:100	200 mm
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Checked by	V.A.	Checked by C.S. Issued by
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L(8-)-03

APARTMENTS 2ND & 3RD FURNITURE LAYOUTS

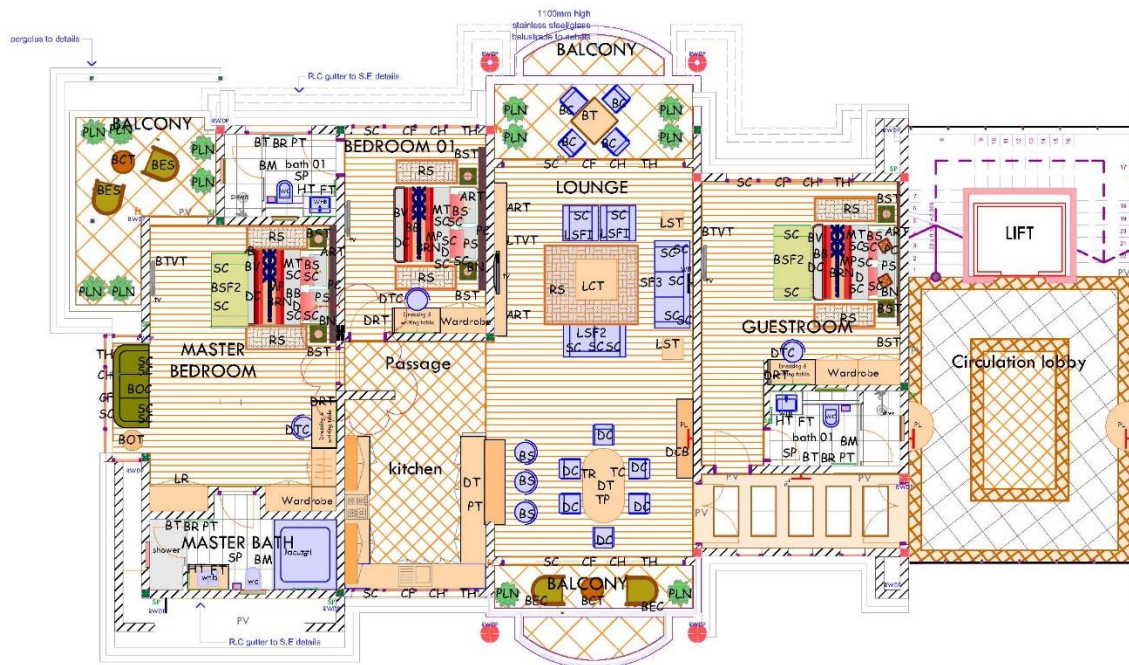
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- | No. | NOTES |
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REVISIONS			
No.	date	description	By

CLIENT: KENYA SCHOOL OF MONETARY STUDIES P.O. BOX 65941 00618 NAIROBI.
PROJECT: PROPOSED REMODELLING OF EXISTING RESIDENTIAL HOUSES Plot L.R. No.: 7878/6
CONSULTANTS Interior Designer: dimensions Architect & Interior Designer P.O. BOX 10482 NAIROBI, Kenya TEL: +254 20 7722862 FAX: +254 20 7722868 WWW.DIMENSIONSKE.COM
Architect ARPRIM CONSULTANTS
Structural Engineers
Mechanical/
Electrical Engineers
Quantity Surveyors

SCALE	1:100	Job No.	
Dwg. No. L(8-)-03			
Drawn By		Checked By	
Date	Friday, November 17, 2017	Sheet No.	A14.2

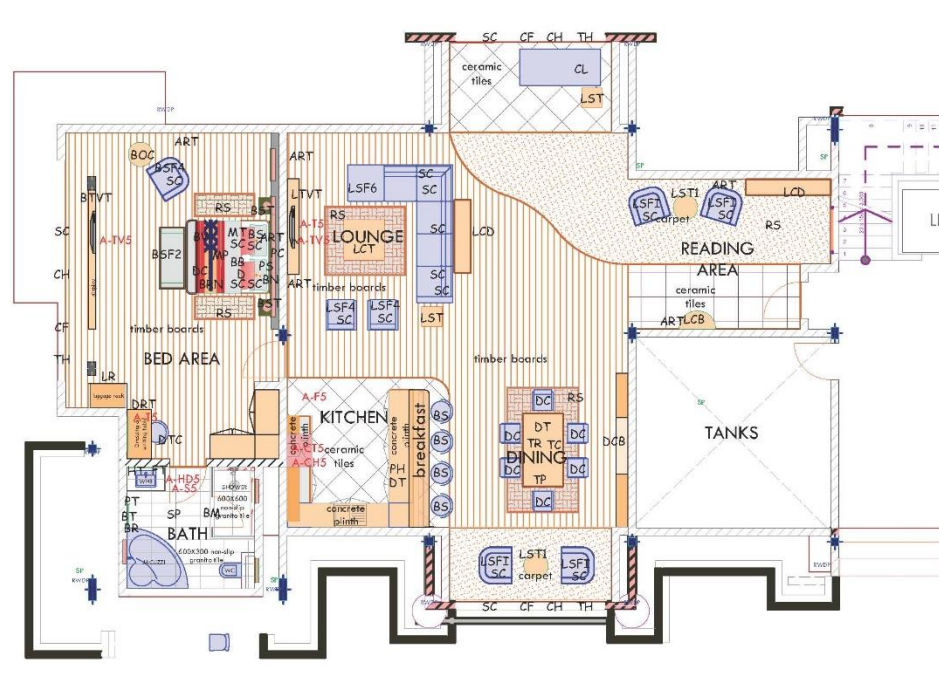


L[8-]04

APARTMENT FORTH FLOOR FURNITURE LAYOUT

1:100

No.	NOTES		
1.	ALL DIMENSIONS MUST BE CHECKED ON SITE BY THE CONTRACTOR BEFORE WORK COMMENCES.		
2.	ALL R.C. COLUMNS, SLABS, FOUNDATIONS AND ROOF STRUCTURES TO STRUCTURAL ENGINEER'S DETAILS.		
3.	FIGURED DIMENSIONS TO BE TAKEN IN PREFERENCE TO SCALING OF DRAWING.		
4.	THIS DRAWING MUST BE READ IN CONJUNCTION WITH DRAWINGS CODED THEREIN.		
5.	COPYRIGHT OF THIS DRAWING AND OF THE WORK EXCISED FROM IT IS THE PROPERTY OF THE DESIGNER.		
6.	ALL DIMENSIONS ARE IN MM UNLESS OTHERWISE STATED.		
REVISIONS			
No.	date	description	By
CLIENT: KENYA SCHOOL OF MONETARY STUDIES P.O. BOX 69041 00618 NAIROBI.			
PROJECT: PROPOSED REMODELLING OF EXISTING RESIDENTIAL HOUSES Plot L.R. No.: 7878/6			
Org. Title: FURNITURE LAYOUT - L[8-]04			
CONSULTANTS			
Interior Designers dimensions Architects & Interior Designers P.O. BOX 20489 NAIROBI, Kenya Tel: +254 (0) 254 254 254 FAX: +254 (0) 254 254 254 E mail: info@dimensionskenya.com			
Architect ARPRIM CONSULTANTS			
Structural Engineers			
Mechanical /			
Electrical Engineers			
Quantity Surveyors			
SCALE: 1:100		Job no.	
Org. No. L[8-]04			
Drawn by: A.M.		Checked by: C.S.	
Date: Friday, November 17, 2017		Revision	
		Sheet No. A/C42	



L(8-)-05

APARTMENT ATTIC FURNITURE LAYOUT

1:100

No.		NOTES					
1.		ALL DIMENSIONS MUST BE CHECKED ON SITE BY THE CONTRACTOR BEFORE WORK COMMENCES.					
2.		ALL R.C. COLUMNS, SLABS, FOUNDATIONS AND ROOF STRUCTURES TO STRUCTURAL ENGINEER'S DETAILS.					
3.		MEASURED DIMENSIONS TO BE TAKEN IN PREFERENCE TO SCALING OF DRAWINGS.					
4.		THIS DRAWING MUST BE READ IN CONJUNCTION WITH DRAWINGS CODED THEREON.					
5.		COPYRIGHT OF THIS DRAWING AND OF THE WORK EXCLUDED FROM IT IS THE PROPERTY OF THE DESIGNER.					
6.		ALL DIMENSIONS ARE IN MM UNLESS OTHERWISE STATED.					
REVISIONS							
No.		date		description		By	

RECEPTION BUILDING

SCHEDULE

SOFT FURNISHINGS SCHEDULE FOR KENYA SCHOOL OF MONETARY STUDIES (KSMS) RECEPTION BUILDING								
KITCHEN & TABLE LINEN								
RECEPTION BUILDING								
AREA	CODE	ITEM	DESCRIPTION/SPECIFICATION	UNIT	QTY (1NO. UNIT)	UNIT COST	TOTAL COST	COMPANY
COFFEE BAR	TR	Table runner	For a 750mm dia round table	Pcs	28			
	TR	Table runner	For a 1500Lx900W(mm) rectangular table	Pcs	2			
	TR	Table runner	For a 900Lx900W(mm) rectangular table	Pcs	2			
	TP	Table place mats	530x370mm place mats	Pcs	150			
KITCHEN	DT	Kitchen dish towels	508x762mm cotton towels	Pcs	20			
	PH	Pot holder Gloves	Kitchen Heat Resistant Cotton Glove Pot Holder	Pairs	10			
			TOTAL COST EXCLUSIVE OF VAT					
			16% VAT					
			TOTAL COST INCLUSIVE OF VAT					

DRAWINGS

EVALUATION CRITERIA

- **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 OR Business Certificate Registration.	
MR2	Provide copy of the company's valid current certificate of Tax compliance issued by Kenya Revenue Authority (KRA)	
MR3	Submit a completed company's profile using the confidential Business questionnaire format attached signed and stamped.	
MR4	Provide original bid bond (Tender Security) of Kshs. 50,000.00 with validity period of at least 120 days from the date of tender opening.	
MR5	Provide audited accounts last two financial years signed and stamped by Directors and auditors.	
MR6	Submit documentary evidence of the current valid trade license.	

***NOTE: The bid bond to be placed between pages 1-3.**

TECHNICAL EVALUATION

	Evaluation Attribute	Weighting Score	Max Score %	Tenderer's Response
T1	Number of years in business of supplying similar items	5 or more years: 25% Others prorated at: $\frac{\text{Number of years} \times 25}{5}$	25	
T2	Provide a list of clients and give references to which the company has supplied Similar items Demonstrated by LPOs, LSOs, or contracts in the last five years. (attach copies of delivery notes/invoices as evidence)	• 3 or more clients: 30% $\frac{\text{Number of clients} \times 30}{3}$	30	
T3	Provide samples for each item	Table Place Mats - 5 Kitchen Towels - 5 Pot Holder Gloves – 5 No Sample - 0	15	
T4	Payment terms	- Cash On Delivery-0 - Within 30 days-5 - Over 30 days-10	10	
T5	Financial Stability (Liquidity) a) Profitability Margin*	A margin above 10% will score 10 marks; 5 - 9 % 7 marks, 1-5% 5marks and below 1% Nil marks	10	
	b) Liquidity Ratio **	2:1 – 10 marks; 1:1 – 6 marks; 0.5:1- 3 marks; less than 0.5 no mark	10	
		TOTAL	100%	

Note:

*Profitability Margin = $\frac{\text{EBIT}}{\text{Gross Revenue/Sales}}$

Liquidity ratio = Current Ratio = $\frac{\text{Current Assets}}{\text{Current Liabilities}}$

EBIT = Earnings before Interest and Taxes

FINANCIAL EVALUATION:

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

Financials will be ranked and the best ranked having the lowest price will be declared the Lowest Evaluated Tender.

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 on the recommended bidder to clarify on some issues in compliance with the Public Procurement and Asset Disposal Act, 2015.

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

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda

Nos. *[insert numbers]*. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply 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 E
mail....

Nature of Business

.....

Registration Certificate No.

.....

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

Name of your bankers Branch

.....

Part 2 (a) – Sole Proprietor

Your name in full Age

.....

Nationality Country of origin

.....

	• Citizenship details 																		
	Part 2 (b) Partnership Given details of partners as follows: <table border="0"> <thead> <tr> <th>Name</th><th>Nationality</th><th>Citizenship Details</th></tr> </thead> <tbody> <tr> <td>Shares</td><td></td><td></td></tr> <tr> <td>1.</td><td></td><td></td></tr> <tr> <td>2.</td><td></td><td></td></tr> <tr> <td>3.</td><td></td><td></td></tr> <tr> <td>4.</td><td></td><td></td></tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares			1.			2.			3.			4.		
Name	Nationality	Citizenship Details																	
Shares																			
1.																			
2.																			
3.																			
4.																			
	Part 2 (c) – Registered Company Private or Public State the nominal and issued capital of company- Nominal Kshs. Issued Kshs. Given details of all directors as follows <table border="0"> <thead> <tr> <th>Name</th><th>Nationality</th></tr> </thead> <tbody> <tr> <td>Citizenship Details</td><td>Shares</td></tr> <tr> <td>1.....</td><td></td></tr> <tr> <td>2.</td><td></td></tr> <tr> <td>3.</td><td></td></tr> <tr> <td>4.</td><td></td></tr> <tr> <td>5</td><td></td></tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.....		2.		3.		4.		5					
Name	Nationality																		
Citizenship Details	Shares																		
1.....																			
2.																			
3.																			
4.																			
5																			
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 _____

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 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

7.5 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*]

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

7.6 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*]

7.7 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.

7.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

7.5 FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
- 2

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

7.6 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)