



**KENYA SCHOOL OF MONETARY STUDIES**

**P. O. Box 65041 – 00618, Nairobi, Kenya**

**Tel: +254 20 8646000, +254 727 600668, +254 733 600668**

**E-mail: [ksmscommunication@ksms.or.ke](mailto:ksmscommunication@ksms.or.ke)**

**Website: [www.ksms.or.ke](http://www.ksms.or.ke)**

**TENDER FOR SUPPLY, INSTALATION, TESTING AND COMMISSIONING  
OF SECURITY EQUIPMENT AT THE KENYA SCHOOL OF MONETARY  
STUDIES**

**REF. NO. KSMS/PROC/12/2016-2017**

**CLOSING DATE: DATE 22<sup>nd</sup> DECEMBER, 2016 AT 10.30AM**

# TABLE OF CONTENTS

## Table of Contents

SECTION I – INVITATION TO TENDER.....	3
INTRODUCTION.....	3
SECTION II: INSTRUCTIONS TO TENDERERS.....	4
APPENDIX TO INSTRUCTIONS TO THE TENDERERS .....	17
SECTION III: GENERAL CONDITIONS OF CONTRACT .....	18
SECTION IV: TECHNICAL REQUIREMENTS .....	23
SECTION V: TENDER QUALIFICATION AND AWARD .....	24
SECTION VI: FINANCIAL SUBMISSION.....	29
SECTION VII: NOTES ON STANDARD FORMS.....	29
SECTION VIII: STANDARD FORMS .....	30
SECTION IX: FORM OF TENDER .....	30
SECTION X: PROFILE OF THE COMPANY.....	31

## SECTION I – INVITATION TO TENDER

### **Tender Ref. KSMS/12/2016-2017: Tender for the Supply, Installation, Testing and Commissioning of Security Equipment at the KENYA SCHOOL OF MONETARY STUDIES**

- 1.1. Kenya School of Monetary Studies (**KSMS**) invites sealed tenders from eligible candidates for the Supply, Installation, Testing and Commissioning Of Security Screening Equipment as per Appendix Attached. This invitation is made through open tender method.
- 1.2. Complete Tender documents are available on KSMS website [www.ksms.or.ke](http://www.ksms.or.ke) and <http://supplier.treasury.go.ke> for those who may be interested at no cost.
- 1.3 Bidders who download the tender document are advised to sign a tender register at Procurement Division or email their contact address using the email: [procure@ksms.or.ke](mailto:procure@ksms.or.ke) before the tender closing date.
- 1.4 Prices quoted should be inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 120 days from the closing date of the tender.
- 1.5 There will be a **Site Visit on 13<sup>th</sup> December 2016 at 10.00am.**
- 1.6 Tenderers are required to submit together with the Tender, a Bid Bond of **Kshs 50,000.00** issued by a reputable bank or insurance company approved by Public Procurement Regulatory Authority (PPRA) of Kenya.
- 1.7 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in **Tender Box** next to the reception on the ground floor of KSMS Administration Block not later than **Thursday 22<sup>nd</sup> December, 2016 at 10.30am.**
- 1.8 Documents that cannot fit in the Tender Box should be delivered at the Procurement Office and registered with the Procurement Officer. Tenders submitted late will be rejected.
- 1.9 Tenders will be opened immediately thereafter in the presence of the tenderers' representatives who choose to attend the opening in the **KSMS Boardroom, Administration Block A on 2<sup>nd</sup> Floor.**

**EXECUTIVE DIRECTOR, KSMS.**

## **SECTION II: INSTRUCTIONS TO TENDERERS**

### **2.1. Eligible Tenderers**

- 2.1.1 This Invitation for tender is open to all tenderers eligible as described in the instructions to tenderer. 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. 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 KES 1,000/= where hard copies of tender documents are obtained.
- 2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **2.4. Contents of Tender Documents**

2.4.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- (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) Form of Tender
- (viii) 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

2.4.2. 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 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 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 issuing an addendum.

2.6.2. 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.

2.6.3. 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 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.

## **2.8. 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 paragraph 2.11 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 is in accordance with paragraph 2.14

## **2.9. Form of Tender**

2.9.1 The tenderers shall complete the Form of Tender 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 Price schedule the unit prices where applicable and total tender prices of the goods it proposes to provide under the contract.

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3. Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.10.4. The validity period of the tender shall be 120 days from the date of opening of the tender

## **2.11. Tender Currencies**

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

## **2.12. Tenderers Eligibility and Qualifications.**

2.12.1. Pursuant to 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.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Kenya School of Monetary Studies 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 Kenya School of Monetary Studies 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 School; and
- (c) a clause-by-clause commentary on the Kenya School of Monetary Studies 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 and form specified in the Invitation to tenders.
- 2.14.2. The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 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 2.14.8
- 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 School 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  
Will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
- 2.14.6. 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.
- 2.14.7. The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.14.8. The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the 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 30.

## **2.15. Validity of Tenders**

- 2.15.1. 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.
- 2.15.2. 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 tenderer shall prepare two copies of the tender, clearly / marking each –ORIGINAL TENDER and –COPY OF TENDER, as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2. The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3. The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.17. Sealing and Marking of Tenders**

- 2.17.1. The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as –ORIGINAL and –COPY. The envelopes shall then be sealed in an outer envelope.
- 2.17.2 The inner and outer envelopes shall:
- (a) Be addressed to the 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 **Thursday 22<sup>nd</sup> December, 2016 at 10.30am.**
- 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 **Thursday 22<sup>nd</sup> December, 2016 at 10.30am.**

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 thereafter be subject to the deadline as extended.

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

## **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 tender's is received by the procuring entity prior to the deadline prescribed for the 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, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4. No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.8.

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 **at 10.30 a.m. on Thursday 22<sup>nd</sup> December, 2016** 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 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. Comparison or contract award decisions may result in the rejection of the tenderers' tender.

### **2.22. Preliminary Examination and Responsiveness**

- 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 securities 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 may be 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 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.
- 2.22.4. 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.

- 2.22.5. 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 nonconformity.

### **2.23 Conversion to a Single Currency**

- 2.23.1. 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.

### **2.24 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 the stipulated time.

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.

### **2.5 Preference**

- 2.5.1 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 relating 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 tenderers 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'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 2.12.3, 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. 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.

***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 School 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 School's action. submitted a tender.

**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 30, 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 requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated 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 THE TENDERERS

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

No.	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
1.2	Tender document is available for downloading and completing the same from the KSMS and IFMIS- Kenya suppliers portal websites; <a href="http://www.ksms.or.ke">www.ksms.or.ke</a> and <a href="http://supplier.treasury.go.ke">http://supplier.treasury.go.ke</a> <b>AT NO COST</b> for those who would wish to participate in the tender
2.10.1/2.21	All prices quoted shall be <b>in Kenya Shillings</b> inclusive of all Government taxes. Currency conversion will not be applicable in this tender
2.14.1	The Tenderer shall provide a Tender Security of equivalent to <b>Kshs. 50,000.00 from a commercial bank or insurance company approved by PPRA</b> . The form of Tender Security is described and format provided in this Tender Document.
2.15	Tender shall remain valid for <b>120 days</b> after the date of tender opening indicated in the tender notice.
2.16.1	The tender shall be submitted in two copies i.e. one " <b>ORIGINAL TENDER</b> " and a ' <b>COPY</b> ' of the tender. Both copies put in an outer envelope marked with tender number and name.
2.16/2.18	Tenders to be received not later than <b>Thursday 22<sup>nd</sup> December 2016 at 10.30 a.m.</b>
<b>OTHERS:</b>	
Tenderers are advised to make a site inspection at their own cost to verify the scope of the specified works before tendering <b>on Tuesday 13<sup>th</sup> December 2016 at 10.00am</b> . Arrangement for accessing the site during tendering will be made with the <b>Head of Security or Procurement</b> and tenderer to sign and register. No claims for lack of information will be entertained after opening of the tenders.	

## **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 Goods" means all of the goods, 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 Candidate shall not, without the Kenya School of Monetary Studies 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 Kenya School of Monetary Studies 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 where applicable 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 School, 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 goods, and the tenderer shall either replace the rejected goods or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Kenya School of Monetary Studies right to inspect test and where necessary, reject the goods after the goods arrival and installation shall in no way be limited

or waived by reason of the goods having previously been inspected, tested and passed by the Procuring entity or its representative prior to the goods 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 and packaging 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, documents and installation of the same 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 requests 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 Kenya School of Monetary Studies 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 as 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, goods 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 any 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 forum, and/or 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 specified in the SCC.

### **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: TECHNICAL REQUIREMENTS

### I. SPECIFICATIONS FOR X-RAY BAGGAGE SCANNER- TWO (2) NO.

Supply, install, test and commission two (2No) baggage scanners with the following minimum specifications.

S/N	TECHNICAL SPECIFICATIONS (Technical description/specification)	SUPPLIER'S COMMENTS
1	Tunnel dimensions MINIMUM : 1000mm(Height) x 1000 mm (Width).MAXIMUM: 1010mm(Height) x 1010mm(Width)	
2	Conveyor height –Maximum 500mm	
3	Max object size – To fit in tunnel	
4	Conveyor load (distributed) - Minimum200kg	
5	Conveyor Speed: minimum230 mm per second	
6	Mechanical construction: - Steel frame construction, - Steel panels mounted on roller castors	
7	Advanced detection capability	
8	High resolution imaging forexplosives, weapons, drugs and other contraband	
9	Steel penetration range 25-42mm	
10	Resolution (wire recognition) 35-40 AWG or Cu equivalent	
	<b>X-Ray Generator/Source</b>	
11	Anode voltage 160 kVp constant potential tube	
12	Dual view: Vertically upward and horizontal	
13	Cooling - sealed oil bath or equivalent	
14	Duty cycle - 100%	
	<b>Imaging</b>	
15	Variable contrast adjustment	
16	Material discrimination	
17	Image archiving	
18	Threat image projection (TIP)	
	<b>Image Generation System</b>	

19	X- ray converter L-shaped detector line or equivalent	
20	Image presentation – Color image	
21	Image evaluation functions - electronic zoom, enlargement, material discrimination	
22	Monitor type - Flat panel LCD	
23	Power supply 220-240Vac, 50/60HZ	
24	X-ray leakage - Compliance with international x-ray emission standards	
25	Noise level - 80 dB(A)	
26	Humidity - 95% non-condensing	
27	Operating temperature: 0 – 40 degree Celsius	
28	Storage temperature: ( -) 20 – 50 degree Celsius	
29	High video resolution	
30	Contrast sensitivity - Multiple levels	
31	The equipment supplied shall have warranty of 1 year minimum (specify terms of warranty)	

## II. SPECIFICATIONS FOR WALK THROUGH METAL DETECTORS - SIX (6) NO.

Supply, install, test and commission (6No) Walk -Through Metal Detectors with the following minimum specifications.

	<b>TECHNICAL SPECIFICATIONS</b>	<b>SUPPLIER'S COMMENTS</b>
	<b>Technical description/specification</b>	
1	Detection of magnetic, nonmagnetic and mixed alloy metals	
2.	High detection speed – 10m/s	
3	High immunity to electrical and mechanical interference	
4	Microprocessor based control	
5	Programmable operation	
6	Programming to be done through a built in key pad and display unit or RS232 serial connection to remote control unit or PC	
7	Programming access to have security protection in the form of mechanical lock or password	



8	Cable free automatic synchronization of two or more metal detectors at a distance of 4m from each other	
9	Integrated control unit	
10	Modular control unit for ease of replacement	
11	Superior detection of both flat and rod shaped objects	
12	Individual zone boost adjustments to enable customization of detection characteristics and compensation of environmental changes	
13	Metal in motion at a distance greater than 50cm from side Panels should not trigger alarm.	
14	Programmable access codes to ensure tamper proof settings	
15	Continuous self-diagnostic testing to ensure smooth and consistent performance	
16	Easy to operate, easy maintenance, user friendly	
17	Power supply: 220-240Vac, 50/60HZ	
18	External interface via RS232C connector	
19	Operating temperature: 0-40 degree Celsius	
20	Relative humidity: 0-95% without condensation	
21	Storage temperature: (-)20 – 50 Degree Celsius	
25	Power supply 220-240Vac, 50HZ, Single phase	
26	X-ray leakage - Compliance with international X ray emission standards	
27	Noise level Below 80 dB(A)	
28	Humidity - 95% non-condensing	
29	The equipment supplied shall have warranty of 1 year minimum (specify terms of warranty)	

**The Scope of Works for both I and II above shall include Supply, Installation, testing, commissioning and training, INCLUSIVE OF ALL WORKS AND ACCESSORIES.**

## **SECTION V: TENDER QUALIFICATION AND AWARD**

The received tenders will be evaluated in three stages as detailed below:

Stage 1: Compliance with Mandatory Requirements

Stage 2: Compliance with Technical Specifications

Stage 3: Technical Evaluation (Capacity to deliver)

Stage 4: The Financial Evaluation (quoted prices)

### **1. Mandatory Requirements (MR)**

The following mandatory requirements must be met notwithstanding other requirements in the documents:

<b>MR</b>	<b>REQUIREMENTS</b>	<b>APPLICANT'S RESPONSE (YES OR NO)</b>
MR 1	Provide documentary evidence of the bidder Company's certificate of incorporation/registration (legal structure)	
MR 2	Provide copy of a valid Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA)	
MR 3	Submit a completed company's profile using the Confidential Business Questionnaire format provided in this tender document.	
MR 4	Submit with tender a Bid bond of Kshs. 50,000.00 issued by a reputable bank or insurance firm approved by Public Procurement Regulatory Authority (PPRA) of Kenya.	
MR5	Provide copies of Audited Accounts for the latest two (2) Accounting Years	
MR 6	Submit Manufacturers authorization letter for equipment tendered for.	
MR7	<b>Bidders to attend pre-bid /site meeting and sign attendance register with procurement Division*.</b>	

**\*Pre-Bid Meeting/ Site Survey is scheduled for December 13<sup>th</sup>, 2016 starting at 10.00am**

Only bidders who meet all the Mandatory requirements will proceed to Technical Evaluation Stage.

## **2. TECHNICAL SPECIFICATIONS**

Tenderers meeting all the mandatory requirements shall have their bids checked against **compliance with technical specifications** indicated in **Section “IV”** of this tender document.

Only the vendors who are fully compliant with the **MINIMUM technical specifications** in **Section “IV”** and the Mandatory Requirements above will proceed to stage 3, Technical Evaluation (Capacity to Deliver the Service).

## **3. TECHNICAL EVALUATION (CAPACITY TO DELIVER THE SERVICE)**

No.	Evaluation Attribute	Max Score (%)	Bidder Score (%)
<b>T1</b>	<b>EXPERIENCE</b>	<b>10%</b>	
	Number of years in implementation of similar solutions	- 5 Years and above = 10% - Others prorated at: $\frac{\text{Number of years} \times 10}{5}$	
<b>T2</b>	<b>REFERENCES</b>	<b>30%</b>	
	Provide list of at least 5 clients of similar completed/on-going projects involving similar solutions.  Give current address, physical, telephone and contact person of listed references	- 5 clients and above = 30% - Others prorated at: $\frac{\text{Number of clients} \times 30}{5}$	
<b>T3</b>	<b>TECHNICAL STAFF</b>	<b>30%</b>	
	Provide a list of at least 3 qualified technicians for installation & commissioning  Attach support documents CVs and copies of academic certificates	- 3 or more Technicians = 30% - Others prorated at: $\frac{\text{Number of Technicians} \times 30}{2}$	
<b>T5</b>	<b>FINANCIAL CAPACITY</b>	<b>20%</b>	
	a) Profitability Margin	A margin of 30% and above will score 10 marks; 10-29 % = 5 marks; 1-9% = 1mark and below 1% = 0 mark	
	b) Liquidity Ratio	2:1 – 10 marks; 1:1 –5marks; 0.5:1- 1mark less than 0.5:1 -0 mark	
<b>T3</b>	<b>DELIVERY PERIOD</b>	<b>10%</b>	
	State delivery, installation and commissioning period of the solutions. Provide documentary evidence of Schedule of Work	Less than < 8 weeks = 10% 9-12 weeks = 5% > 12 weeks = 1%	
	<b>TOTAL</b>	<b>100%</b>	

#### 4. FINANCIAL EVALUATION (PRICE)

Tenderers should note that only tenders that **score 75% and above** from the above Evaluation criteria will qualify to have their financial bids evaluated. Those scoring below 75% will not be evaluated further and will be disqualified. Financial evaluation will be based on the price quoted, the lowest among the qualified bidders will be considered as the lowest evaluated bidder.

**A Due Diligence to confirm information will be carried out by the Evaluation Committee.**

**SECTION VI: PRICE SCHEDULE OF GOODS AND WORKS**

1	2	3	4	5	6
Item No	Description	Country of origin	Quantity	Unit price (Kshs)	Total Price per item (Kshs)-cols 4x 5
1.	Supply, Installation, Testing & Commissioning of <b>X-Ray baggage Scanners</b> Inclusive of Training and all works and accessories.		Two (2)		
2	Supply, Installation, Testing & Commissioning of <b>Walk -Through Metal Detectors</b> Inclusive of Training and all works and accessories.		Six (6)		

**Name of Tenderer:** \_\_\_\_\_

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

**SECTION VII: NOTES ON STANDARD FORMS**

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 2.9 and in accordance with the requirements included in the special conditions of contract.

2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 2.12.3
  
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
  
5. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the conditions of contract.

## **SECTION VIII: STANDARD FORMS**

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form

6. Performance security form

7. Bank guarantee for advance payment

**8.1 - FORM OF TENDER**

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
*(name and address of School)*

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 installation, testing and commissioning of security screening equipment 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 the goods 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 school in a sum of equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract , in the form prescribed by ..... *( School)*.

4. We agree to a bid 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 – KES.....

Name of your Bankers ..... Branch .....

**Part 2 (a) – Sole Proprietor:**

Your name in full ..... Age .....

Nationality ..... Country of origin .....

1. 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 KES:.....

Issued KES:.....

Given details of all directors as follows

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

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

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

### 8.3 TENDER SECURITY FORM

Whereas ..... [*name of the tenderer*]

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

THE CONDITIONS of this obligation are:-

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

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

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

[*signature of the bank*]\_\_\_\_\_

(Amend accordingly if provided by Insurance Company)

## 8.4 - CONTRACT FORM

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between ..... [*name of Procurement entity*] of ..... [*Country of Procurement entity*] (Hereinafter called “the School) of the one part and ..... [*Name of tenderer*] of ..... [*City and country of tenderer*] (Hereinafter called “the tenderer”) of the other part;

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

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

**8.5 PERFORMANCE SECURITY FORM**

To .....  
[name of School]

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]

**8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To .....  
[Name of School]

[Name of tender] .....

Gentlemen and/or Ladies:

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

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

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

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until ..... [date].

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

**8.7 MANUFACTURER’S AUTHORIZATION FORM**

To [name of the School] .....

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

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

---

[Signature for and on behalf of manufacturer]

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



**8.8 LETTER OF NOTIFICATION OF AWARD**

Address of School

\_\_\_\_\_  
\_\_\_\_\_

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

**8.9 FORM RB 1**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*School*)

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

**REQUEST FOR REVIEW**

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of .....20.....

SIGNED  
Board Secretary