

COUNTY GOVERNMENT OF KIAMBU



**TENDER DOCUMENT FOR SERVICE AND REPAIR OF
LIFTS IN THE REPRODUCTIVE HEALTH UNIT
AT THIKA LEVEL 5 HOSPITAL**

(OPEN NATIONAL TENDER)

TENDER NO: KCG/RT/TL5H/003/2019-2020

CLOSING DATE & TIME: TUESDAY

19TH MAY 2020 AT 10.00AM

County Government of Kiambu

P.O. Box 2344 - 00900 Kiambu, Kenya

Website: www.kiambu.go.ke

MAY 2020

SECTION I - LETTER OF INVITATION

OPEN NATIONAL TENDER

Thika level 5 Hospital invites eligible and interested bidders, to apply for Tender – for *Provision of Maintenance and Repair services for lift servicing* for the financial year 2020/2021.

NO.	TENDER DESCRIPTION
TENDER NO. KCG/RT/TL5H/003/2019-20 20	Provision of Maintenance and Repair services for lift servicing

A complete set of tender documents to be downloaded from County Government of Kiambu Website (www.kiambu.go.ke).

Completed tender documents **TWO (2) SETS COPIES** are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at **County Government of Kiambu – Thika LEVEL 5 HOSPITAL – Procurement Office** so as to be received on or before **Tuesday 19TH MAY 2020 at 10:00 A.M**

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **County Government of Kiambu – Thika LEVEL 5 HOSPITAL – Procurement Office at 10.30 A.M**

INSTRUCTION TO TENDERERS

Note: The tenderer must comply with the following conditions and instructions and failure to do so is liable to result in rejection of the tender.

GENERAL

1. Definitions

- (a) “**Tenderer**” means any person or persons partnership firm or company submitting a sum or sums in the Bills of Quantities in accordance with the Instructions to Tenderers.
- (b) “**Approved tenderer**” means the tenderer who is approved by the Employer.
- (c) Any noun or adjective derived from the word “**tender**” shall be read and construed to mean the corresponding form of the noun or adjective “**bid**”. Any conjugation of the verb “tender” shall be read and construed to mean the corresponding form of the verb “bid”.

2. Eligibility and Qualification Requirements

2.1 This invitation to tender is open to all tenderers .

2.2 To be eligible for award of Contract, the tenderer shall provide evidence satisfactory of their eligibility, their capability and adequacy of resources to effectively carry out the subject Contract.

- (a) Details of experience and past performance of the tenderer on the works of a similar nature within the past five years and details of current work on hand and other contractual commitments.
- (b) The qualifications and experience of key personnel proposed for administration and execution of the contract, both on and off site.
- (c) Major items of construction plant and equipment proposed for use in carrying out the Contract. Only reliable plant in good working order and suitable for the work required of it shall be shown on this schedule. The tenderer will also indicate on this schedule when each item will be available on the Works.
- (d) Details of subcontractors if any to whom it is proposed to sublet any portion of the Contract and for whom authority will be requested for such subletting .
- (e) Details of any current litigation or arbitration proceedings if any in which the Tenderer is involved as one of the parties.

2.3 Joint Ventures

Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements:-

- (a) The tender, and in case of a successful tender, the Form of Agreement, shall be signed so as to be legally binding on all partners.
- (b) One of the partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- (c) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge.
- (d) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under

(b) above as well as in the Form of Tender and the Form of Agreement (in case of a successful tender).
- (e) A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

3. Cost of Tendering

The tenderer shall bear all costs associated with the preparation and submission of his tender and the Hospital will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

4. Site Visit

4.1 The tenderer is advised to visit and examine the Site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the Site shall be the tenderer's own responsibility.

4.2 The tenderer and any of his personnel or agents will be granted permission by the Hospital to enter upon premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel or agents, will release and indemnify the Hospital from and against all liability in respect of, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.

Tenderers must provide their own transport. The representative will not be available at any other time for site inspection visits.

Each tenderer shall complete the Certificate of Tenderer's Visit to the Site, whether he in fact visits the Site at the time of the organized site visit or by himself at some other time.

PREPARATION OF TENDERS

1. Language of Tender

1.1 The tender and all correspondence and documents relating to the tender exchanged between the tenderer and the Hospital shall be written in the English language. Supporting documents and printed literature furnished by the tenderer with the tender may be in another language provided they are accompanied by an appropriate translation of pertinent passages in the above stated language. For the purpose of interpretation of the tender, the English language shall prevail.

2. Documents Comprising the Tender

9.1 The tender to be prepared by the tenderer shall comprise: the Form of Tender and Appendix thereto, the Priced Bills of Quantities and Schedules, the information on eligibility and qualification, and any other materials required to be completed and submitted in accordance with the tender documents. The Forms, Bills of Quantities and Schedules provided in the tender documents shall be used without exception.

3. Tender Prices

3.1 All the insertions made by the tenderer shall be made in INK and the tenderer shall clearly form the figures. The relevant space in the Form of Tender and Bills of Quantities shall be completed accordingly without interlineations or erasures except those necessary to correct errors made by the tenderer in which case the erasures and interlineations shall be initialed by the person or persons signing the tender.

The prices and unit rates in the Bills of Quantities are to be the full [all-inclusive] value of the work described under the items, including all costs and expenses which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based. All duties and taxes and other levies payable by the Contractor under the Contract or for any other cause shall be included in the rates and prices and the total tender prices submitted by the Tenderer.

Each price or unit rate inserted in the Bills of Quantities should be a realistic estimate for completing the activity or activities described under that particular item and the tenderer is advised against inserting a price or rate against any item contrary to this instruction.

3.2 The rates and prices quoted by the tenderer are subject to adjustment during the performance of the Contract only in accordance with the provisions of the Conditions of Contract. The tenderer shall complete the schedule of basic rates and shall submit with his tender such other supporting information as required.

4. Currencies of Tender and Payment

4.1 Tenders shall be priced in Kenya Shillings and the tender sum shall be in Kenya Shillings.

5. Tender Validity

5.1 The tender shall remain valid and open for acceptance for a period of one hundred and twenty (120) days from the specified date of tender opening or from the extended date of tender opening (in accordance with clause 7.4 here above) whichever is the later.

6. Sealing and Marking of Tenders

The tenderer shall seal the original and copy of the tender in separated envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”.

The envelopes shall then be sealed in an outer envelope.

7. Deadline for Submission of Tenders

7.1 Tenders must be received on or before **Tuesday 19TH MAY 2020 at 10:00 A.M**

Tenders delivered by hand must be placed in the “tender box” provided in Thika Level 5 Hospital.

TENDER OPENING AND EVALUATION

Tender Opening

The Tender opening committee will open the tenders in the presence of the tenderers' representatives who choose to attend at the time and location indicated in the Letter of Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

At the tender opening, the Chairperson will announce the tenderer's names, total tender price, tender price modifications and tender withdrawals, if any, and such other details as the tender opening committee, at their discretion, may consider appropriate. No tender shall be rejected at the tender opening except for late tenders.

The tender opening committee shall prepare minutes of the tender opening including the information disclosed to those present.

Tenders not opened and read out during the tender opening shall not be considered further for evaluation, irrespective of the circumstances.

For the purpose of this clause, a substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation and has a valid bank guarantee. A material deviation or reservation is one which affects in any substantial way the scope, quality, completion timing or administration of the Works to be undertaken by the tenderer under the Contract, or

which limits in any substantial way, inconsistent with the tender documents, the tenderers obligations under the Contract and the rectification of which would affect unfairly the competitive position of other tenderers who have presented substantially responsive tenders.

Evaluation and Comparison of Tenders

The Tender Evaluation Committee will evaluate only tenders determined to be substantially responsive to the requirements of the tender documents in accordance with clause 23.

In evaluating tenders, the evaluation committee will determine for each tender the evaluated tender price by adjusting the tender price as follows:

If the lowest evaluated tender is seriously unbalanced or front loaded in relation to the entity's estimate of the items of work to be performed under the Contract, the Hospital may require the tenderer to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the relationship between those prices, and schedules.

Award

The Contract will be awarded to the tenderer whose tender is determined to be substantially responsive to the tender documents and who has offered the lowest evaluated tender price subject to possessing the capability and resources to effectively carry out the Contract Works.

The Hospital reserves the right to accept or reject any tender, and to annual the tendering process and reject all tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected tenderers or any obligation to inform the affected tenderers of the grounds for the entity's action.

Notification of Award

Prior to the expiration of the period of tender validity prescribed by the Hospital, the Hospital will notify the successful tenderer in writing by registered mail or email that his tender has been accepted. This letter (hereinafter and in all Contract documents called "Letter of Acceptance") shall name the sum (hereinafter and in all Contract documents called "the Contract Price") which the Hospital will pay to the Contractor in consideration of the execution and completion of the Works as prescribed by the Contract.

Notification of award will constitute the formation of the Contract.

The unsuccessful tenderers will promptly be notified that their tenders have been unsuccessful.

Within twenty eight [28] days of receipt of the form of Contract Agreement from the Hospital, the successful tenderer shall sign the form and return it to Thika Level 5 Hospital .

Termination

Thika Level 5 Hospital may terminate the Contract if the other party to the contract causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;

- a) The Contractor stops work for days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Project Manager.
- b) The Contractor delays or fails in his contractual obligations.
- c) The Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation.

GENERAL CONDITIONS FOR LIFTS SERVICE CONTRACT.

1. All work carried out under this contract shall be to the highest standards of workmanship and safety and shall be carried out by competent engineers or technicians with proper supervision.
2. All materials and component parts supplied or used hereunder shall be of the highest quality in conformity with the current specifications of the lift manufacturer and obtained from merchants or manufacturers of the highest repute.
3. All work carried out and materials and component parts supplied or used hereunder shall be such as may be approved by the Project Manager and by the Chief Inspector of Factories.
4. Whenever a lift is out of service while the contractor is carrying out an examination or maintenance or other work the contractor shall display next to each landing door to such lift a suitable notice indicating that such lift is not available for service.
5. The contractor shall in respect of every lift provide and leave in each lift motor room an approved book in which a history of lift maintenance can be recorded and on the occasion of each and every visit the contractor shall enter in the book the date and time of the visit, any defects found, the work carried out and the time spent, such entry being signed by the contractor's representative. An appropriate space shall be provided for the Project Manager's counter signature and also the signature of the caretaker.
6. The contractor shall submit the Project Manager not more than seven days after each visit a report setting out clearly the work done, any adjustments made, the condition of the electric wiring, control panel and machinery, and details of any further work considered necessary or advisable, including in particular any work necessary or advisable to ensure compliance with any relevant statutory requirement.

7. The contractor shall operate at its premises at all time except on Saturdays, Sundays and Public Holidays, during normal Government working hours, and at all other times shall operate an emergency service and upon receiving notice of a fault from the Government shall dispatch a technician without delay to investigate and rectify such fault.

PARTICULAR SPECIFICATIONS OF SERVICES

The Contractor shall undertake:

1. To provide once every four weeks reckoned from the commencement of this agreement competent personnel who shall examine, clean, lubricate and adjust all parts of the lift mechanism, guides, floor leveling, lift contactors, selectors, interlocks, car doors, lift gates, cabin ceiling, signals and pushes.
2. On each such occasion to provide and apply as necessary cleaning material, oils and greases, but excluding the draining out of the gear box and replenishing with fresh oil.
3. On each such occasion to leave clear and free from rubbish all portions of floors and walls adjacent to the lift.
4. If called upon to do so, to provide attendance by competent personnel to carry out emergency or other necessary work of repair, replacement or adjustment at any time (including night-time and week-ends) between periodical examinations as aforesaid.
5. To **replace** or **repair** as and when necessary to maintain the lift in safe and efficient working order, all parts of the lift installation and its lighting and intercommunication systems including but not limited to cabin lamps, contacts, contact springs, brushes to motors, contactors, indicator lamps, selectors, limit switches, relays, fuses and door sensors.
6. During the Statutory Lift Inspection by Government Inspectors to avail at least one lift mechanic to the site of inspection twice a year.
7. To change oil to motor-gears (gear-cases) at the commencement of this contract in the presence of Government Lift Inspectors and thereafter annually (note: Topping of oil is part of the service).
8. To carry out brake stripping, cleaning, setting and lining of the brake shoes at the commencement of this contract and thereafter annually in the presence of Government Lift Inspectors.
9. To set all overloads at the commencement of this contract in the presence of Government Lift Inspectors and thereafter annually.
10. To strip and set the safety gear mechanisms at the commencement of this contract in the presence of Government Lift Inspectors and thereafter annually.

11. Within the contract maintenance period, the Contractor shall respond to **call-backs** anytime of the day, night, during public holidays or weekends whenever called upon by the Employer to do so.
12. On the occasion of each and every visit, the contractor shall enter in the logbook the date and time of the visit, any defects found, the work carried out and the time spent, such entry being signed by the contractor's representative. An appropriate space shall be provided for the caretaker's and Project Manager's counter signatures.

STATEMENT OF COMPLIANCE

- (a) I confirm **compliance with all clauses** in this tender specification.
- (b). I confirm that I have not and will not make any payment to any person which can be perceived as an inducement to enable me win this tender.

Signed: for and on behalf of the

Tenderer

Date:

Official rubber stamp

PRICE SCHEDULES

1. The tenderer/bidder shall before tendering for these works, visit the sites of the proposed service works to ascertain himself with the existing conditions of the lifts and to establish the extent of works required to maintain or bring back the lifts into service.

Prices quoted shall include VAT, withholding tax and all other taxes current at the time of tender. In accordance with Government policy, the **VAT** and the **withholding tax** shall be deducted from all payments made to the contractor, and the same shall subsequently be forwarded to the Kenya Revenue Authority (KRA).

The tenderer is deemed to have included for all the above requirements in his monthly service charge for each lift.

2. Fill in the price in the “**Monthly Service Charge**” Column against each lift or group of lifts.
3. Write “**NO TENDER**” against any lift or group of lifts for which you do not intend to tender or bid for.
4. Total the monthly service charges for all lifts per site
5. Multiply by the total monthly service charges for all the lifts per site and carry forward to Price Summary.
6. Ensure that you carry forward to “**Form of Tender**” the total costs in the Price Summary.
7. Ensure that you provide cost breakdown of the Total Monthly Service Charge comprising materials, labour, transport and any other costs in the form.

LIFT MAINTENANCE

BUILDING	TOTAL NUMBER OF LIFTS	LOAD IN KG PER LIFT	MAKE	NUMBER OF STOPS	SPEED	YEAR OF INSTALLATION
RHU	1	1600kg	SYMAX Brand	5	1.0m/s	
	2	1600kg	SYMAX Brand	5	1.0m/s	
	3	800kg	SYMAX Brand	4	1.0m/s	
	4	800kg	SYMAX Brand	4	1.0m/s	
	5	200kg	SYMAX Brand	2	0.4m/s	
	TOTAL MONTHLY SERVICE CHARGE					

TOTAL AMOUNT IN WORDS: - Kenya Shillings.....

.....

.....

Contractor's Name and Stamp.....

Signature..... Date.....

PIN No..... VAT Certificate No.....

Witness..... Address.....

Signature of witness..... Date.....

SCHEDULE OF COST BREAKDOWN OF THE TOTAL MONTHLY SERVICE CHARGE INDICATED ON PAGE F/2

Item	Description	Qty	Unit	Rate	Kshs
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.					
TOTAL MONTHLY SERVICE CHARGE					

FORM OF TENDER

**To: The Medical superintendent,
Thika Level 5 Hospital**

Dear sir,

1. In accordance with the Instructions to Tenderers, Conditions of Contract, Specifications and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of:

Kshs.....[Amount in figures]

Kenya
Shillings.....

.....[Amount in words]

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of Hospital Representatives notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until **for a period of 120 days from the date of tender opening**, and shall remain binding upon us and may be accepted at any time before the expiry of that period.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of20.....

Signaturein the capacity of
.....

Duly authorized to sign tenders for and on behalf of:

.....[Name of

Tenderer[

of.....[Address of

Tenderer]

PIN No.

.....

VAT CERTIFICATE No.

.....

Witness: Name

Address

Signature Date

**FORM OF
AGREEMENT**

THIS AGREEMENT, made
the _____ day of _____ 20____
between _____ of
n _____ (or
whose registered office is situated
at) _____ (and
hereinafter called “the Hospital”) of the one part
AND

_____ of (or whose registered
office
is
situated) _____ (hereinafter
called “the Contractor) of the other part.

WHEREAS THE Hospital is desirous that the Contractor executes _____

_____ (Name and identification number Contract)
(hereinafter called “the Works”) located at _____
(Place/location of the works) and the Hospital has accepted the tender
submitted by the Contractor for the execution and completion of such works and the
remedy of any defects therein in the sum of Kshs. _____ (amount in
figures) Kenya Shillings

_____ (amount in words) (herein after
called “the Contract price”).

NOW THIS AGREEMENT WITNESSETH As follows:-

1. In this Agreement, words and expressions shall have the same meanings as respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of acceptance
 - (ii) Form of Tender
 - (iii) Conditions of Contract Part I
 - (iv) Conditions of Contract and Appendix to Conditions of Contract
 - (v) Specifications
 - (vi) Drawings

(vii) Priced Bills of Quantities/Priced Schedule of Unit Rates
(Whichever is applicable)

3. In consideration of the payments to be made by the Hospital to the Contractor as herein after mentioned, the Contractor hereby covenants with the Hospital to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the contract.

4. The Hospital hereby covenants to pay the contractor in consideration of the execution and completion of the Works 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 thereto have caused this Agreement to be executed the day and year first written.

The common Seal of _____

Was hereunto affixed in the presence of _____.

Signed, Sealed and Delivered by the said _____

Binding Signature of Hospital. _____.

Binding Signature of
Contractor _____.

In the presence of (i) Name _____.
Address _____
_____.

Signature

Date _____.

(ii) Name _____.
Address _____
_____.

Signature

Date _____.

FORM OF TENDER SECURITY

WHEREAS..... (hereinafter called “the Tenderer”)
.....
has submitted his tender
dated..... for the construction of
.....
.....
..... (name of Contract)
KNOW ALL PEOPLE by these presents that havin
WE..... g
our registered office at (hereinafter called “the
..... Bank”),
are bound unto (hereinafter called “the
Employer” in the sum of
Kshs..... for which payment
well and truly to be made to the said Entity, the Bank bind 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 after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers

Or
2. If the tenderer, having been notified of the acceptance of this tender by the Employer during the period of tender validity:
 - a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

This guarantee will remain in force for a period of 150 days from the date of tender opening, and any demand in respect thereof should reach the Bank not later than the said date.

[date]

[signature of the Bank]

[witness]

[seal]

INSURANCE INDEMNITY COVER

**To: The MEDICAL SUPERINTENDENT,
THIKA LEVEL 5 HOSPITAL**

Dear Sir,

(Please Note: The contractor is required to submit to the Project Manager an Insurance Indemnity Cover from a reputable insurance company located within the Republic of Kenya to cover the entire maintenance contract.)

This cover shall be valid until the date of issue of the End of Maintenance Period Certificate.

SIGNATURE AND SEAL OF THE GUARANTOR

.....

Name of Insurance Company

.....

Address

.....

Date

.....

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of Tenderer:
.....
2. Full address of Tenderer to which tender correspondence is to be sent (unless an agent has been appointed below):
.....
3. Telephone number (s) of Tenderer:
.....
4. Telex/Fax Address of Tenderer:
.....
5. Name of Tenderer's representative to be contacted on matters of the tender during the tender period:
.....
6. Details of Tenderer's nominated agent (if any) to receive tender notices. This is essential if the Tenderer does not have his registered address in Kenya (name, address, telephone, telex):
.....
.....

Signature of Tenderer

Make copy and deliver to : _____ (Name of Employer)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2(c) and (2d) whichever applies 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: Country/Town.....

Plot No..... Street/Road

.....

Postal Address..... Tel

No.....

Nature of

Business.....

Current Trade Licence No..... Expiring
date.....

Maximum value of business which you can handle at any time:

Kenya

Shillings.....

Name of your

bankers.....

Branch.....

.....

Part 2 (a) – Sole Proprietor

Your name in full.....

Age.....

Nationality..... Country of

Origin.....

Citizenship details

.....

Part 2 (b) – Partnership

Give details of partners as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Share s</i>
1.
2.
3.
4.

Part 2(c) – Registered Company

Private or Public

State the nominal and issued capita of the company:

Nomina

1 KShs.

Issued KShs.

Give details of all directors as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details*</i>	<i>Shares</i>
1.
2.
3.
4.

Part 2(d) Interest in the Firm:

Is there any person/persons in the employment of the Government of Kenya WHO has interest in this firm? Yes/No (Delete as necessary)

I certify that the above information is correct.

.....
Title

.....
... Signature

.....
Date

* Attach proof of citizenship

KEY PERSONNEL

Qualifications and experience of key personnel proposed for administration and execution of the Contract.

POSITION	NAME	YEARS OF EXPERIENCE (GENERAL)	YEARS OF EXPERIENCE IN PROPOSED POSITION
<p><u>Headquarters</u></p> <p>1. Director</p> <p>2.</p> <p>3.</p> <p>4.</p> <p>5.</p> <p>6.</p> <p>7.</p>			
<p><u>Site office</u></p> <p>1. Site Superintendent</p> <p>2.</p> <p>3.</p> <p>4.</p> <p>5.</p> <p>6.</p> <p>7.</p> <p>8.</p>			

I certify that the above information is correct.

.....
Title

.....
.....
Signature

.....
.....
Date

CONTRACTS COMPLETED IN THE LAST EIGHT (8) YEARS

Work performed on works of a similar nature, complexity and volume over the last 8 years.

DESCRIPTION OF WORK	NAME OF CLIENT	YEAR OF COMPLETION	VALUE OF CONTRACT (Kshs.)

I certify that the above works were successfully carried out and completed by ourselves.

.....

Title

.....

.... Signature

.....

Date

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)

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*]

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

FORM RB 1

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
 - 2.
- 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

