

**BANKI
KUU YA
KENYA**



**CENTRAL
BANK OF
KENYA**

Haile Selassie Avenue

P.O. Box 60000 - 00200 Nairobi Kenya

Telephone: 2861000/2863000

Email: supplies@centralbank.go.ke

TENDER DOCUMENT

**FRAMEWORK CONTRACT FOR SUPPLY AND DELIVERY
OF FRUITS AND VEGETABLES 'AS AND WHEN REQUIRED'
FOR A PERIOD OF ONE YEAR FOR KENYA SCHOOL OF
MONETARY STUDIES**

(RESERVED FOR WOMEN CATEGORY)

TENDER NO. CBK/051/2019-2020

CLOSING DATE: 13TH FEBRUARY, 2020 AT 10:30 A.M.

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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 up 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.

No.	Documents forming part of the bid	Remarks
1	Copy of Certificate of Incorporation or Business Registration Certificate	
2	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.	
3	Copy of valid AGPO certificate; Women Category	
4	No Tender Security is required for this tender	
5	Financial proposal containing priced schedules.	
6	Dully filled Confidential Business Questionnaire in the form or format provided in the tender document	
7	Provide ALL ITEMS detailed in T1 – T5	
8	Duly filled Tender Securing Declaration Form (Standard Form 7.8)	
9	Bidders are required to serialize all the pages of the bid document submitted including any addendum, appendixes and attachments	

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 for Kenya School of Monetary Studies (Reserved for Women)** on “As and When required basis” For a period of 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: **The Director, General Services Department, Tel: +254 20 2861000/2860000, 5th Floor, Central Bank of Kenya, Haile Selassie Avenue, Nairobi, Email: supplies@centralbank.go.ke**
3. A complete set of tender document containing detailed information may be obtained at no cost from Central Bank of Kenya website and Public Procurement Information Portal (PIIP) www.centralbank.go.ke, and www.tenders.go.ke respectively. Bidders who download the tender document are advised to sign a tender register at Procurement Division, along Haile Selassie Avenue, General Services Department on 5th Floor CBK building or email their contact address using email: supplies@centralbank.go.ke before the tender closing date.
4. Prices quoted must be expressed in Kenya Shillings and should be inclusive of all taxes and delivery costs and shall remain valid for a period of **120 days** from the closing date of this tender.
5. **No Tender Security** 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 **13th February, 2020 at 10:30 am**. Late bids will not be accepted and will be returned unopened.
7. Tenders will be opened immediately thereafter, i.e. on **13th February, 2020 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**.
8. Bidders are required to serialize all the pages of the bid document submitted including any addendum, appendixes and attachments

DIRECTOR, GENERAL SERVICES DEPARTMENT

SECTION II: INSTRUCTIONS TO TENDERERS

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

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

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender

- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.9.5 Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

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

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

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

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

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

- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30
 - or**
 - (ii) to furnish performance security in accordance with paragraph 31.
 - (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall;

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

(b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE (day, date and time of closing),"

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

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

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under appendix to instruction to tenderers.

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

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

2.17 Modification and withdrawal of tenders

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

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15.

A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

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

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at the time and date and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

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

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

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

(a) *Operational Plan.*

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

(b) *Deviation in payment schedule.*

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

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

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

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

2.23. Contacting the procuring entity

- 2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

- 2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the Tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

2.25 Notification of award

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

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

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

2.26 Signing of Contract

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

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

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

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, 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 Procuring entity.

2.28 Corrupt or Fraudulent Practices

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

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

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

APPENDIX TO INSTRUCTIONS TO THE 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 Tenderers
2.1.1	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) Women Category
	Framework Contract for the Supply and delivery of Fruits and Vegetables for Kenya School of Monetary Studies (Reserved for Women) on “As and When required basis” For a period of One (1) Year.
2.7	The tender prepared by the tenderer shall comprise in addition to documents specified under clause 2.7 all other documents described in clause 2.3.1 except form specified in this tender document and any other document required in determining qualification of the tenderer in view of the evaluation criteria below
2.10	Prices shall be quoted in Kenya Shillings
2.12.2	No Tender Security is required for this tender however, bidders will be required to have completed and signed Tender Securing Declaration Form in the form provided in this tender document
1.16.1	Closing date of the Tender shall be 13th February, 2020 at 10.30am

Clause 2.22 – 2.24: EVALUATION CRITERIA

Evaluation will be carried out through three stages as follows:

Stage 1: Compliance with the Mandatory Requirements

Stage 2: Compliance with Technical requirements on Capacity to Deliver the contract

Stage 3: The Financial Evaluation

Stage 1: Compliance with the Mandatory Requirements (MR)

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 Tax Compliance issued by Kenya Revenue Authority (KRA) valid up-to at least the date of tender opening (will be confirmed through KRA TCC Checker)	
MR3	Submit a completed company's profile using the Confidential Business questionnaire format attached.	
MR4	Provide a valid copy of Certificate of registration with National Treasury (AGPO) under Women Category.	
MR5	Submit a duly filled and signed Tender Securing Declaration form attached (Standard Form 7.8)	
MR6	Valid Business Permit/License Number from relevant County Government (attach proof)	

Bidders complying with all the above requirements will proceed to the second stage of technical evaluation

Stage 2: Technical Evaluation

Bidders meeting all the mandatory requirements in stage one will have their bids subjected to the Technical Evaluation on capacity to deliver the goods based on technical parameters given in the table below:

T	Evaluation Attribute	Weighting Score	Max Score %	Tenderers Response
T1	Number of years in the business for supply and delivery of Fruits & Vegetables	2 Years & above- 10 Marks 1 Year - 5 marks Below 1 year - 2 Marks	10	
T2	Evidence of experience in similar assignments with a value of at least Kshs 200,000.00 per year Demonstrated by LPOs, LSOs or contracts in the last three years.	• 3 or more clients: 30% • Each client with a value of at least Kshs 200,000 per year scores 10 marks up to a maximum of 3 clients	30	
T3	Attach at least 1 LPO of similar Supplies of the nature of amounts as follows: Kshs. 200,000.00 and above; Kshs. 100,000.00 – Kshs 199,999.99; Kshs. 50,000.00 – Kshs 99,999.99; Kshs. 30,000.00 – Kshs 49,999.99; Kshs. 29,999.99 and below;	25marks 20marks 15marks 10marks 5marks	25	
T4	Proof of means of transport (at least one pickup or lorry owned or leased) -Attach logbook ownership -Attach lease agreement -no lease or ownership proofs	25marks 25marks 0marks	25	
T5	Delivery period 1-2 days 3-5days More than 5 days	10marks 5 marks 0marks	10	
TOTAL SCORE			100	

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

Stage 3: Financial Evaluation

Bidders who will have scored above 75% and above on technical evaluation will be subjected to financial evaluation. The financial evaluation will be on item by item basis and the lowest evaluated bidder per item will be recommended for award. Further, if there will be a tie in the lowest evaluated bids, then all the vendors will be recommended for award.

The lowest bidder will be awarded framework contract for supply and delivery of the respective items **as and when required**.

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

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

3.5 Patent Right's

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

3.6 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance

security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
 - a) Cash.
 - b) A bank guarantee.
 - c) Letter of credit.
- 3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

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

3.10 Assignment

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

3.10 Termination for Default

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) If the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.12 Termination for insolvency

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

3.13 Termination for convenience

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity

convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC. A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

SECTION V: SCHEDULE OF REQUIREMENTS AND PRICE

S/N	ITEM DESCRIPTION	UNIT OF ISSUE	ESTIMATED ANNUAL 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		
42	Vegetables Cherry Tomatoes	Per Kg	200kgs		
43	Vegetables Cucumbers Fresh	Per Kg	3500kgs		
44	Vegetables Dhanian Fresh	Per Kg	500kgs		

S/N	ITEM DESCRIPTION	UNIT OF ISSUE	ESTIMATED ANNUAL QTY	UNIT COST (KSHS) PER KG	REMARKS
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	10,000kgs		
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		

	ITEM DESCRIPTION	UNIT OF ISSUE	ESTIMATED ANNUAL QTY	UNIT COST (KSHS) PER KG	REMARKS
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		

Signature & Stamp of tenderer _____

SECTION VI- STANDARD FORMS

7.1 Form of tender

7.2. Contract Agreement Form

7.3. Tender-Security Form - Not Relevant

7.4. Performance Security Form- Not Relevant

7.5. Confidential Questionnaire Form

7.6 Letter of Notification of Award

7.7. Form RB1

7.8 Tender-Securing Declaration

7.9 Declaration Form

7.1 FORM OF TENDER

Date _____
Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[Insert numbers,*
the of which is hereby duly acknowledged, we, the undersigned, offer to provide.
[description of services]
in conformity with the said tender documents for the sum of . *[total tender amount*
in words and figures]
or such other sums as may be ascertained in accordance with the Schedule of Prices
attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with
the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent
to _____ percent of the Contract Price for the due performance of the Contract, in
the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed
for tender opening of the Instructions to tenderers, and it shall remain binding
upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your
written acceptance thereof and your notification of award, shall constitute a
binding Contract between us.

Dated this _____ day of _____ 20
[signature] *[In the capacity of]*

Duly authorized to sign tender for and on behalf of _____

7.2 CONTRACT AGREEMENT FORM

THIS AGREEMENT made the ____day of ____20____between..... [name of procurement entity] of [country of Procurement entity] (hereinafter called "the Procuring entity") of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called "the tenderer") of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz..... [brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of [contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

in the presence of _____.

7.3 TENDER-SECURITY FORM

WHEREAS..... (Hereinafter called "the Tenderer") has submitted his tender dated..... for

KNOW ALL PEOPLE by these presents that WE, having our registered office at (hereinafter called "the Bank"), are bound unto CENTRAL BANK OF KENYA (hereinafter called "the employer") in the sum of _____ for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents, sealed with the Common Seal of the said Bank this..... day of2020

THE CONDITIONS of this obligation are:

1. If after tender opening the Tenderer withdraws his tender during the period of tender validity specified in the instructions to Tenderers
OR
2. If the Tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, 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 Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

(Date)

Signature of the Bank)

_____(Witness)

_____(Seal)

7.4 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*]

7.5 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General

Business Name
Location of Business Premises
Plot No,.....Street/Road.....
Postal addressTel No.Fax Email.....
.....
Nature of Business
Registration Certificate No.
Maximum value of business which you can handle at any one time - Kshs.....
Name of your bankers.....

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.			

Date.....Signature of Candidate.....

7.6. 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

7.7. 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.....of20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc.

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED

Board Secretary

7.8 Tender-Securing Declaration (Mandatory)

Date: _____

Tender No.: _____

To: _____

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Procuring Entity 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 Tender conditions, because we;

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender 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.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of;

- 1) Our receipt of your notification to us of the name of the successful Tenderer; or
- 2) Thirty days after the expiration of our Tender.

Signed: _____ In the capacity of

Name: _____

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

Dated on _____ day of _____, _____ Corporate Seal

7.9 DECLARATION FORM

To _____ Date _____

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)