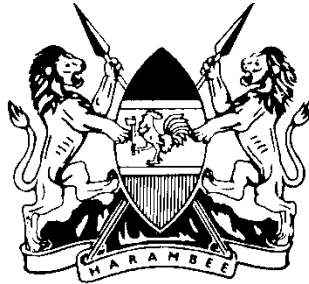


REPUBLIC OF KENYA



**MINISTRY OF EDUCATION
STATE DEPARTMENT OF VOCATIONAL AND TECHNICAL TRAINING
P.O BOX 9583-00200
NAIROBI**

**FOR THE SUPPLY AND DELIVERY OF FURNITURE AND
FITTINGS TO TEN (10) TECHNICAL AND VOCATIONAL
INSTITUTIONS**

NCB/MOE-VTT/TVET/10/2016-2017

IFMIS TENDER NUMBER: 407174

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Introduction

- 1.1 This Standard Tender Document has been prepared for use by public entities in Kenya
- 1.2 The following general directions should be observed when using the document.
 - (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options
 - (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.
- 1.3 (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.

(b) The Invitation to Tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

SECTION I

INVITATION TO TENDER

DATE

TENDER NAME

**FOR THE SUPPLY AND DELIVERY OF
FURNITURE AND FITTINGS TO SIXTY
(60) TECHNICAL AND VOCATIONAL
INSTITUTIONS**

- 1.1 The Ministry of Education-State Department of Vocational and Technical Training *invites* sealed tenders from Women, Youth and People With Special Needs for the **Supply and Delivery of Furniture and Fittings to Sixty (60) Technical and Vocational Institutions** valid for 120 days.
 - 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the office of the **Head, Supply Chain Management Officer, Ministry of Education, State department of Vocational and Technical Training, Jogoo House 'B', Harambee Avenue, 8th Floor Room 810 P.O Box 9583-00200, NAIROBI**, during normal working hours.
- A complete set of tender documents may be obtained by interested Candidates on the State Department of Vocational and Technical Training-Ministry of Education website www.education.go.ke
- 1.3 Completed tender documents are to be received online on 4th April 2017.
 - 1.4 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
 - 1.5 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives (Tender will be closed automatically).

SECTION II- INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

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

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 A complete set of tender documents may be obtained by interested Candidates on the State Department of Vocational and Technical Training-Ministry of Education website www.education.go.ke

2.4. **The Tender Document**

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

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

2.5 **Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the

entity's address indicated in the Invitation to Tender. The Procuring

entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the

procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have Received the tender document.

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

2.6 Amendment of Documents

- 2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the

2.9.2 Goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

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

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

2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its

tender, documents establishing the tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderer's eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer's, 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 tenderer's qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer's offering to supply goods under the contract which the tenderer did not manufacture
- (b) or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (c) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (d) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that
- 2.13.5 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
- 2.13.6 substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the
- 2.13.7 Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the special condition of tender
- 2.14.2 The tender security shall be in the amount Specified in the Special Conditions of Tender
- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

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

2.14.8 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.9 The tender security may be forfeited:

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

2.15 **Validity of Tenders**

2.15.1 Tenders shall remain valid for 150 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

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

2.16 **Format and Signing of Tender**

2.16.1 The Procuring entity shall prepare two copies of the tender. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the

tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the

2.16.4 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 for Tenders and the words, "DO NOT OPEN BEFORE," 4th April 2017

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

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than 4th April 2017

2.18.1 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

- 2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be
- 2.19.3 sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.4 No tender may be modified after the deadline for submission of tenders.
- 2.19.5 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.6 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.7 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

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend (The tender will be closed automatically)

The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 2.20.1 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.

2.20.2 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

2.21.2 The prices or substance of the tender shall be sought, offered, or permitted.

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

2.22 Preliminary Examination

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

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

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

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

of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.23 Conversion to Single Currency

- 2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling

- 2.23.2 Exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

- 2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

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

2.25 Preference

- 2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26 Contacting the Procuring entity

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

- 2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

- (a) **Post-qualification**

2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) **Award Criteria**

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

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

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **Procuring entity's Right to accept or Reject any or All Tenders**

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

2.28 Notification of Award

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

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

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

2.31 Corrupt or Fraudulent Practices

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing 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
- (iii) 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
- (iv) artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

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

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

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERNCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	Open tender valid for 120 days
2.15.1	Tender valid for 120 days
2.17.1	Tenders shall be submitted online
2.18.1	Date.....
2.27.2	The determination will take into account the tenderer financial, technical, and production/handling 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.
2.27.4	The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender per lot, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

(a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

(c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.

(d) "The Procuring entity" means the organization purchasing the Goods under this Contract.

(e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

- 3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

- 3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

3.7 Performance Security

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than fourteen (14) days following the date of completion of the Tenderer's performance

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

3.8 Inspection and Tests

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 **Delivery and Documents**

Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 **Insurance**

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 **Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 **Prices**

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.13.2 Contract price variations shall not be allowed for contracts not exceeding **one year (12 months)**

3.13.3 Where contract price variation is allowed, the variation shall not exceed **10% of the original contract price.**

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

3.14. **Assignment**

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

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

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

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

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

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 Special Conditions of Tender shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

4.2 Special conditions of contract as relates to the GCC

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.17.1	Tenders shall be submitted online
2.17.2 (b)	Tender shall be automatically be closed
2.27.4	<p>-The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender per lot, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.</p> <p>-Tenderer to quote per lot</p> <p>-There are 6 lots to be quoted for separately</p>
3.7.1	5% performance security for 6 months from a reputable bank or registered insurance company. If Youth, Women or People With Special Needs sign the tender securing form
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.
3.8.3	Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.10.1	Delivery of the Goods shall be made by the tenderer to Institutions as listed as per appendix I
3.12.1	The method and conditions of payment to be made to the tenderer under this Contract shall be made through Electronic Funds Transfer
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. -Cost of items should include the cost of delivery to all the institutions as listed in Appendix I
3.16.1	The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity (b) if the tenderer fails to perform any other obligation(s) under the Contract (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

EVALUATION CRITERIA

Evaluation shall be carried out in three stages namely preliminary examination of documents for conformance with mandatory requirements, technical evaluation and commercial evaluation.

Stage One: Preliminary Examination

- Preliminary Evaluation under special condition of the contract. These are mandatory requirements.

This shall include *Submission and* confirmation of the following: -

- a) Tender securing form duly completed, signed and stamped.
- b) Confidential Business Questionnaire fully filled, signed and stamped.
- c) Tender Form duly completed, signed and stamped.
- d) Tender is valid for the period of 120 days.
- e) Valid Tax compliance certificate from Kenya Revenue Authority.
- f) Registration Certificate or Certificate of Incorporation
- g) A declaration form that the director of the firm has never been debarred from participating in Public Procurement Tender and is not involved in corruption.
- h) Indicate compliance to the specifications.
- i) Brochures/manufacturers catalogue with specifications
- j) Attach valid **AGPO** certificate.

Failure to meet any one of the above requirements shall lead to automatic disqualification.

Stage Two: Technical Evaluation

The Tender Processing Committee will ensure that tenderers comply to the technical specifications provided and **score to a maximum of 70 points**

Stage Three: Commercial Evaluation

Bids that pass the above two stages shall be compared on the basis of unit prices quoted and the lowest priced will be considered lowest evaluated and subsequently recommended for award. **Prevailing market prices will be used to determine the responsiveness of the bidders and score to a maximum of 30 points.**

Note:

The Tenderer will be automatically disqualified where false or fraudulent Information is given.

Tenderer should indicate past supply experience.

The department shall conduct site visit on the Tenderer's who have met the stated conditions by visiting their premises to :

- Confirm the financial capacity and capability of the firm (the personnel & machinery).
- Confirm the authenticity of the documents provided
- Confirm the premises/physical location.
- Confirm previous performance.

All the goods shall be delivered at **institutions as listed as per appendix I**

Payments shall be made only after satisfactory delivery of the goods and the order shall be confirmed by official LPO duly signed by an authorized government officer(s).

Tenderers must quote only one price per item.

Index mechanism to adjust prices will be based on relevant public information.(CPI, inflation, exchange rate and prevailing market prices) .

Failure to comply with contractual terms, the performance security will be forfeited to the government.

As part of assessment of financial capability the Tenderer is required to provide a bank credit reference letter, from the respective bank clearly stipulating the line of credit (Overdraft facilities) accessible to a bidder, and credit worthiness or any other relevant information.

The contract will be valid for 120 days months effective from the date of signing the contract.

Relevant forms (as stipulated in section VII, standard forms) must be completed.

SECTION V: TECHNICAL SPECIFICATIONS

Code	Item	Specifications	Qty	Compliance (Yes/No)
IF 1	Board room Tables	I frame leg configuration with modesty panel W 4800mm by D 1200mm by H 725mm Seats up to 14 people Wood MFC Finishes for all Boardroom Furniture: colour walnut	10	
IF 2	Board room Chairs	Specifications: <ul style="list-style-type: none"> • Type: Office Furniture • Style: Executive Chair, Lift Chair, Swivel Chair • Size: 46W*48D*93~105cm height • colour black material: mesh, PU or fabric sponge: high density sponge • interior: high density fire prevention sponge filled inside • mechanism: powder coating mul-function mechanism • lifting: SGS lifting can be used 100,000 times • 5-star base: nylon material 500kgs affordable • 5-star base optional: polished aluminum can bearing above 1,000 kgs • caster: pu casters noise free floor protection 	100	
IF 3	Principals office desk	<ul style="list-style-type: none"> • Radial Left Handed Desk With 3 Drawer 	10	

		<p>Fixed Pedestal</p> <ul style="list-style-type: none"> • Size 1600x1200x800x720m m 		
IF 4	Principal's Executive seat	<p>Specifications</p> <ul style="list-style-type: none"> • 360 degree swivel manager chair. • High quality luxury PU leather. • Lumbar support. • Good durable Easily cleaned • Pu leather • tilt mechanism,350mm painting base, rubber casters. • chair size:D69*69*110-118cm 	10	
IF 5	Filing cabinet	<ul style="list-style-type: none"> • Specific Use: Filing Material: Metal • Size: 900*450*1331 • Name: Four drawer lateral metal drawer cabinet • Surface: Powder coated • Structure: Knock down • Color: metallic grey 	10	
IF 6	Computer table	<p>Product Specifications:</p> <ul style="list-style-type: none"> • -Material: Metal + MDF or good quality hardwood • -Size (L*W*H): 120x55x74cm 	10	
IF 7	Fireproof compact	<ul style="list-style-type: none"> • Fire-Resistant 	0	

	safe	<ul style="list-style-type: none"> • A Class 350 four-hour fire-rated safe or better • Protect disks, tapes, CDs, DVDs, microfilm, microfiche and other media. • Anti-theft and fire-resistant 		
IF 8	Bookshelf	Specifications <ol style="list-style-type: none"> 1. Three doors bookshelves 2. ISO9001, 2008 approved. 3. Made of MDF with paper or good quality hardwood 4. Dimension(mm) 1350*440*2000mm Material: 5. Teak Walnut MDF & teak wood veneer or hardwood 	10	
IF 9	Visitors chairs	<ul style="list-style-type: none"> • Material: Synthetic Leather • Size: 53*51*87cm • Upholstery:: PU and sponge • Style: Executive Chair • plastic armrest 	60	
IF 10	STAFFROOM WRITING TABLES	<ul style="list-style-type: none"> • Heavy Duty Table With Tie Bars Size: 1200X750X720mm 	100	
IF 11	Chairs	<ul style="list-style-type: none"> • Material: Synthetic Leather • Size: 53*51*87cm • Upholstery:: PU and sponge • Style: Executive Chair • plastic armrest 	100	

IF 12	Teachers Desk With Drawer	Fixed Pedestal 1200x700x720mm	100	
IF 13	Classrooms Training Chair with Tablet	<ul style="list-style-type: none"> • Material: Wood • Tablet: Plywood with Fireproof • Seat: Plywood • Back: Plywood • Frame: Steel • Finishing: Powder Coating • Seat Size:370*380mm • Tube:22mm Diameter • Tube Thickness: 1.2mm • Cbm: 0.045m³/Set 	800	

SECTION VI - SCHEDULE OF REQUIREMENTS

Code	Equipment	Unit of issue	Quantity		Delivery schedule
			Qty(Per Institution)	Qty(Per Lot)	
IF 1	Board room Tables	No.	1	10	
IF 2	Board room Chairs	No.	10	100	
IF 3	Principals office desk	No.	1	10	
IF 4	Principal's Executive seat	No.	1	10	
IF 5	Filing cabinet	No.	1	10	
IF 6	Computer table	No.	1	10	
IF 7	Fireproof compact safe	No.	1	10	
IF 8	Bookshelf	No.	1	10	
IF9	Visitors chairs	No.	6	60	
IF 10	Staffroom writing Tables	No.	10	100	
IF 11	Chairs	No.	10	100	
IF 12	Teachers Desk With Drawer	No.	10	100	
IF 13	Classrooms training Chair with tablet	No.	80	800	

SECTION VII - PRICE SCHEDULE FOR GOODS

LOT NO.....

Code	Equipment	Unit of issue	Quantity		Unit Price	Total Price	Remarks
			Qty(Per Institution)	Qty(Per Lot)			
IF 1	Board room Tables	No.	1	10			
IF 2	Board room Chairs	No.	10	100			
IF 3	Principals office desk	No.	1	10			
IF 4	Principal's Executive seat	No.	1	10			
IF 5	Filing cabinet	No.	1	10			
IF 6	Computer table	No.	1	10			
IF 7	Fireproof compact safe	No.	1	10			
IF 8	Bookshelf	No.	1	10			
IF9	Visitors chairs	No.	6	60			
IF 10	Staffroom writing Tables	No.	10	100			
IF 11	Chairs	No.	10	100			
IF 12	Teachers Desk With Drawer	No.	10	100			
IF 13	Classrooms training Chair with tablet	No.	80	800			

Signature of tenderer _____

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

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

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

8.1 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

<i>Part 1 – General:</i>			
Business Name			
Location of business premises.			
Plot No.....		Street/Road	
Postal Address		Tel No.	Fax
E mail			
Nature of Business			
Registration Certificate No.			
Maximum value of business which you can handle at any one time – Kshs.			
Name of your bankers		Branch	
Part 2 (a) – Sole Proprietor			
Your name in full		Age	
Nationality		Country of origin	
<ul style="list-style-type: none"> • Citizenship details • 			
Part 2 (b) Partnership			
Given details of partners as follows:			
Name	Nationality	Citizenship Details	
Shares			
1.			
2.			
3.			
4.			
Part 2 (c) – Registered Company			
Private or Public			
State the nominal and issued capital of company-			
Nominal Kshs.			
Issued Kshs.			
Given details of all directors as follows			
Name	Nationality	Citizenship Details	
Shares			
1.....			
2.			
3.			
4.			
5			
Date		Signature of Candidate	

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

8.3 **TENDER SECURING FORM**

Date:..... *[insert **date** (as day, month and year)]*

IFT No.:..... *[insert **IFT number**]*

Alternative No.:..... *[insert **identification No if this is an alternative Tender**]*

To:*[insert **complete name of Procuring Entity**]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for tendering in any contract with the Procuring Entity for the period of time as determined by the Authority if we are in breach of our obligation(s) under the tender conditions, because we:

- (a) have withdrawn our Tender during the period of Tender validity specified in the Form of Tender;
- (b) do not accept the Procuring Entity's corrections of arithmetic errors in accordance with the Instructions to Tenderers; or
- (c) having been notified of the acceptance of our bid by the Procuring Entity during the period of bid validity, (i) fail or refuse to sign Contract Agreement, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Bid Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight (28) days after the expiration of our bid validity period.

Signed:..... *[insert signature of person whose name and capacity are shown]*

Name:*[insert **complete name of person signing the Tender Securing Declaration**]*

In the capacity of*[insert legal capacity of person signing the Tender Securing Declaration]*

Duly authorized to sign the Tender for and on behalf of:..... *[insert **complete name of Tenderer**]*

Dated on _____ day of _____, _____ *[insert **date of signing**]*

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Tender Securing Declaration must be in the name of all partners to the Joint Venture that submits the Tender]

8.4 **CONTRACT FORM**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- (a) The Tender Form and the Price Schedule submitted by the tenderer
- (b) The Schedule of Requirements
- (c) The Technical Specifications
- (d) The General Conditions of Contract
- (e) The Special Conditions of contract; and
- (f) The Procuring entity’s Notification of Award
- (g) Acceptance letter
- (h) Performance bond

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

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

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

(Amend accordingly if provided by Insurance Company)

8.5 **PERFORMANCE SECURITY FORM**

To
[*name of Procuring entity*]

WHEREAS [*name of tenderer*] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 _____ to supply [*description of goods*] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [*amount of the guarantee in words and figure*] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [*amount of guarantee*] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8.6 **BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To [name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,
Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 **MANUFACTURER'S AUTHORIZATION FORM**

To *[name of the Procuring entity]*

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

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

[signature for and on behalf of manufacturer]

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

8.8 **LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

APPENDIX I

LIST OF INSTITUTIONS

S/No	Constituency	County	Proposed Name of Institution	Furniture
1	Changamwe	Mombasa	Ahmed Shahame Mwidani TTI	LOT 1
2	Lungalunga	Kwale	Lungalunga TTI	
3	Malindi	Kilifi	Weru TTI	
4	Garsen TTI	Tana River	Garsen TTI	
5	Bura	Tana River	Fayya TTI	
6	Lamu East	Lamu	Lamu East TTI	
7	Taveta	TaitaTaveta	Taveta TTI	
8	Kaloleni	Kilifi	Kaloleni TTI	
9	Kinango	Kwale	Kinango TTI	
10	Wundanyi	Taita Taveta	Wamingu TTI	
11	Ijara	Garissa	Ijara TTI	LOT 2
12	Balambala	Garissa	Balambala TTI	
13	Wajir South	Wajir	Wajir South TTI	
14	Mandera South	Mandera	Elwak TTI	
15	Saku	Marsabit	Saku TTI	
16	Isiolo North	Isiolo	Merti TTI	
17	Igembe North	Meru	Kaelo TTI	
18	Maara	Tharaka Nithi	Muraga TTI	
19	Chuka/Igambang'ombe	Tharaka/Nithi	Chuka TTI	
20	Runyenjes	Embu	Runyenjes TTI	LOT 3
21	Mwingi Central	Kitui	Nuu TTI	
22	Masinga	Machakos	Masinga TTI	
23	Mbooni	Makueni	David M. Mbiti Wambuli TTI	
24	Kipipiri	Nyandarua	Kipipiri TTI	
25	Mathira	Nyeri	Mathira TTI	
26	Ndia	Kirinyaga	Gacharu TTI	
27	Mathioya	Murang'a	Mathioya TTI	
28	Gatanga	Murang'a	GatangaTTI	
29	Lari	Kiambu	Lari TTI	
30	Kikuyu	Kiambu	Nachu TTI	

S/No	Constituency	County	Proposed Name of Institution	Furniture
31	Sigor	West Pokot	Sigor TTI	LOT 4
32	Samburu West	Samburu	Samburu West TTI	
33	Endebess	Trans Nzoia	Endebess TTI	
34	Moiben	Uasin Gishu	Moiben TTI	
35	Keiyo North	Elgeyo Marakwet	Kipsoen TTI	
36	Marakwet West	Elgeyo Marakwet	Kepcherop TTI	
37	Chesumei	Nandi	Emsos TTI	
38	Eldama Ravine	Baringo	Eldama Ravine TTI	
39	Laikipia North	Laikipia	Laikipia North TTI	
40	Leisamis	Marsabit	Leisamis TTI	
41	Naivasha	Nakuru	Mirera TTI	LOT 5
42	Turkana East	Turkana	Turkana East TTI	
43	Narok West	Narok	Narok West TTI	
44	Kajiado West	Kajiado	Kajiado West TTI	
45	Kipkelion West	Kericho	Kipsinende TTI	
46	Konoin	Bomet	Konoin TTI	
47	Sotik	Bomet	Sotik TTI	
48	Mumias West	Kakamega	Mumias West TTI	
49	Emuhaya	Vihiga	Ebukanga TTI	
50	Tongaren	Bungoma	Bungoma North TTI	LOT 6
51	Teso South	Busia	Okame TTI	
52	Budalangi	Busia	Bunyala TTI	
53	Ugenya	Siaya	Ugenya TTI	
54	Nyakach	Kisumu	Nyakach TTI	
55	Rangwe	Homa Bay	Rangwe TTI	
56	Suna East	Migori	Kakrao TTI	
57	Kuria East	Migori	Kendege TTI	
58	Bomachoge Chache	Kisii	Riamo TTI	
59	Borabu	Nyamira	Borabu TTI	
60	Kasarani	Nairobi	Kasarani TTI	