



KENYA SCHOOL OF GOVERNMENT
Empowering the Public Service

TENDER DOCUMENT

FOR

SUPPLY & DELIVERY OF WATER FITTINGS

EMBU CAMPUS

FRAMEWORK CONTRACT ONE YEAR RENEWABLE

OPEN NATIONAL TENDER

TENDER NO: KSG/EBU/13/2019-2021

CLOSING DATE: WEDNESDAY JULY 3, 2019 AT 10:30AM

Issued by the Kenya School of Government

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SECTION I: INVITATION TO TENDER

TENDER NO: KSG/EBU/13/ 2019-2021

DATE: 18/06/2019

**TENDER NAME SUPPLY AND DELIVERY WATER FITTINGS
EMBU CAMPUS**

- 1.1 The Kenya School of Government invites sealed bids from eligible candidates for **Supply & Delivery of Water Fittings to Embu Campus.**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Kenya School of Government, Embu Campus procurement offices **EMBU** during normal working hours from 8am-1pm and 2pm-5pm or download free of charge from the website www.ksg.ac.ke. Or www.tenders.go.ke
- 1.3 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at the **KENYA SCHOOL OF GOVERNMENT, EMBU (RECEPTION AREA, MAIN ADMINISTRATION BLOCK)** so as to be received on or before **WEDNESDAY JULY 3, 2019 AT 10.30 A.M.**
- 1.4 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (180) days from the closing date of the tender.
- 1.5 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at Kenya School of Government EMBU.
- 1.6 Your document should be submitted Book bound and properly paginated, i.e., 1, 2, 3, 4.....

Supply Chain Manager
For: Director General

SECTION II: INSTRUCTIONS TO TENDERERS

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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 procuring entity'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 Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers 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 procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.5,000/
- 2.3.3 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 Procuring entity 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 procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

2.6 Amendment of Documents

2.6.1 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 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 Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 **Language of Tender**

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

2.8 **Documents Comprising 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 180 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 tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's 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 Procuring entity; and
 - (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the 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 Kshs.100,000.00

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings 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 Procuring entity 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 Procuring entity as non-responsive, pursuant to paragraph 2.22

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

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 **Validity of Tenders**

2.15.1 Tenders shall remain valid for 180 days or as specified in the Invitation to tender after the 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 non-responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 **Format and Signing of Tender**

2.16.1 The Procuring entity 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.

The original and all copies of the

2.16.2 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**

2.16.3 e 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.

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

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, "**DO NOT OPEN BEFORE, WEDNESDAY JULY 3, 2019 AT 10.30 AM.**"

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

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

2.18 **Deadline for Submission of Tenders**

- 2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **WEDNESDAY JULY 3, 2019 AT 10.30 AM.**
- 2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 **Modification and Withdrawal of Tenders**

- 2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked no 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 procuring entity 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 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.

2.20 **Opening of Tenders**

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **WEDNESDAY JULY 3, 2019 AT 10.30 A.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

Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

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

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination

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

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

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

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the procuring entity 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 Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The 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 Procuring entity

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

- 2.27.1 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.
- 2.27.2 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 Procuring entity 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 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**

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

(c) **Procuring entity's Right to Vary quantities**

2.27.5 The Procuring entity 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) **Procuring entity's Right to accept or Reject any or All Tenders**

2.27.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

2.28 Notification of Award

2.28.1 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.

2.28.2 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 2.28, the Procuring entity 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 Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity 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 Procuring entity.

2.30 Performance Security

2.30.1 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.

- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

- 2.31.1 The Procuring entity 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 Procuring entity, 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 Procuring entity of the benefits of free and open competition;
- 2.31.2 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.
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	OPEN to all eligible tenderers
2.3.2	Downloaded free of charge from www.ksg.ac.ke or www.tenders.go.ke
2.14.1	Ksh.100,000 valid for a period of 210 days from the date of tender opening
2.18.1	Wednesday July 3, 2019 AT 10:30 A.M.
2.29.1	Shall be provided to successful tender
NOTES/	<ul style="list-style-type: none"> • Bidders with the lowest evaluated price shall enter into Framework contracts for a period of one year, renewable once Subject to Satisfactory Performance. • Bidders with the 2nd to 8th lowest price shall enter into Framework agreements for a period of one year renewable once.
2.24	Evaluation and comparison of tenderers as below.

MANDATORY EVALUATION (MR) CRITERIA

Bidders Who Fails to meet any of the above Mandatory requirement shall lead to automatic disqualification.

No.	Requirements	Responsive or Not Responsive
MR1	Must Submit a copy of certificate of Registration/Incorporation	
MR2	Must submit the tender document in the format provided. Mutilation of the tender document will lead to automatic disqualification	
MR3	Must Submit a copy of a valid Tax Compliance certificate from Kenya Revenue Authority	
MR4	Must Fill the Price Schedule in the format provided	
MR5	Must Fill the Form of Tender in the Format provided	
MR6	Must submit a Tender security (bid bond) Kenya Shilling hundred thousand (100,000) from bank in form of a bank guarantee or approved insurance firms by PPRA valid for 210 days.	
MR7	Must submit valid (at most 1 year from the date of tender opening) latest CR12 for limited company or national ID for sole proprietor	
MR8	Must submit a dully filled up Confidential Business Questionnaire in format provided	
MR9	Submit a written Self-declaration in non-engagement in corruption.	
MR10	Anti-debarment pledge dully signed and stamped	
MR11	Must submit valid and relevant business permit.	
MR12	Submission of original and copy of tender document properly book bound and paginated in correct sequence and all pages must be initialed in the format of 1,2,3,4,5.....(spiral bound and use of spring or box file will not be allowed this will result in to automatic disqualification).	
MR13	Credit period minimum 30days	

TECHNICAL EVALUATION

No.	Evaluation Attribute	Tenderer's Response	Weighting Score	Max. Score
T.S.1	Number of years in supply business (Water Fittings)		<ul style="list-style-type: none"> • 3 years and above (20 marks) • Others prorated <u>Number of years in business x 20</u> 3 	20
T.S.2	Provide a list of clients and References, LPOs to which the company has done similar supplies in the last 3 years.		<ul style="list-style-type: none"> • 3 or more Clients with references (20 marks) • Others prorated at: <u>Number of Clients' x 20</u> 3 	20
T.S.3	Please indicate minimum time required to deliver the items after an LPO is issued. (Please note that this will be used in performance evaluation for the successful bidder)		<ul style="list-style-type: none"> • 2 days – 10 marks • 3 days -3marks • 5 days – 1mark 	10
T.S.4	Physical Facilities: Provide details of physical address and contacts – attach evidence		address and contacts with copy of title or lease documents and latest utility bill – 10 marks Not provided – 0 mark	10
T.S.5	Latest bank statement		Attach last 3 months (March-May 2019) 10 marks	10
T.S.6	Audited accounts		Provide last 3 years (2015-2017)	10

No.	Evaluation Attribute	Tenderer's Response	Weighting Score	Max. Score
T.S.7	Prove of line of credit		Attach letter from bank (KSG will confirm from bank)	10
T.S.9	Financial Capacity	Letter of credit	2 Million and above = 5 Marks Others prorated at Value of credit x 5 marks/2 Million	10
	TOTAL			100

Only bidders who meet the technical mandatory requirements above will be evaluated further.

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.27	Particulars of post – qualification if applicable. KENYA SCHOOL OF GOVERNMENT EMBU shall inspect the premises and /or check the accuracy of any or all information provided by the bidder before awarding a contract.
2.27.6	Award Criteria: Award shall be to the lowest evaluated bidder per line item. Contract may be awarded in whole OR partially on evaluated line items.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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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 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 Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring 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 Procuring entity 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 Procuring entity’s 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 Procuring entity 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 Procuring entity’s 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 Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 **Patent Rights**

3.6.1 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 Goods or any part thereof in the Procuring entity's 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 Procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity, in the form provided in the tender documents.

3.7.4 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 obligations under the Contract, including any warranty obligations, under the Contract

3.8 **Inspection and Tests**

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods 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.

3.8.2 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 Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity 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 Procuring entity.

3.8.4 The Procuring entity's 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 Procuring entity 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 Procuring entity 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 Procuring entity 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 procuring entity 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 Procuring entity's prior written consent

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity 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 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 deliver any or all of the goods 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

3.16.2 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, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity 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 procuring entity 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 procuring entity 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 its 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

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTION 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.
42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	N/A
3.12.1	At least 30 days credit
3.18.1	The Procuring Entity 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
Others as necessary	<ul style="list-style-type: none"> • Price quoted should be valid within the contract period • Bidders with the lowest evaluated price shall enter into Framework contracts for a period of one year Subject to satisfactory performance and delivery schedule will be provided. (Delivery will be made as and when required) • Bidders with the 2nd to 8th lowest bid shall enter into Framework agreement for a period of one year. • NOTE/ the quantities in the schedule of requirements are the estimated consumption of the year

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 procuring entity 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.

No	ITEM DESCRIPTION
1	Bends, G.I., 1/2"
2	Bends, G.I., 3/4"
3	Bends, G.I., 1"
4	Bends, G.I., 1 1/4"
5	Bends, G.I., 1 1/2"
6	Bends, G.I., 2"
7	Boss White x 400gms
8	Bushes, Reducing 3/4" x 1/2"
9	Bushes, Reducing 1" x 1/2"
10	Bushes, Reducing 1" x 3/4"
11	Bushes, Reducing 1 1/4" x 1"
12	Bushes, Reducing 1 1/2" x 1 1/4"

13	Bushes, Reducing 2" x 1"
14	Bushes, Reducing 2" x 1½"
15	Caps, End, G.I. ½"
16	Caps, End, G.I. ¾"
17	Caps, End, G.I. 1"
18	Caps, End, G.I. 1¼"
19	Caps, End, G.I. 1½"
20	Caps, End, G.I. 2"
21	Cisterns, High Level, Fordham, Heavy Duty
22	Cisterns, Low Level, Fordham, Heavy Duty
23	Clips, G.I. (Pipe) ½"
24	Clips, G.I. (Pipe) 1"
25	Clips, G.I. (Pipe) ¾"
26	Connector, Rubber 1½"
27	Connector, Rubber 1¼"
28	Connector, Waste 1¼", Brass
29	Connector, Waste 1½", Brass
30	Covers, Toilet Seat, Heavy Duty
31	Elbows G.I. ½"
32	Elbows G.I. ¾"
33	Elbows G.I. 1"
34	Elbows G.I. 1¼"
35	Elbows G.I. 1½"
36	Elbows G.I. 2"
37	Handles, Cistern, High Level
38	Handles, Cistern, Low Level

39	Hemp
40	Kitchen Mixers 7"
41	Mixer, Bath Tub, 1/2" Tivoli
42	Mixer, Kitchen, 1/2", Tivoli
43	Mixer, Wash Hand Basin, 1/2" Tivoli
44	Nipples, G.I. 1/2" Class B
45	Nipples, G.I. 3/4" Class B
46	Nipples, G.I. 1" Class B
47	Nipples, G.I. 1 1/4" Class B
48	Nipples, G.I. 1 1/2" Class B
49	Nipples, G.I. 2" Class B
50	Nipples, G.I. Hex 1/2"
51	Nipples, G.I. Hex 3/4"
52	Nipples, G.I. Hex 1"
53	Nipples, G.I. Hex 1 1/4"
54	Nipples, G.I. Hex 1 1/2"
55	Nipples, G.I. Hex 2"
56	Nuts, G.I. Back 1/2"
57	Nuts, G.I. Back 3/4"
58	Nuts, G.I. Back 1"
59	Nuts, G.I. Back 1 1/4"
60	Nuts, G.I. Back 1 1/2"
61	Nuts, G.I. Back 2"
62	Pans, Toilet W.C. P-Trap Twyford
63	Pans, Toilet W.C. S-Trap Twyford
64	Pipe, G.I. 1/2" Class B, Socketed, x6m

65	Pipe, G.I. ¾" Class B, Socketed, x6m
66	Pipe, G.I. 1" Class B, Socketed, x6m
67	Pipe, G.I. 1¼" Class B, Socketed, x6m
68	Pipe, G.I. 1½" Class B, Socketed, x6m
69	Pipe, G.I. 2" Class B, Socketed, x6m
70	Plug G.I. ¾"
71	Plug G.I. 1"
72	Plug G.I. 1¼"
73	Plug G.I. 1½"
74	Plug G.I. 2"
75	Plug, G.I. ½"
76	Seal, PTFE, Thread
77	Shower Mixer 7"
78	Shower Rose
79	Shower Rose Adjustable
80	Siphon Box (Heavy Duty)
81	Socket G.I., ½"
82	Socket G.I., ¾"
83	Socket G.I., Reducing ¾" x ½"
84	Socket G.I., Reducing 1" x ½"
85	Socket G.I., Reducing 1" x ¾"
86	Socket G.I., Reducing 1¼" x 1"
87	Socket G.I., Reducing 1½" x 1¼"
88	Socket G.I., Reducing 2" x 1"
89	Socket G.I., Reducing 2" x 1½"
90	Socket G.I., 1"

91	Socket G.I., 1¼"
92	Socket G.I., 1½"
93	Socket G.I., 2"
94	Tank, Water Storage 24" x 24 x 36" G.16
95	Tank, Water Storage 24" x 24 x 48" G.16
96	Tap, Laboratory ½" Tivoli
97	Taps Pillar ¾" Long Thread, Pegler
98	Taps, Bib ½" Pegler
99	Taps, Bib ¾" Pegler
100	Taps, Pillar ½" Long Thread, Pegler
101	Taps, Water ½ Pegler
102	Taps, Water ¾ Pegler
103	Tee G.I Reducing ¾" x ½"
104	Tee G.I Reducing 1" x ½"
105	Tee G.I Reducing 1" x ¾"
106	Tee G.I Reducing 1¼" x 1"
107	Tee G.I Reducing 1½" x 1¼"
108	Tee G.I Reducing 2" x 1"
109	Tee G.I Reducing 2" x 1½"
110	Tee G.I. Equal ½"
111	Tee G.I. Equal ¾"
112	Tee G.I. Equal 1"
113	Tee G.I. Equal 1¼"
114	Tee G.I. Equal 1½"
115	Tee G.I. Equal 2"
116	Trap, Bottle 1¼" Brass

117	Trap, Bottle 1½” Brass
118	Trap, Bottle 1¼” Plastic
119	Trap, Bottle 1½” Plastic
120	Tubes, Flexible, ½” x12” (English/Italy)
121	Tubes, Flexible, ½” x18” (English/Italy)
122	Tubes, Flexible, ¾” x12” (English/Italy)
123	Tubes, Flexible, ¾” x18” (English/Italy)
124	Union, G.I. ½”
125	Union, G.I. ¾”
126	Union, G.I. 1”
127	Union, G.I. 1¼”
128	Union, G.I. 1½”
129	Union, G.I. 2”
130	Valves, Ball, G.I. ½” HD Pegler
131	Valves, Ball, G.I. ¾” HD Pegler
132	Valves, Gate ½” Pegler
133	Valves, Gate ¾” Peglar
134	Valves, Gate 1” Pegler
135	Valves, Gate 2” Pegler
136	W. C. Push Rubber
137	Washers, Fibre Ring ½”
138	Tap water 1/2 "push long thread as Pegler
139	Tap water 3/4 "push long thread as Pegler
140	Tap pillar ¾” as vado
141	Tap pillar 1/2" long thread as VADO
142	Tap pillar 1/3" long thread as Pegler

143	Tap bib 3/4" as Pegler
144	Pipe GI 1/2" class d
145	Pipe GI 3/4" class d
146	Pipe GI 1" class d
147	Pipe GI 2" class d
148	Pipe GI 3" class d
149	Pipe 1/2" pvc
150	Pipe 3/4" pvc
151	Pipe 1" pvc
152	Nipple hex 1/2"
153	Nipple hex 3/4"
154	Nipple hex 1
155	Nipple 1/2"
156	Nipple 3/4"
157	Nipple 1"
158	Stop cork 1/2" as cobra
159	Stop cork 3/4" as cobra
160	Back nuts 1/2"
161	Telephone shower
162	Flexible tube 1/2" x 12" plastic
163	Chokes electric 18watts
164	Adapter male socket 25/3/4
165	Back nuts gi 3/4"
166	Bend pvc 90degrees 1 1/4
167	Gate valve 2" Peglar
168	Bend GI 1/2"

169	Socket GI 1/2"
170	Gate valve 3/4" Peglar
171	Gate valve 2" Peglar
172	Elbow 1/2" ppr
173	Cistern high level as Fordham C/A
174	Cistern low level as Fordham C/A
175	Ball valve 1/2
176	Cup plug GI 1/2"
177	Bend 3/4" GI
178	Adaptor female ppr 50mm x 1/2"
179	Tank water plastic rectangle as roto 2x2x4
180	Hemp plumber
181	WC pan 's' trap TWYFORD c/w ceramic cistern low level
182	WC pan 'p' trap TWYFORD c/w ceramic cistern low level
183	WC pan p trap close couple,ideal, push button complete with cistern and basin
184	Wash hand basin table top –oval shape as ideal
185	Pipes pvc 1 1/2 h/d
186	Pipes GI 3' class b
187	Socket GI 3'
188	Clamp ferrule 6'x3'
189	Mechanical joint 3' vj
190	Bend GI 3'
191	Nipple hexagonal GI
192	Nipple hexagonal GI 1 1/4'
193	Non-return valve 3'as Pegler England (not the spring type)
194	Union GI 3'

195	Gate valve Pegler 3' original
196	Elbow plain 25mm ppr
197	Flexible Tube ½ “ x 12”
198	Mixer bath tab ½” ideal complete with telephone shower
199	Elbow plain 32mm
200	Chrome Pipe ¾” x 12ft
201	25 mm C PVC Pipes (white) “ASTRAL”
202	32 mm C PVC Pipes (white) “ASTRAL”
203	25 mm x ½” C PVC flexible elbows ASL
204	25 MM x ¾” C PVC Male adapter socket
205	25 mm x ½” C PVC Female tee
206	25 mm C PVC Elbow plain
207	32 mm C PVC elbow plain
208	25 mm C PVC tee plain
209	32 mm C PVC tee plain
210	25 mm x ½” Male adapter C PVC
211	C PVC glue – 250 ml, 500 ml
212	40 mm C PVC pipes “ASTRAL”
213	50 mm C PVC pipes “ASTRAL”
214	63 mm C PVC pipes “ASTRAL”
215	1 ½” kitchen dobi kit longhead plastic
216	½” brass back nut
217	6” PVC pipes (grey heavy duty)
218	4” PVC pipes (grey heavy duty)
219	Tangit 500 ml, 1000 ml
220	32 mm ppr pipes “pn 20”)

221	25 mm ppr pipes “pn 20”)
222	40 mm ppr pipes “pn 20” adaptor
223	25 mm x 1/2” ppr female elbow
224	25 mm x 1/2” ppr male adaptor socket
225	25 mm ppr plain socket
226	25 mm ppr tee socket
227	25 mm x 1/2” female tee
228	25 mm x 1/2” male adaptor tee
229	32 mm ppr plain tee
230	32 mm ppr plain socket
231	32 mm ppr plain elbow
232	32 mm x 3/4” female adaptor elbow
233	32 mm x 3/4” male adaptor socket
234	25 mm x 3/4” female adaptor socket
235	25 mm x 3/4” male adaptor socket
236	40 mm plain elbow
237	40 mm plain tee
238	40 mm plain socket
239	40 mm x 1” ppr female adaptor socket
240	40 mm x 32 plain reducer
241	40 mm x 1 1/4” male adaptor socket
242	40 mm x 1 1/4” female adaptor socket
243	50 mm ppr pipes
244	50 mm x 1 1/2” male adaptor
245	50mm x 1 1/2” female adaptor
246	63 mm ppr pipes “pn 20”

247	63 mm x 2" male adaptor socket
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SECTION VII: PRICE SCHEDULE FOR GOODS

Name of tenderer _____ Tender Number _____ Page _____ of _____

No	ITEM DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	Days to Delivery
1.	Bends, G.I., 1/2"	No.	100		
2.	Bends, G.I., 3/4"	No.	100		
3.	Bends, G.I., 1"	No.	100		
4.	Bends, G.I., 1 1/4"	No.	100		
5.	Bends, G.I., 1 1/2"	No.	100		
6.	Bends, G.I., 2"	No.	100		
7.	Boss White x 400gms	Tin	100		
8.	Bushes, Reducing 3/4" x 1/2"	No.	100		
9.	Bushes, Reducing 1" x 1/2"	No.	100		
10.	Bushes, Reducing 1" x 3/4"	No.	100		
11.	Bushes, Reducing 1 1/4" x 1"	No.	100		
12.	Bushes, Reducing 1 1/2" x 1 1/4"	No.	100		
13.	Bushes, Reducing 2" x 1"	No.	100		
14.	Bushes, Reducing 2" x 1 1/2"	No.	100		
15.	Caps, End, G.I. 1/2"	No	100		
16.	Caps, End, G.I. 3/4"	No	100		
17.	Caps, End, G.I. 1"	No	100		
18.	Caps, End, G.I. 1 1/4"	No	100		
19.	Caps, End, G.I. 1 1/2"	No.	100		
20.	Caps, End, G.I. 2"	No	100		
21.	Cisterns, High Level, Fordham, Heavy Duty	No.	100		

22.	Cisterns, Low Level, Fordham, Heavy Duty	No.	100		
23.	Clips, G.I. (Pipe) 1/2"	No	100		
24.	Clips, G.I. (Pipe) 1"	No	100		
25.	Clips, G.I. (Pipe) 3/4"	No	100		
26.	Connector , Rubber 1 1/2"	No.	100		
27.	Connector, Rubber 1 1/4"	No.	100		
28.	Connector, Waste 1 1/4" ,Brass	No	100		
29.	Connector, Waste 1 1/2", Brass	No	100		
30.	Covers, Toilet Seat, Heavy Duty as per sample	No	100		
31.	Elbows G.I. 1/2"	No.	100		
32.	Elbows G.I. 3/4"	No.	100		
33.	Elbows G.I. 1"	No.	100		
34.	Elbows G.I. 1 1/4"	No.	100		
35.	Elbows G.I. 1 1/2"	No.	100		
36.	Elbows G.I. 2"	No.	100		
37.	Handles, Cistern, High Level	No.	100		
38.	Handles, Cistern, Low Level	No.	100		
39.	Hemp	Kg	100		
40.	Kitchen Mixers 7"	No	100		
41.	Mixer, Bath Tub, 1/2" Tivoli	No.	100		
42.	Mixer, Kitchen, 1/2", Tivoli	No.	100		
43.	Mixer, Wash Hand Basin, 1/2" Tivoli	No.	100		
44.	Nipples, G.I. 1/2" Class B	No.	100		
45.	Nipples, G.I. 3/4" Class B	No.	100		
46.	Nipples, G.I. 1" Class B	No.	100		

47.	Nipples, G.I. 1¼" Class B	No.	100		
48.	Nipples, G.I. 1½" Class B	No.	100		
49.	Nipples, G.I. 2" Class B	No.	100		
50.	Nipples, G.I. Hex ½"	No.	100		
51.	Nipples, G.I. Hex ¾"	No.	100		
52.	Nipples, G.I. Hex 1"	No.	100		
53.	Nipples, G.I. Hex 1¼"	No.	100		
54.	Nipples, G.I. Hex 1½"	No.	100		
55.	Nipples, G.I. Hex 2"	No.	100		
56.	Nuts, G.I. Back ½"	No.	100		
57.	Nuts, G.I. Back ¾"	No.	100		
58.	Nuts, G.I. Back 1"	No.	100		
59.	Nuts, G.I. Back 1¼"	No.	100		
60.	Nuts, G.I. Back 1½"	No.	100		
61.	Nuts, G.I. Back 2"	No.	100		
62.	Pans, Toilet W.C. P-Trap Twyford	No.	100		
63.	Pans, Toilet W.C. S-Trap Twyford	No.	100		
64.	Pipe, G.I. ½" Class B, Socketed, x6m	Length	100		
65.	Pipe, G.I. ¾" Class B, Socketed, x6m	Length	100		
66.	Pipe, G.I. 1" Class B, Socketed, x6m	Length	100		
67.	Pipe, G.I. 1¼" Class B, Socketed, x6m	Length	100		
68.	Pipe, G.I. 1½" Class B, Socketed, x6m	Length	100		
69.	Pipe, G.I. 2" Class B, Socketed, x6m	Length	100		
70.	Plug G.I. ¾"	No.	100		
71.	Plug G.I. 1"	No.	100		
72.	Plug G.I. 1¼"	No.	100		

73.	Plug G.I 1½"	No.	100		
74.	Plug G.I 2"	No.	100		
75.	Plug, G.I ½"	No	100		
76.	Seal, PTFE, Thread	Roll	100		
77.	Shower Mixer 7"	No	100		
78.	Shower Rose	No.	100		
79.	Shower Rose Adjustable	No	100		
80.	Siphon Box (Heavy Duty)	No.	100		
81.	Socket G.I., ½"	No.	100		
82.	Socket G.I., ¾"	No.	100		
83.	Socket G.I., Reducing ¾" x ½"	No.	100		
84.	Socket G.I., Reducing 1" x ½"	No.	100		
85.	Socket G.I., Reducing 1" x ¾"	No.	100		
86.	Socket G.I., Reducing 1¼" x 1"	No.	100		
87.	Socket G.I., Reducing 1½" x 1¼"	No.	100		
88.	Socket G.I., Reducing 2" x 1"	No.	100		
89.	Socket G.I., Reducing 2" x 1½"	No.	100		
90.	Socket G.I., 1"	No.	100		
91.	Socket G.I., 1¼"	No.	100		
92.	Socket G.I., 1½"	No.	100		
93.	Socket G.I., 2"	No.	100		
94.	Tank, Water Storage 24" x 24 x 36" G.16	No.	100		
95.	Tank, Water Storage 24" x 24 x 48" G.16	No.	100		
96.	Tap, Laboratory ½" Tivoli	No.	100		
97.	Taps Pillar ¾" Long Thread, Pegler	No.	100		

98.	Taps, Bib 1/2" Pegler		100		
99.	Taps, Bib 3/4" Pegler	No.	100		
100.	Taps, Pillar 1/2" Long Thread, Pegler	No.	100		
101.	Taps, Water 1/2 Pegler	No.	100		
102.	Taps, Water 3/4 Pegler	No.	100		
103.	Tee G.I Reducing 3/4" x 1/2"	No.	100		
104.	Tee G.I Reducing 1" x 1/2"	No.	100		
105.	Tee G.I Reducing 1" x 3/4"	No.	100		
106.	Tee G.I Reducing 1 1/4" x 1"	No.	100		
107.	Tee G.I Reducing 1 1/2" x 1 1/4"	No.	100		
108.	Tee G.I Reducing 2" x 1"	No.	100		
109.	Tee G.I Reducing 2" x 1 1/2"	No.	100		
110.	Tee G.I. Equal 1/2"	No.	100		
111.	Tee G.I. Equal 3/4"	No.	100		
112.	Tee G.I. Equal 1"	No.	100		
113.	Tee G.I. Equal 1 1/4"	No.	100		
114.	Tee G.I. Equal 1 1/2"	No.	100		
115.	Tee G.I. Equal 2"	No.	100		
116.	Trap, Bottle 1/4" Brass	No.	100		
117.	Trap, Bottle 1/2" Brass	No.	100		
118.	Trap, Bottle 1/4" Plastic	No.	100		
119.	Trap, Bottle 1/2" Plastic	No.	100		
120.	Tubes, Flexible, 1/2" x 12" (English/Italy)	No.	100		
121.	Tubes, Flexible, 1/2" x 18" (English/Italy)	No.	100		
122.	Tubes, Flexible, 3/4" x 12"	No.	100		

	(English/Italy)				
123.	Tubes, Flexible, 3/4" x18" (English/Italy)	No.	100		
124.	Union, G.I. 1/2"	No.	100		
125.	Union, G.I. 3/4"	No.	100		
126.	Union, G.I. 1"	No.	100		
127.	Union, G.I. 1 1/4"	No.	100		
128.	Union, G.I. 1 1/2"	No.	100		
129.	Union, G.I. 2"	No.	100		
130.	Valves, Ball, G.I. 1/2" HD Pegler	No.	100		
131.	Valves, Ball, G.I. 3/4" HD Pegler	No.	100		
132.	Valves, Gate 1/2" Pegler	No.	100		
133.	Valves, Gate 3/4" Peglar	No.	100		
134.	Valves, Gate 1" Pegler	No.	100		
135.	Valves, Gate 2" Pegler	No.	100		
136.	W. C. Push Rubber	No	100		
137.	Washers, Fibre Ring 1/2"	No.	100		
138.	Tap water 1/2 "push long thread as Pegler	No	100		
139.	Tap water 3/4 "push long thread as Pegler	No	100		
140.	Tap pillar 3/4" as vado	no	100		
141.	Tap pillar 1/2" long thread as VADO	No	100		
142.	Tap pillar 1/3" long thread as Pegler	No	100		
143.	Tap bib 3/4" as Pegler	No	100		
144.	Pipe GI 1 /2" class d	No	100		
145.	Pipe GI 3/4' class d	"	100		

146.	Pipe GI 1" class d	o	100		
147.	Pipe GI 2" class d	o	100		
148.	Pipe GI 3" class d	o	100		
149.	Pipe 1/2" pvc – grey heavy duty	o	100		
150.	Pipe 3/4" pvc – grey heavy duty	o	100		
151.	Pipe 1" pvc – grey heavy duty	o	100		
152.	Nipple hex 1/2" - GI	o	100		
153.	Nipple hex 3/4" - GI	o	100		
154.	Nipple hex 1- GI	o	100		
155.	Nipple 1/2" - GI	o	100		
156.	Nipple 3/4" - GI	o	100		
157.	Nipple 1"- GI	o	100		
158.	Stop cork 1/2" as cobra cancelled	No	100		
159.	Stop cork 3/4" as cobra cancelled	No	100		
160.	Back nuts 1/2" - GI	o	100		
161.	Telephone shower 1.5 Length	No	100		
162.	Flexible tube 1/2" x 12" plastic	No	100		
163.	Chokes electric 18watts	No	100		
164.	Adapter male socket 25/3/4	No	100		
165.	Back nuts gi 3/4"	No	100		
166.	Bend pvc 90degrees 1 1/4	No	100		
167.	Gate valve 2" Peglar	No	100		
168.	Bend GI 1/2"	No	100		
169.	Socket GI 1/2"	No	100		
170.	Gate valve 3/4" Peglar	No	100		
171.	Gate valve 2" Peglar	o	100		

172.	Elbow 1/2" ppr	No	100		
173.	Cistern high level as Fordham C/A	No	100		
174.	Cistern low level as Fordham C/A	No	100		
175.	Ball valve 1/2	No	100		
176.	Cup plug GI 1/2"	No	100		
177.	Bend 3/4" GI	NO	100		
178.	Adaptor female ppr 50mm x 1/2"	No	100		
179.	Tank water plastic rectangle as roto 2x2x4	No	100		
180.	Hemp plumber hemp yarn	mtrs	100		
181.	WC pan 's' trap TWYFORD c/w ceramic cistern low level	NO	100		
182.	WC pan 'p' trap TWYFORD c/w ceramic cistern low level	NO	100		
183.	WC pan p trap close couple, ideal, push button complete with cistern and basin	set	100		
184.	Wash hand basin table top –oval shape as ideal	NO	100		
185.	Pipes pvc 1 1/2 h/d - grey	NO	100		
186.	Pipes GI 3' class b	No	100		
187.	Socket GI 3'	No	100		
188.	Clamp ferrule 6'x3'	No	100		
189.	Mechanical joint 3' vj	No	100		
190.	Bend GI 3'	No	100		
191.	Nipple hexagonal GI	No	100		
192.	Nipple hexagonal GI 1 1/4'	No	100		
193.	Non-return valve 3' as Pegler England (not the spring type)	No	100		

194.	Union GI 3'	No	100		
195.	Gate valve Pegler 3' original	No	100		
196.	Elbow plain 25mm ppr	No	100		
197.	Flexible Tube ½ " x 12"	no	100		
198.	Mixer bath tab ½" ideal complete with telephone shower	no	100		
199.	Elbow plain 32mm	no	100		
200.	Chrome Pipe ¾" x 12ft	no	100		
201.	25 mm C PVC Pipes (white) "ASTRAL"	No	100		
202.	32 mm C PVC Pipes (white) "ASTRAL"	No	100		
203.	25 mm x ½" C PVC flexible elbows ASL	No	100		
204.	25 MM x ¾" C PVC Male adapter socket	No	100		
205.	25 mm x ½" C PVC Female tee	No	100		
206.	25 mm C PVC Elbow plain	No	100		
207.	32 mm C PVC elbow plain	No	100		
208.	25 mm C PVC tee plain	No	100		
209.	32 mm C PVC tee plain	No	100		
210.	25 mm x ½" Male adapter C PVC	No	100		
211.	C PVC glue – 250 ml, 500 ml	No	100		
212.	40 mm C PVC pipes "ASTRAL"	No	100		
213.	50 mm C PVC pipes "ASTRAL"	No	100		
214.	63 mm C PVC pipes "ASTRAL"	No	100		
215.	1 ½" kitchen dobi kit longhead plastic	No	100		
216.	½" brass back nut	No	100		

217.	6" PVC pipes (grey heavy duty)	No	100		
218.	4" PVC pipes (grey heavy duty)	No	100		
219.	Tangit 500 ml, 1000 ml	No	100		
220.	32 mm ppr pipes "pn 20")	No	100		
221.	25 mm ppr pipes "pn 20")	No	100		
222.	40 mm ppr pipes "pn 20" adaptor	No	100		
223.	25 mm x 1/2" ppr female elbow	No	100		
224.	25 mm x 1/2" ppr male adaptor socket	No	100		
225.	25 mm ppr plain socket	No	100		
226.	25 mm ppr tee socket	No	100		
227.	25 mm x 1/2" female tee	No	100		
228.	25 mm x 1/2" male adaptor tee	No	100		
229.	32 mm ppr plain tee	No	100		
230.	32 mm ppr plain socket	No	100		
231.	32 mm ppr plain elbow	No	100		
232.	32 mm x 3/4" female adaptor elbow	No	100		
233.	32 mm x 3/4" male adaptor socket	No	100		
234.	25 mm x 3/4" female adaptor socket	No	100		
235.	25 mm x 3/4" male adaptor socket	No	100		
236.	40 mm plain elbow	No	100		
237.	40 mm plain tee	No	100		
238.	40 mm plain socket	No	100		
239.	40 mm x 1" ppr female adaptor socket	No	100		
240.	40 mm x 32 plain reducer	No	100		
241.	40 mm x 1 1/4" male adaptor socket	No	100		
242.	40 mm x 1 1/4" female adaptor socket	No	100		

243.	50 mm ppr pipes	No	100		
244.	50 mm x 1½” male adaptor	No	100		
245.	50mm x 1½” female adaptor	No	100		
246.	63 mm ppr pipes “pn 20”	No	100		
247.	63 mm x 2” male adaptor socket	No	100		
	TOTAL TENDER PRICE				

Signature of tenderer _____

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

SECTION VIII: STANDARD FORMS

Notes on the sample Forms

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.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. 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.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 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 _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age Nationality Country of origin • Citizenship details </p>																		
	<p style="text-align: center;">Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">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 style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 40%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 25%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</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.

8.3 ME-3 FINANCIAL POSITION AND TERMS OF TRADE

- a. Attach letters of reference from the bankers regarding supplier's credit position.**(Compulsory)**

- b. State Credit period (minimum proposed is 30 days).....

(Compulsory i.e. any applicant who does not indicate the credit period and/or who indicates any credit period less than 30 days shall be automatically be disqualified)

Note – *Any information marked compulsory must be provided failure to which the applicant shall be automatically disqualified.*

8.4. FORM ME -5 -LITIGATION HISTORY

Name of Contract Supplier

Contractors/Suppliers should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

YEAR	AWARD FOR OR AGAINST	NAME OF CLIENT, CAUSE OF LITIGATION AND MATTER IN DISPUTE	DISPUTED AMOUNT (CURRENT VALUE, KSHS. EQUIVALENT

8.6 TENDER-SECURING DECLARATION FORM (To be filled on bidder's letterhead)

TENDER FOR:

To: Kenya School of Government, Embu.

We, the undersigned, declare that:

1. We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.
2. 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 3 years starting on....., 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 and when required, or
 - ii. Fail or refuse to furnish the Performance Security, in accordance with the ITT.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of:-
 - a. Our receipt of your notification to us of the name of the successful Tenderer; or
 - b. Thirty days after the expiration of our Tender.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: _____ in the capacity of.....

Name:

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

Dated:.....
.....

8.7 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 Procuring entity*]; (hereinafter called “the Procuring entity”) in
the sum of for which payment well and truly to be made to the said
Procuring entity, the Bank binds itself, its successors, and assigns by these
presents. Sealed with the Common Seal of the said Bank this _____
day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

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

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This 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*)

8.8 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

(Amend accordingly if provided by Insurance Company)

8.9 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]

8.10 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [name and address of tenderer](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

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

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

This guarantee shall remain valid 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]

8.11 MANUFACTURER’S AUTHORIZATION FORM

To *[name of the Procuring entity]*

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.

8.12 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

8.13 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