

COUNTY GOVERNMENT OF BOMET



PROCUREMENT OF:

SOLID WASTE HANDLING EQUIPMENT FOR MUNICIPALITY OF BOMET

Tender No: CGB/DLHUD/005/2018/19

KENYA URBAN SUPPORT PROGRAM (KUSP)

Closing Date: 28th December 2018

BIDDING DOCUMENTS

**CHIEF OFFICER
LANDS, HOUSING & URBAN PLANNING
P. O. BOX 19-20400,
BOMET**

**CIVIL/STRUCTURAL ENGINEERS BOMET COUNTY
CIVIL ENGINEERS
P. O. BOX 19-20400,
BOMET**

**QUANTITY SURVEYORS
BOMET COUNTY QUANTITY SURVEYORS
P. O. BOX 19-20400,
BOMET**

**BUILDING SUPERINTENDENT BOMET
BOMET COUNTY BUILDING
SUPERINTENDENT
P. O. BOX 19-20400,
BOMET**

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ABBREVIATIONS AND ACRONYMS

DS	Contract Data Sheet
CC	General Conditions of Contract
IT	Invitation for Tender
IT	Instruction to Tenderers
E	Procuring Entity
M	Project Manager
RA	Insurance Regulatory Authority
PADA 2015	Public Procurement Asset Disposal Act, 2015
PDR 2006	Public Procurement and Disposal Regulations, 2006
PRA	Public Procurement Regulatory Authority
TD	Standard Tender Documents
OR	Statement of Requirements
P	Service Provider
DS	Tender Data Sheet
AT	Value Added Tax

INVITATION FOR BIDS (IFB)

TENDER No.: CGB/DLHUD/005/2018/19

TENDER NAME: **SUPPLY, DELIVERY, INSTALLATION, TESTING & COMMISSIONING OF SOLID WASTE HANDLING EQUIPMENT AND TRANSFER STATIONS WITHIN BOMET MUNICIPALITY**

- 1) County Government of Bomet invites sealed bids from eligible and qualified bidders for Supply of solid waste management equipment for Bomet Municipality.

The Scope of works to be undertaken include:

- i) Supply and Installation of solid waste litter bins at specified points
 - ii) Supply and delivery of skip bins as per the provided specifications;
 - iii) Supply and delivery of a 75 Hp Tractor
 - iv) Supply and delivery of tractor drawn skip loader as per the specifications provided
- 2) The maximum estimated period for completion of supply is Six (6) weeks from signing of Contract.
- 3) A complete set of tender documents may be obtained by interested bidders by downloading from www.bomet.go.ke free of charge.
- 4) Qualification requirements include:
 - a) Financial capacity evidenced from 3 years audited financial statements and Bid security
 - b) qualification and experience of key personnel proposed for administration and execution of the contract,
 - c) work performed as prime contractor on works of similar nature and volume over the last five years,
 - d) Constitution or legal status, place of registration, location of business and power of attorney of signatory of Bid.
- 5) Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender.
- 6) Bidding will be selected in accordance with the procedures set out in the Public Procurement and Disposal Act 2005 and subsequent Regulations, 2006.
- 7) Interested eligible bidders may obtain Tender Documents with detailed Specifications from Bomet County Website www.bomet.go.ke.
- 8) Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and must be delivered to the address below at or before **1100 hours** local time on **28th December 2018**. Electronic bidding shall not be permitted. All bids must be accompanied by a bid security of **2%** of bid price in Kenya shillings in form of a bank guarantee issued by a reputable bank located in Kenya. Late bids will be rejected. Bids will be opened physically in the presence of the bidders' representatives who choose to attend in person at Procurement Offices, Bomet town, at the address below at **1100 hours** local time on **28th December 2018**.

SECTION II: INSTRUCTIONS TO TENDERERS (ITT)

A. GENERAL

Definitions

- a. "Tenderer" means any persons, partnership firm or company submitting a sum or sums in the Bills of Quantities in accordance with the Instructions to Tenderer's, Conditions of Contract Parts I and II, Specifications, Drawings and Bills of Quantities for the work contemplated, acting directly or through a legally appointed representative.
- 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."
- d. "Employer" means a County Government Department, State Corporation or any other Public Institution.

Eligibility and Qualification Requirements

2.1 Eligibility requirements

This invitation to tender is open to all tenderers who are qualified as stated in the appendix.

2.2 Qualifications Requirements

To be qualified for award of Contract, the tenderer shall provide evidence satisfactory to the Employer of their eligibility under Sub clause 2.1 above and of their capability and adequacy of resources to effectively carry out the subject Contract. To this end, the tenderer shall be required to update the following information already submitted during pre-qualification:-

- a. Details of experience and past performance of the tenderer on the works of a similar nature 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. Included also should be a schedule of plant, equipment and material to be imported for the purpose of the Contract, giving details of make, type, origin and CIF value as appropriate.

Details of sub-contractors to whom it is proposed to sublet any portion of the Contract and for whom authority will be requested for such subletting in accordance with clause 4 of the Condition of Contract.

- (a) A draft Program of Works in the form of a bar chart and Schedule of Payment which shall form part of the Contract if the tender is accepted. Any change in the Program or Schedule shall be subjected to the approval of the Engineer.
- (b) Details of any current litigation or arbitration proceedings in which the tenderer is involved as one of the parties.

2.1 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 an 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.

Cost of Tendering

- 3.1 The Tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 3.3 The procuring entity shall allow the tenderer to view the tender document free of charge before purchase.

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 Employer 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 Employer 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.
- 4.3 The Employer shall organize a site visit, **if need be**, at a date to be notified. A representative of the Employer will be available to meet the intending tenderers at the Site.

Tenderer's 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.

B. TENDER DOCUMENTS

Tender Documents

- 5.1 The Tender documents comprise the documents listed here below and should be read together with any Addenda issued in accordance with Clause 7 of these instructions to tenderers.
- a. Form of Invitation for Tenders
 - b. Instructions to **Tenderer's**
 - c. Form of Tender
 - d. Appendix to Form of Tender
 - e. Form of Tender Surety
 - f. Statement of Foreign Currency Requirements, Tender and Confidential Business Questionnaires
 - g. Details of Sub contractors
 - h. Schedules of Supplementary Information
 - i. General Conditions of Contract – Part I
 - j. Conditions of Particular Application – Part II
 - k. Specifications
 - l. Bills of Quantities
 - m. Declaration Form
- 5.2 The tenderer is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the tender documents. Failure to comply with the requirements for tender submission will be at the tenderer's own risk. Pursuant to clause 2.2 of Instructions to **Tenderer's**, tenders which are not substantially responsive to the requirements of the tender documents will be rejected.
- 5.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as "private and confidential".

Inquiries by Tenderer's

- 6.1 A tenderer making an inquiry relating to the tender document may notify the Employer in writing or by telex, cable or facsimile at the Employer's mailing address indicated in the Invitation to Tender. The Employer will respond in writing to any request for clarification which he receives earlier than 7 days prior to the deadline for the submission of tenders. Written copies of the Employer's response (including the query but without identifying the source of the inquiry) will be sent to all prospective tenderers who have purchased the tender documents.
- 6.2 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.

Amendment of Tender Documents

- 7.1 At any time prior to the deadline for submission of tenders the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by issuing Addenda.
- 7.2 Any Addendum will be notified in writing or by cable, telex or facsimile to all prospective tenderers who have purchased the tender documents and will be binding upon them.
- 7.3 In order to allow prospective tenderers reasonable time in which to take the Addendum into account in preparing their tenders, the Employer may, at his discretion, extend the deadline for the submission of tenders.

C. PREPARATION OF TENDERS

Language of Tender

- 8.1 The tender and all correspondence and documents relating to the tender exchanged between the tenderer and the Employer 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.

Documents Comprising the Bid

- 9.1 The tender to be prepared by the tenderer shall comprise:

- i. the Form of Tender and Appendix thereto,
- ii. a Tender Security
- iii. the Priced Bills of Quantities and Schedules
- iv. the information on eligibility and qualification
- v. any other materials required to be completed and submitted in accordance with the Instructions to **Tenderer's**.

The Forms, Bills of Quantities and Schedules provided in the tender documents shall be used without exception (subject to extensions of the schedules in the same format and to the provisions of clause 13.2 regarding the alternative forms of Tender Surety).

Tender Prices

- 10.1 All the insertions made by the tenderer shall be made in indelible **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 initialled by the person or persons signing the tender.
- 10.2 A price or rate shall be inserted by the tenderer for every item in the Bills of Quantities whether the quantities are stated or not. Items against which no rate or price is entered by the tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bills of Quantities.

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, taxes and other levies payable by the Contractor under the Contract, or for any other cause prior to the deadline for submission of tenders, shall be included in the rates and prices and the total Tender Price 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.

Every rate entered in the Bills of Quantities, whether or not such rate be associated with a quantity, shall form part of the Contract. The Employer shall have the right to call for any item of work contained in the Bills of Quantities, and such items of work to be paid for at the rate entered by the tenderer and it is the intention of the Employer to take full advantage of unbalanced low rates.

- 10.3 Unless otherwise specified the tenderer must enter the amounts representing 10% of the sub-total of the summary of the Bills of Quantities for Contingencies and Variation of Prices [V.O.P.] payments in the summary sheet and add them to the sub-total to arrive at the tender amount.
- 10.4 The tenderer shall furnish with his tender written confirmation from his suppliers or manufacturers of basic unit rates for the supply of items listed in the Conditions of Contract clause 70 where appropriate. The Employer may require the tenderer to justify such rates so obtained from the suppliers or manufacturers.
- 10.5 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 under clause 70 of the Conditions of Contract Part II.
- 10.6 Contract price variations shall not be allowed up to the third quarter of the contract.
- 10.7 Where quantity contract variation is allowed, the variation shall not exceed 15% of the original contract quantity.
- 10.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

Currencies of Tender and Payment

- 1.1 **Tenderer's** are required to indicate in the Statement of Foreign Currency Requirements, which forms part of the tender, the foreign currency required by them. Such currency should generally be the currency of the country of the tenderer's main office. However, if a substantial portion of the tenderer's expenditure under the Contract is expected to be in countries other than his country of origin, then he may state a corresponding portion of the contract price in the currency of those other countries. However, the foreign currency element is to be limited to two (2) different currencies and a maximum of 30% (thirty percent) of the Contract Price.
 - 1.2 The rate or the rates of exchange used for pricing the tender shall be the selling rate or rates of the Central Bank ruling on the date thirty (30) days before the final date for the submission of tenders.
-
- 11.1 **Tenderer's** must enclose with their tenders, a brief justification of the foreign currency requirements stated in their tenders.

Tender Validity

- 12.1 The tender shall remain valid and open for acceptance for a period of One hundred 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.
- 12.2 In exceptional circumstances prior to expiry of the original tender validity period, the Employer may request the tenderer for a specified extension of the period of validity. The request and the responses thereto shall be made in writing or by cable, telex or facsimile. A tenderer may refuse the request without forfeiting his Tender Surety. A tenderer agreeing to the request will not be required nor permitted to modify his tender, but will be required to extend the validity of his Tender Surety correspondingly.

13 Tender Security

- 13.1 The tenderer shall furnish as part of his tender, a Tender Security in the amount and form stated in the Appendix to Instructions to **Tenderer's**.
- 13.2 The tender security shall not exceed 2 percent of the tender price.
- 13.3 The Tender Security shall be valid at least thirty (30) days beyond the tender validity period.
- 13.4 Any tender not accompanied by an acceptable Tender Surety will be rejected by the Employer as non-responsive.
- 13.5 The Tender Sureties of unsuccessful tenderers will be returned as promptly as possible but not later than twenty eight (28) days after expiration of the tender validity period. The Tender Surety

of the successful tenderer will be returned upon the tenderer executing the Contract and furnishing the required Performance Security.

13.6 The Tender Surety may be forfeited:

- a) If a tenderer withdraws his tender during the period of tender validity: or
- b) In the case of a successful tenderer, if he fails, within the specified time limit
 - i. to sign the Agreement, or
 - ii. to furnish the necessary Performance Security
- c) If a tenderer does not accept the correction of his tender price pursuant to clause 24.

14 No alternative offers

14.1 The tenderer shall submit an offer which complies fully with the requirements of the tender documents unless otherwise provided for in the appendix.

Only one tender may be submitted by each tenderer either by himself or as partner in a joint venture. A tenderer who submits or participates in more than one tender will be disqualified.

14.2 The tenderer shall not attach any conditions of his own to his tender. The tender price must be based on the tender documents. The tenderer is not required to present alternative construction options and he shall use without exception, the Bills of Quantities as provided, with the amendments as notified in tender notices, if any, for the calculation of his tender price. Any tenderer who fails to comply with this clause will be disqualified.

15. Pre-tender Meeting

15.1 If a pre-tender meeting is convened, the tenderer's designated representative is invited to attend at the venue and time in the Invitation to Tender. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

15.2 The tenderer is requested as far as possible to submit any questions in writing or by cable, to reach the Employer not later than seven (7) days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following:

- a) Minutes of the meeting, including the text of the questions raised and the responses given together with any responses prepared after the meeting will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in – Clause 9 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of a tender notice pursuant to Clause 7 and not through the minutes of the pre-tender meeting.
- b) Non-attendance at the pre-bid meeting will not be cause for disqualification of a bidder.

16 Format and Signing of Tenders

16.1 The tenderer shall prepare his tender as outlined in clause 9 above and mark appropriately one set “**ORIGINAL**” and the other “**COPY**”.

16.2 The copy of the tender and Bills of Quantities shall be typed or written in **indelible INK** and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer. All pages of the tender where amendments have been made shall be initialed by the person or persons signing the tender.

16.3 The complete tender shall be without alterations, interlineations or erasures, except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

C. SUBMISSION OF BIDS

17 Sealing and Marking of Bids

- 17.1 The tenderer shall seal the original and copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer separate envelope.
- 17.2 The inner and outer envelopes shall be addressed to the Employer at the address stated in the Appendix to Instructions to Tenderers and bear the name and identification of the Contract stated in the said Appendix with a warning not to open before the date and time for opening of tenders stated in the said Appendix.
- 17.3 The inner envelopes shall each indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”, while the outer envelope shall bear no mark indicating the identity of the tenderer.
- 17.4 If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the tender. A tender opened prematurely for this cause will be rejected by the Employer and returned to the tenderer.

18 Deadline for Sub-mission of Bids

- 18.1 Tenders must be received by the Employer at the address specified in clause 17.2 and on the date and time specified in the Letter of Invitation, subject to the provisions of clause 7.4, 18.2 and 18.3.

Tenders delivered by hand must be placed in the “tender box” provided in the office of the Employer.

Proof of posting will not be accepted as proof of delivery and any tender delivered after the above stipulated time, from whatever cause arising will not be considered.

- 18.2 The Employer may, at his discretion, extend the deadline for the submission of tenders through the issue of an Addendum in accordance with clause 7, in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.
- 18.3 Any tender received by the Employer after the prescribed deadline for submission of tender will be returned unopened to the tenderer.

19 Modification and Withdrawal of Bids

- 19.1 The tenderer may modify or withdraw his tender after tender submission, provided that written notice of the modification or withdrawal is received by the Employer prior to prescribed deadline for submission of tenders.
- 19.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for the submission of tenders, with the inner and outer envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.
- 19.3 No tender may be modified subsequent to the deadline for submission of tenders.
- 19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the period of tender validity specified on the tender form. Withdrawal of a tender during this interval will result in the forfeiture of the Tender Surety.
- 19.5 Subsequent to the expiration of the period of tender validity prescribed by the Employer, and the tenderer having not been notified by the Employer of the award of the Contract or the tenderer does not intend to conform with the request of the Employer to extend the period of tender validity, the tenderer may withdraw his tender without risk of forfeiture of the Tender Surety.

D. TENDER OPENING AND EVALUATION

20 Tender Opening

- 20.1 The Employer 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.
- 20.2 Tenders for which an acceptable notice of withdrawal has been submitted, pursuant to clause 19, will not be opened. The Employer will examine the tenders to determine whether they are complete, whether the requisite Tender Sureties have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.
- 20.3 At the tender opening, the Employer will announce the tenderer's names, total tender price, tender price modifications and tender withdrawals, if any, the presence of the requisite Tender Surety and such other details as the Employer, at his discretion, may consider appropriate. No tender shall be rejected at the tender opening except for late tenders.
- 20.4 The Employer shall prepare minutes of the tender opening including the information disclosed to those present.
- 20.5 Tenders not opened and read out at the tender opening shall not be considered further for evaluation, irrespective of the circumstances.

21 Process to Be Confidential

- 21.1 After the public opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process until the award of Contract is announced.
- 21.2 Any effort by a tenderer to influence the Employer in the process of examination, evaluation and comparison of tenders and decisions concerning award of Contract may result in the rejection of the tenderer's tender.

22 Clarification of Tenders

- 22.1 To assist in the examination, evaluation and comparison of tenders, the Employer may ask tenderers individually for clarification of their tenders, including breakdown of unit prices. The request for clarification and the response shall be in writing or by cable, facsimile or telex, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the employer during the evaluation of the tenders in accordance with clause 24.
- 22.2 No tenderer shall contact the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Employer, he shall do so in writing.

23 Determination of Responsiveness

- 23.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is substantially responsive to the requirements of the tender documents.
- 23.2 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. 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 Employer's rights or 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.
- 23.3 Each price or unit rate inserted in the Bills of Quantities shall be a realistic estimate of the cost of completing the works described under the particular item including allowance for overheads, profits and the like. Should a tender be seriously unbalanced in relation to the Employer's estimate of the works to be performed under any item or groups of items, the tender shall be deemed not responsive.

23.4 A tender determined to be not substantially responsive will be rejected by the Employer and may not subsequently be made responsive by the tenderer by correction of the non-conforming deviation or reservation.

24 Correction of Errors

Tenders determined to be substantially responsive shall be checked by the Employer for any arithmetic errors in the computations and summations. Errors will be corrected by the Employer as follows:

- (a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will govern.
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case adjustment will be made to the entry containing that error.
- (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bills of Quantities, the amount as stated in the Form of Tender shall prevail.
- (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected builder's work (i.e. corrected tender sum less Prime Cost and Provisional Sums).
- (e) The Error Correction Factor shall be applied to all builder's work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuations of variations.
- (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 13.

25 Conversion to Single Currency

25.1 For compensation of tenders, the tender price shall first be broken down into the respective amounts payable in various currencies by using the selling rate or rates of the Central Bank of Kenya ruling on the date twenty one (21) days before the final date for the submission of tenders.

25.2 The Employer will convert the amounts in various currencies in which the tender is payable (excluding provisional sums but including Dayworks where priced competitively) to Kenya Shillings at the selling rates stated in clause 25.1.

26 Evaluation and Comparison of Bids

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

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

- a) Making any correction for errors pursuant to clause 24.
- b) Excluding Provisional Sums and provision, if any, for Contingencies in the Bills of Quantities, but including Day works where priced competitively.

26.3 The Employer reserves the right to accept any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.

26.4 Price adjustment provisions in the Conditions of Contract applied over the period of execution of the Contract shall not be taken into account in tender evaluation.

26.5 If the lowest evaluated tender is seriously unbalanced or front loaded in relation to the Employer's estimate of the items of work to be performed under the Contract, the Employer 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, proposed construction methods and schedules. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in clause 29 be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful tenderer under the Contract.
- 26.6 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding provisional sums to a non-indigenous sub-contractor.
- 26.7 Preference where allowed in the evaluation of tenders shall not exceed 15%.
- 26.8 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 26.9 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.
- 26.10 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.
- 26.11 Poor past performance shall not be used as an evaluation criteria unless specifically provided for in the appendix.

E. AWARD OF CONTRACT

27 Award Criteria

- 27.1 Subject to Sub-clause 27.2, the Employer will award the Contract 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 as required in Sub-clause 2.1 and 2.2 here above.
- 27.2 The Employer reserves the right to accept or reject any tender, and to annul 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 Employer's action.

28 Notification of Award

- 28.1 Prior to the expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer by cable, telefax or telex and confirmed in writing by registered letter 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 Employer will pay to the Contractor in consideration of the execution and completion of the Works as prescribed by the Contract.
- 28.2 At the same time that the Employer notifies the successful tenderer that his tender has been accepted, the Employer shall notify the other tenderers that the tenders have been unsuccessful.
- 28.3 Within fourteen [14] days of receipt of the Form of Contract Agreement from the Employer, the successful tenderer shall sign the form and return it to the Employer together with the required Performance Security.
- 28.4 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.

29 Performance Guarantee

- 29.1 Within twenty eight [28] days of receipt of the notification of award from the Employer, the successful tenderer shall furnish the Employer with a Performance Security in the amount stated in the Appendix to Instructions to Tenderers and in the format stipulated in the Conditions of Contract.
- 29.2 The Performance Security to be provided by the successful tenderer shall be an unconditional Bank Guarantee issued at the tenderer's option by a reputable Bank approved by the Employer and located in the Republic of Kenya and shall be divided into two elements namely, a performance security payable in foreign currencies (based upon the exchange rates determined

- in accordance with clause 60(5) of the Conditions of Contract) and a performance security payable in Kenya Shillings. The value of the two securities shall be in the same proportions of foreign and local currencies as requested in the form of foreign currency requirements.
- 29.3 Failure of the successful tenderer to lodge the required Performance Security shall constitute a breach of Contract and sufficient grounds for the annulment of the award and forfeiture of the Tender Security and any other remedy under the Contract. The Employer may award the Contract to the next ranked tenderer.

30 Advance Payment

An advance payment, if approved by the Employer, shall be made under the Contract, if requested by the Contractor, in accordance with clause 60(1) of the Conditions of Contract. The Advance Payment Guarantee shall be denominated in the proportion and currencies named in the form of foreign currency requirements. For each currency, a separate guarantee shall be issued. The guarantee shall be issued by a Bank located in the Republic of Kenya, or a foreign Bank through a correspondent Bank located in the Republic of Kenya, in either case subject to the approval of the Employer.

31 Corrupt or Fraudulent Practices

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

SECTION III: TENDER DATA SHEET

Tender Data Sheet (TDS)

Instructions to Tenderers Clause Reference

A. Introduction				
1.	3.8	a. Certificates		
		1. Availability of appropriate and relevant skills among staff		
		2. Proof of legal existence		
B. Tendering Documents				
3.	8.2	The number of copies to be completed and returned with the Tender is Three (3) clearly marked "ORIGINAL" and "COPY"		
4.	8.1	Address for clarification of Tender Document is CHIEF OFFICER, DEPARTMENT OF LANDS, HOUSING & URBAN PLANNING, P.O BOX 19 - 20400, BOMET.		
5.	8.2	Period to Respond to request for clarification by the Procuring Entity - 3 working days Period Prior to deadline for submission of Tenders for Tenderers to Request clarification -7 days prior to tender closing date		
C. Preparation of Tenders				
7.	11.1	Language of Tender and all correspondence shall be English		
8.	13.3	Other information or materials required to be completed and submitted by Tenderers: a) Copies of original documents defining the constitution or legal status, place of registration, and principal, place of business; written power of attorney authorizing the signatory of the Tender to commit the Tenderer. b) The minimum required annual volume of construction work for the successful Tenderer in any of the last 2 years shall be: Kshs. 50 million c) Experience as prime contractor in the supply of at least one equipment of similar nature and complexity equivalent to the works in the last 2 years d) The essential personnel to be made available for the contract by the Contractor e) Evidence of adequate working capital for this contract f) Information regarding litigation		
		Essential personnel made available for the contract	Total Work Experience (years)	In Similar Works Experience (years)
		At least 1No.Qualified Mechanical Engineer/Technician	8	5

9.	13.4	In the case of joint venture each partner shall submit information required under Clause ITT Clause 13.4.
10.	16.4	The price shall be <i>"not adjustable"</i>
11.	17.1	The currency in which the prices shall be quoted shall be: <i>Kenyan Shillings</i>
12.	17.2	The authority for establishing the rates of exchange shall be Central Bank of Kenya.
	30.2	The applicable date for exchange rates for tendering and evaluation purposes is date of tender opening.
13.	18.1	The Tender validity period shall be 120 Days.
14.	19.1	The amount of Tender Security shall be 2% of the Tender amount
15.	20.1	In addition to the original of the Tender, the Tenderer should submit 2 copies of the Tender
16.	20.2	Written confirmation of authorization is <i>power of attorney</i>
D. Submission of Tenders		
17.	21.2 a)	Tenders shall be deposited at Tender box room in Bomet Procurement Head offices submitted or to THE COUNTY SECRETARY, COUNTY GOVERNMENT OF BOMET P.O BOX 19 - 20400, BOMET, KENYA
18.	21.2 b)	Project name : SUPPLY, DELIVERY AND INSTALLATION, TESTING & COMMISSIONING OF SOLID WASTE HANDLING EQUIPMENT AND TRANSFER STATIONS WITHIN BOMET MUNICIPALITY Tender number Tender No: CGB/DLHUD/005/2018/19
19.	22.1	The deadline for Tender submission is a. Day Friday b. Date 28th December 2018 c. Time 11:00 a.m East African Time
20.	22.3	If any extension of the deadline for submission of tender it shall be made before expiry of the original deadline.
21.	24.4	Tender validity is one twenty (120) days
E. Opening and Evaluation of Tenders		
22.	25.1	The Tender opening shall take place at: Bomet Procurement Head Offices P.O BOX 19 - 20400 BOMET- Kenya
23.	32.3	Additional Preference (<i>preference to local contractors 6 marks</i>)
24.	34.1	Post- qualification - <i>no pre-qualification</i>
25.	38.1	Percentage for quantities increase or decrease is <i>NA</i>

F. Award of Contract		
26.	41.1	The amount of Performance Security shall be 2% <i>of the contract price(Unconditional Bank Guarantee)</i>
27.	42.1	No Advance Payment shall be made
28.	43.1	The proposed adjudicator for the project is: As per GOK procedures
G. Review of Procurement Decisions		
29.	46.1	The address for submitting appeals to Administrative Review Board: The Secretary, Public Procurement Administrative Review Board, The Public Procurement Oversight Authority,

SECTION IV: GENERAL CONDITIONS OF CONTRACT

Table of Clauses	Page
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3.1 Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

- 3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

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

3.7 Performance Security

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

3.8 Inspection and Tests

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination If conducted on

the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

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

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

3.9 Packing

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

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

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

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

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

3.13 Prices

- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

- 3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
 - (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract
 - (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

- 3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national arbitration. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

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 it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure

SECTION VI: - TECHNICAL SPECIFICATIONS

DESCRIPTIONS

5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses

5.2 PARTICULARS

1). TECHNICAL SPECIFICATIONS FOR A FARM TRACTOR

SPECIFICATION NO.: MTD1442-0502-18		
TENDERER'S NAME:	NO:	
TENDER NO:	ITEM NO:	QTY:
DESCRIPTION: FARM TRACTOR, MEDIUM DUTY		

TENDERER'S Column to be completed by tenderer

	SPECIFICATION	REQUIRED	TENDERER'S
	Make	-	
	Model	-	
	Country of origin	-	
	Manufacturer's literature, authority and specifications supplied.	Yes, mandatory	(Y/N)
1.	GENERAL		
a)	A standard production, farm tractor, medium duty, 75HP, of latest design in current production, of proven performance.	Yes, Yes, Yes	(Y/N)
b)	Supplied new.	Yes	(Y/N)
c)	Designed to medium duty export specifications, capable of operating in tropical conditions.	Yes	(Y/N)
d)	With a front loader and a rear excavator equipment	Yes	(Y/N)
e)	Suitable for a multipurpose work such as loading, hauling and other hydraulic and PTO functions	Yes, Yes, Yes	(Y/N)
f)	Any other item necessary for optimum efficiency or use of equipment as per the Manufacturers design to be fitted.	specify	
2.	ENGINE		
a)	Make	-	
b)	Model	-	
c)	Country of origin	-	
d)	4-cycle, water-cooled, direct injection	Yes	(Y/N)
e)	Mode of aspiration	Natural/Turbo	(Y/N)
f)	No. of cylinders	4/6	----
g)	Engine capacity	4,000-6,000 cc	cc
h)	Maximum Rated Power	75HP/2200rpm	HP/—rpm
i)	Maximum Rated Torque, min.	400Nm/1400rpm	Nm/rpm
3.	HYDRAULIC SYSTEM		
a)	Type of hydraulic circuit system	specify	
b)	Main pump output, approx.	70 l/min	l/min
c)	Max. pressure, approx. Implements,	Specify	bar
	Tipping,.		bar
d)	Main relief valve setting	specify	Bar

4.	DRIVE, BRAKES, UNDERBODY ETC		
a)	Steering control	Hydrostatic	Y/N
b)	Max. drawbar pull, approx.	115kN	KN
c)	Max. travel speed, approx.	30km/h	Km/h
d)	Service brake system	Specify	
e)	Parking brake system.	Specify	
f)	Robust undercarriage with torsion free chassis	Specify	
g)	Rear drive axle Oscillating front drive axle	Specify	
h)	With stabilisers	Yes/Specify type/No	Y/N
i)	Tyres 4No and 1No spare.	Specify size	Front/Rear/Spare
5.	COOLANT & LUBRICANT CAPACITY		
a)	Fuel tank, approx.	120Lts	Lts
b)	Cooling system	18Lts	Lts
c)	Engine oil, approx.	15Lts	Lts
d)	Power shift transmission, approx.	16Lts	Lts
e)	Hydraulic system (including tank) approx.	130Lts	Lts
f)	Rear axle approx.	g)	Front drive axle approx.
6.	OPERATOR'S STATION		
a)	ROPs cab with operator's seat tilt-able and can slide forward and backward together with work equipment control levers.	Yes	Y/N
b)	Cab hydraulically damped and safety glass windows fitted.	Yes	Y/N
7.	EQUIPMENT (OR ACCESSORIES) ETC.		
a)	Revolving beacon or flashing lights fitted	Yes (Mandatory)	Y/N
b)	To supply a suitable breaker set assembly (machine itself to have breaker line system).	Yes (Mandatory) Give details of breaker: Make, Type, Diameter	Y/N
c)	Software installed to monitor and manage service	YES(MANDATORY)	Y/N
8.	WARRANTY		
a)	Specimen of machine warranty to be submitted when tendering.	Yes	Y/N
b)	Each machine supplied to carry a statement of warranty.	Yes (Mandatory)	Y/N
c)	Machine warranty min.	Specify	
9.	MANUALS		
a)	All literature in English language.	Yes	Y/N
b)	Shop manual supplied.	1 per machine (Mandatory)	Y/N
c)	Parts catalogue supplied.	1 per machine (Mandatory)	Y/N
d)	Operator's handbook and service schedule supplied.	1 per machine (Mandatory)	Y/N

10. OTHER REQUIREMENT			
a)	Equipment to be registered by the Registrar of Motor Vehicles on being certified to be compliant with the Traffic Act CAP 403 by the Certifying Officer before delivery to CM&TE	Yes(Mandatory)	(Y/N)
b)	Firm to fix, test run and commission machine with breaker assembly and other attachments	Yes, Mandatory	(Y/N)
	Adequate training on the operation and daily		
c)	maintenance of machine to be provided at the time of acceptance by technical experts from the manufacturer or agent	Yes(Mandatory)	(Y/N)
d)	Franchise holder (representative in Kenya)? If not, specify relationship with franchise holder and in addition should be of demonstrable capacity to offer after sales service back-up and any other technical support.	Yes Specify whether agent/dealer	(Y/N)
e)	Availability of spare parts.	Indicate motor dealers who stock spare parts.	
f)	Names and addresses of dealers/agents where backup service can be obtained indicating the location of the workshops facilities.	Specify	

14. SERVICE PARTS FOR 2000HRS OF OPERATION

i) Oil filter - 10No.	Yes (Mandatory)	Y/N
ii) Diesel Filter primary - 10No.	Yes (Mandatory)	Y/N
iii) Diesel Filter secondary - 10No.	Yes (Mandatory)	Y/N
iv) Corrosion Filter - 10No.	Yes (Mandatory)	Y/N
v) Outer Air Cleaner - 10No.	Yes (Mandatory)	Y/N
vi) Inner Air Cleaner - 10No.	Yes (Mandatory)	Y/N
vii) Hydraulic Filter - 10No.	Yes (Mandatory)	Y/N
Viii) Transmission Filter -10No.	Yes (Mandatory)	Y/N
ix) Fan belt sets - 3No.	Yes(Mandatory)	Y/N
x) Travel motor seals -4sets.	Yes (Mandatory)	Y/N
xi) Greasing gun bucket type-1No.	Yes (Mandatory)	Y/N
TENDERER' S REMARKS		

2. SOLID WASTE RECEPTACLES (SKIP BINS)

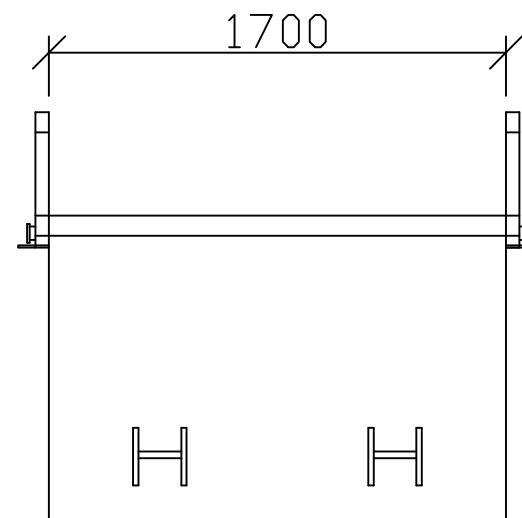
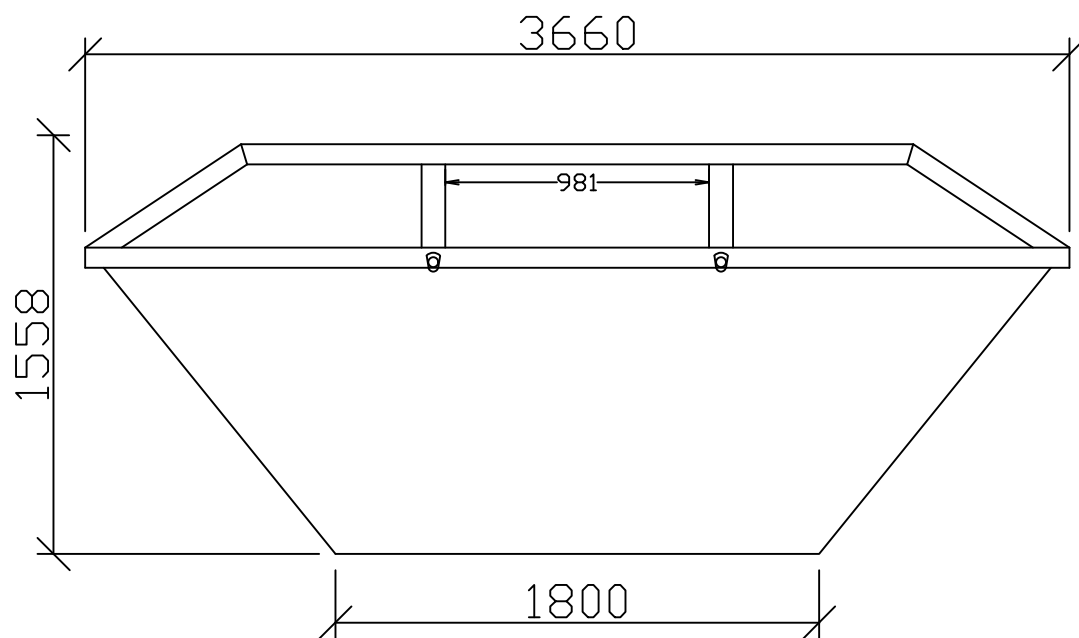
TENDERER'S NAME:		
TENDER NO:		
DESCRIPTION: SOLID WASTE RECEPTACLES (SKIP BINS)		
	SPECIFICATION	REQUIRED
1.	Capacity of 8-10 tons, with flaps to act as top covers, the dimensions are as shown in the drawing	5 No

3. TRACTOR DRAWN SKIP LOADER

TENDERER'S NAME:		
TENDER NO:		
DESCRIPTION: TRACTOR DRAWN SKIP LOADER		
	SPECIFICATION	REQUIRED
1	<ul style="list-style-type: none"> Capacity to draw 8-10 tons, Ability to self-load, self-unload and full tipping The dimensions are as shown in the drawing 	1 No

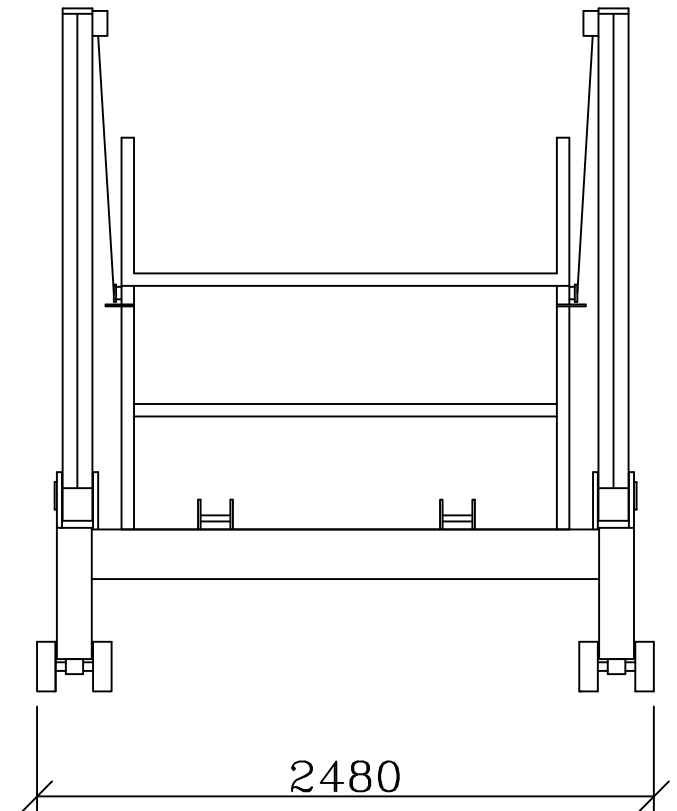
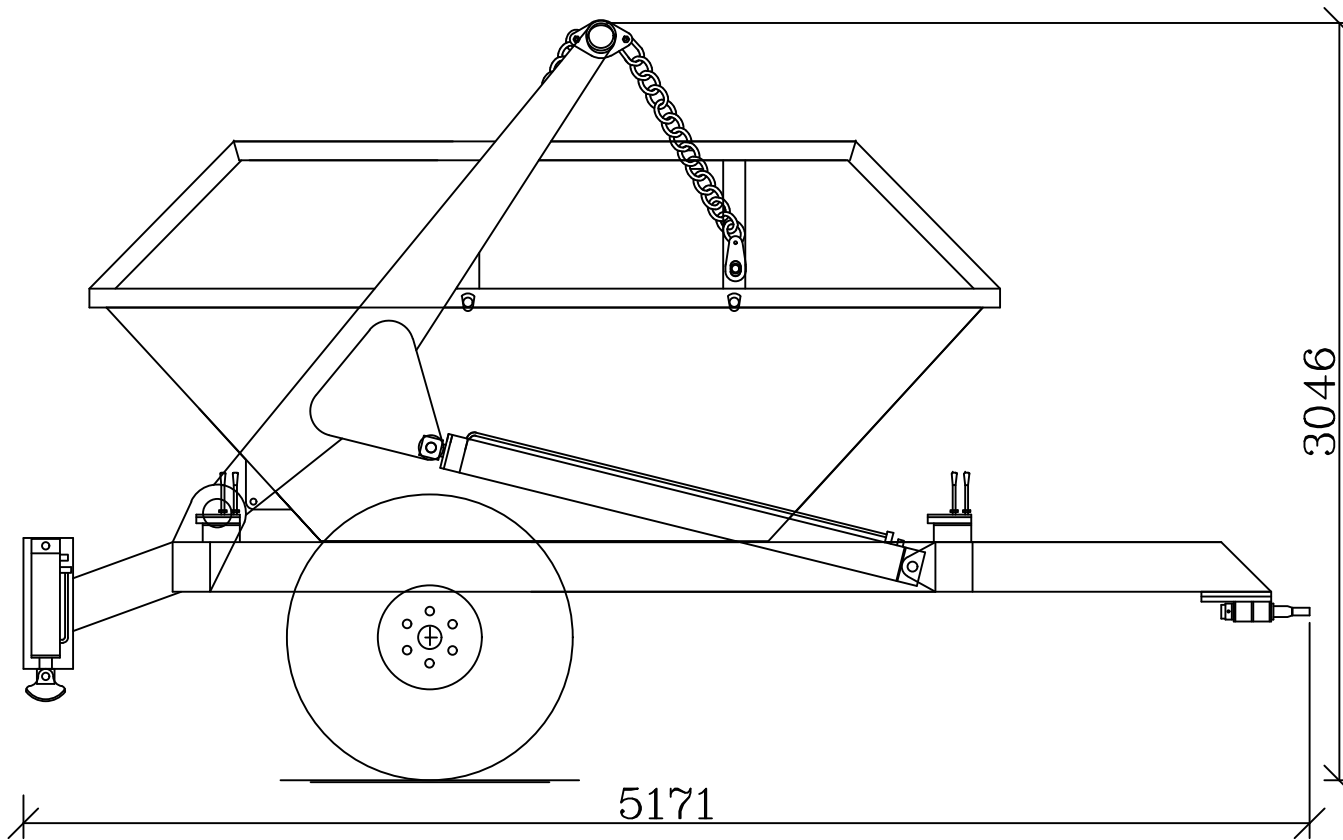
4. LITTER BINS

TENDERER'S NAME:		
TENDER NO:		
DESCRIPTION: LITTER BINS		
	SPECIFICATION	REQUIRED
1	<ul style="list-style-type: none"> Branded 0.8m³ (80 Ltrs) Capacity, Material of the bins must be Fibre Reinforced Plastic (FRP) The dimensions are as shown in the drawing <p>❖ <i>NOTE: 1 No. litter bin station comprise of a 3 set of colour coded litter bins as shown in the drawing.</i></p>	67 STATIONS



	○
	○
	○
	○
	○
	○
	1
CHANGE	ISSUE

CUSTOMER:	DRAWN:	BK	DRAWING NUMBER:
	DATE:	29/11/18	
	SCALE:	NTS	
	CHECKED:		
PRODUCT: SKIP BIN			Skip-6

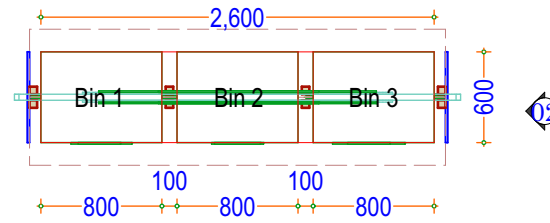


	ISSUE
CHANGE	

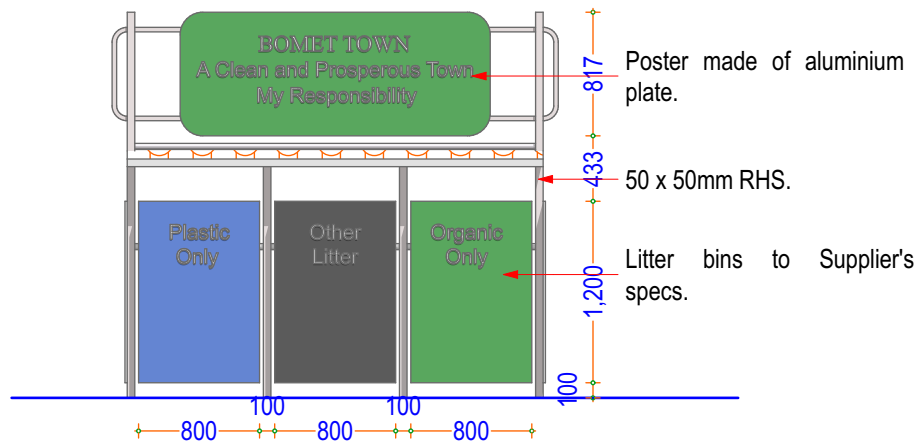
PRODUCT: TRACTOR DRAWN SKIP LOADER

DRAWN:	BK
DATE:	29/11/18
SCALE:	NONE

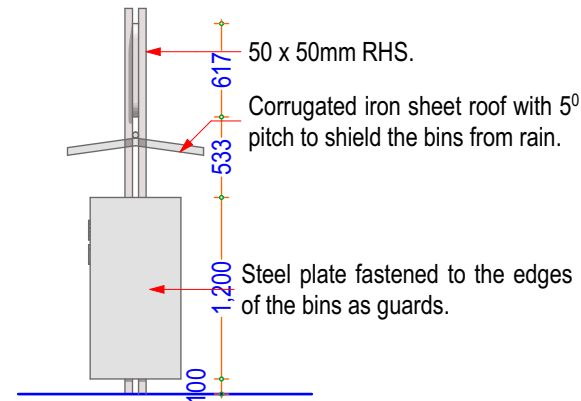
DRAWING NUMBER:
STL-01



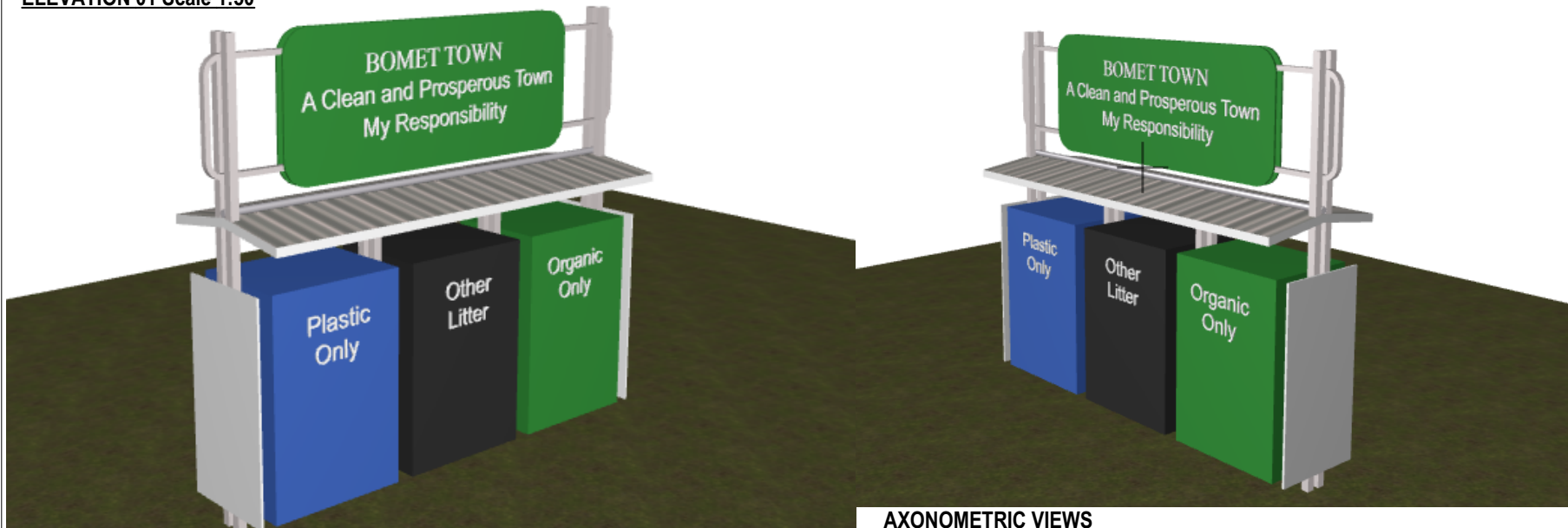
FLOOR PLAN LAYOUT Scale 1:50



ELEVATION 01 Scale 1:50



ELEVATION 02 Scale 1:50



AXONOMETRIC VIEWS

NOTES

- 01 This drawing shall be read in conjunction with the Engineer's drawings, any discrepancies MUST be reported to the Architect
- 02 Figured dimensions only to be taken from this drawing and all dimensions are in millimeters unless otherwise indicated
- 03 All r.c. works to structural engineer's detail
- 04 All windows and doors to have permanent vents as indicated
- 05 All vent pipes and flue pipes to be 1000 mm above eaves
- 06 All manhole covers in drive and parking to be provided with heavy duty covers
- 07 All drain pipes under buildings, parking and driveways to be encased into 150 mm thick concrete

REVISIONS

no.	date	description

CLIENT:

Client's signature

Date

ARCHITECT:

Kipngetich Mosonik
P.O Box 417-20400
BOMET

Architect's signature

Date

PROJECT:

Title:

DRAWN

CHECKED

APPROVED

Scale

1 : 100

Date

Apr. 2017

PRJ. NO

DRW. NO

K.M



PROPOSED SUPPLY AND INSTALLATION OF LITTER BINS

Item	Description	Unit	Quantity	Rate (KSh)	Amount (KSh)
	<u>COST OF INSTALLATION OF 1 NO. LITTER BIN STATION</u>				
	<u>BASES FOR STEEL COLUMNS</u>				
A	Excavate existing ground surfaces for foundation for RHS column bases not exceeding 1.50M deep average,part return fill in and part cart away,including grading bottoms and making good of disturb surfaces	CM	1		
B	Allow for plunking and strutting sides of excavation trenches	Item	1		
	<u>CONCRETE</u>				
C	50mm thick concrete (1:4:8 mix) blinding under RHS column bases	SM	1		
	<u>Mass concrete, including relevant reinforcement and fomwork as described, in:-</u>				
D	RHS Column bases	CM	1		
	<u>STEEL FABRICATION WORKS</u>				
	<u>Mild steel:including treatment</u>				
	<u>Mild steel section:one coat prefabrication primer; approved anti-rust treatment; welded and smooth ground joints; to</u>				
E	50X50X3mm SHS main members to column anchored prepared concrete base and 6mm ms base plate M/S for support of litter bins, poster, steel plate and iron sheet roof	LM	21		
F	50X50X3mm SHS bearers,supporting iron sheet roof, carrying the litter bins and its load at the top welded to the main bearer/columns	LM	3		
G	Ditto; size 50X25X3mm RHS supporting poster welded to main bearer	LM	7		
	<u>Steel plate</u>				
	<u>3mm thick steel plate as describe in;</u>				
H	Guards of the bins fastened to edges	SM	2		
	<u>Bin Roofing</u>				
I	Corrugated iron sheet roof with 5 degrees pith to shield the bins from rain including steel structure support	SM	2		
	<u>LITTER BINS</u>				
A	Supply and fix Litter bin measuring 800 x 800 x 1200 mm high fixed to 50x50x3mm thick RHS welded to 50x50x3mm thick RHS columns which give allowances of bin to rotate upto 270 degrees to allow for easy removal of wastes out of bin as per suppliers specification	NO	3		
	<u>Sub-Total Carried over to the next page</u>				

PROPOSED SUPPLY AND INSTALLATION OF LITTER BINS

Item	Description	Unit	Quantity	Rate (KSh)	Amount (KSh)
	Sub-Total Brought over from the previous page				
	<u>POSTER</u>				
B	Supply and fix 2000 x 820mm high aluminium poster above the litter bins roof fixed to 50x50x25 mm thick RHS to create base for signage as per architectural drawings	NO	2		
A	Allow a pc sum of Kshs.....shillings only for SIGNAGE of 2 No. posters to read " BOMET TOWN ", " A clean and properous Town ", My Responsibility "and 3 No. litter bins on both sides to read " Plastic only ", ' Other Litter ', ' Organic Only 'as per Architectural drawings and design.	Item			
B	Allow for profits				
C	Allow for attendance				
D	Allow a pc sum for welding,J bolts, washers and nuts				
	<u>CONTINGENCIES</u>				
E	Provide 5% of total works for contingencies	%	5%		
	TOTAL FOR ONE LITTER BIN STATION				
	<u>Note: 1 No. Litter Bin Station Implies a set of 3 colour coded 60Ltr FRP Bins as indicated in the drawing</u>				
	TOTAL COST FOR LITTER BINS TO BE CARRIED TO FORM OF TENDER (Rates are V.A.T Inclusive)	STATIONS	67		
	Amount in words:				
				
				
				
				
				
	<u>Official Stamp</u>				
	Signed.....				
	Date.....				

SUMMARY TABLE FOR SUPPLY AND DELIVERY OF SOLID WASTE HANDLING EQUIPMENT

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RATE (KSH)	COST OF SUPPLY (KSH)
1.	Tractor	No.	1		
2.	Skip Loader	No.	1		
3.	Solid waste receptacles (Skip Bins)	No.	5		
4.	Litter Bins Stations	No.	67		
	GRAND TOTAL				

Total Amount in words, Kenya Shillings

.....

.....

.....

Signature of tenderer

NOTE:

DELIVERY SCHEDULE (SHIPMENT) IN WEEKS/ FROM DATE OF CONTRACT AWARD- 6 WEEKS

- *In case of discrepancy between unit price and total, the unit price shall prevail.*
- *In case of discrepancy between the amount in figure and amount in words, the amount in words shall prevail.*

EVALUATION CRITERIA

After tender opening, the tenders will be evaluated in 3 stages, namely:

- a) Preliminary Examination
- b) Technical Examination
- c) Financial Examination

A. PRELIMINARY EVALUATION

Mandatory Requirements

This stage of evaluation shall involve examination of the Responsive conditions as set out in the Tender bid document.

These conditions include the following:

- i). Clause-by- clause response to the specifications and indicate clearly how the offered item(s) meets the specifications
- ii). Copy of Certificate of incorporation/Registration
- iii). Form of tender MUST be duly Filled, signed and stamped by the applicant or their authorized representative
- iv). Valid Tax compliance certificate issued by Kenya Revenue Authority (KRA)
- v). Copy of CR 12 for limited companies
- vi). Dully filled price schedule, signed and stamped
- vii). Confidential business questionnaire MUST be duly Filled, signed and stamped by the applicant or their authorized representative
- viii). The tender document must be paginated on each paged and well bound.
- ix). Proof of 3 years of experience in dealing and supplying of equipment's of the same magnitude.
- x). Audited accounts for the previous three years.
- xi). Valid single business permit from any county government

NOTE: Tenderers who fail to meet the above mandatory requirements shall be considered non-responsive and their tenders will not be evaluated further

B. TECHNICAL EVALUATION CRITERIA

The tender document shall be examined based on the instruction to tenderers which States as follows:

- In accordance to instruction to tenderers, the tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their eligibility and adequacy resources to effectively execute the contract. The tenderers shall be required to attach the evidence of the provided information

The detailed scoring plan shall be as shown in table 1 below: -

ITEM	DESCRIPTION	MAX POINT	SCORE
i.	Key personnel (attach evidence) At least 1No. Qualified Mechanical Engineer/Technician • CV 5 • Certificates 5	10	
ii	Contract completed in the last 2 yrs. (A max of 3No. projects) (Attach evidence) • Deliveries of similar nature complexity and magnitude 20 • Deliveries of similar nature but of lower value than the one in consideration 10 • No completed deliveries of similar nature....0	20	
iii	Registration to relevant bodies • Proof of Dealership/Dealer's Authorization letter 15	15	
iv	Financial Capability • Annual turnover greater or equal to 3 times the cost of the project 35 • Annual turnover greater or equal to the cost of the project 15 • Turnover below the cost of the project....5	35	
v	Delivery Period 30 days after contract signing 10 30-45 days after contract signing.5 Above 45 days 0	10	
vi	Sanctity of the tender document • Paginated/Serialized on each page, Well bound and Intact	10	
	Total	100	

NOTE:

Only bidders who score 70% and above will be subject to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further

The procuring entity will ensure due diligence is done to verify information submitted to be authentic truthful and where necessary verify all the documents. All machinery and equipment should be functional and operational. Any form of forgery or misinformation will lead to cancellation of the bid.

C. FINANCIAL EVALUATION

1. This will involve ranking of Bid sum.
2. Award criterion is the lowest evaluated bidder.
3. Make recommendations of award.

SECTION IX: TENDER FORMS

A. FORM OF TENDER

Date

.....
.....

Tender No.

.....

To:

.....
.....

.....
[Name and address of procuring entity]

Gentlemen and/or Ladies:

- 1 In accordance with the Conditions of Contract, Specifications and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to supply the items completely

and remedy any defects therein for the sum of Kshs. _____ [Amount in figures]

Kenya Shillings.....

- 2 We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the notification, and to complete the whole of the assignment comprised in the Contract within the time stated in the Appendix to Conditions of Contract.

- 3 We agree to abide by this tender until _____ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.

- 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 of _____ 20_____

Signature _____ in the capacity of _____

duly authorized to sign tenders for and on behalf of

[Name of Tenderer] of

[Address of Tenderer]

Witness; Name _____

Address _____

Signature _____

Date _____

B. Confidential Business Questionnaire

1. Individual Tenderer or Individual Members of joint Ventures

1.1 Constitution or legal status of Tenderer: [attach copy]

Place of registration: [insert]

Principal place of business: [insert]

Power of attorney of signatory of Tender: [attach]

Registration certificate [attach] current Business License [attach]

1.2 Total annual volume of construction work performed in two years, in Kenyan shillings as specified in the Tender Data Sheet; [insert]

1.3 Work performed as prime Contractor on works of a similar nature and volume over the last two years or as specified in the Tender Data Sheet in Kenyan Shillings. Also list details of work under way or committed, including expected completion dates.

Project name and country	Name of client and contact person	Contractors Participation
(a)		
(b)		

1.4 Major items of Contractor's Equipment proposed for carrying out the works. List all information requested below. Refer also to sub-Clause 12.3 of the Instructions to Tenderers.

Item of equipment	Description, make, and age (years)	Condition (new, good, Poor) and number available	Owned, leased (from whom?) or to be purchased (from whom?)
(a)			
(b)			
(c)			
(d)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to sub-Clause 12.3 of the Instructions to Tenderers and Sub- Clause 10.1 of the General Conditions of Contract.

Position	Name	Years of experience (general)	Years of experience proposed
(a)			
(b)			

- 1.6 Proposed sub-contractor and firms involved. Refer to Clause 7 of General Conditions of Contract.

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work
(a)			
(b)			

- 1.7 Financial reports for the number of years specified in the Tender Data Sheet.
- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.
- 1.9 Name, address, and telephone, e-mail address, and facsimile numbers of banks that may provide references if contracted by the Procuring Entity.
- 1.10 Information on current litigation in which the Tenderer is involved.

Other party(ies)	Cause of dispute	Amount involved
(a)		
(b)		

- 1.11 Statement of compliance with the requirements of sub-Clause 3.2 of the Instructions to Tenderers.
- 1.12 Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Tendering documents.

2. Joint Ventures

- 2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.
- 2.2 The information in 1.12 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory (ies) of the Tender authorizing signature of the Tender on behalf of the joint venture.
- 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:
 - a. All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - b. One of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - c. The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

3. Additional Requirements

- 3.1 Tenderers should provide any additional information required in the Tender Data Sheet or to fulfil the requirements of sub-Clauses 12.1 of the Instructions to Tenderers, if applicable

C. Integrity Declaration

UNDERTAKING BY TENDERER ON ANTI - BRIBERY POLICY / CODE OF CONDUCT AND COMPLIANCE

PROGRAMME

1. Each Tenderer must submit a statement, as part of the Tender documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the Tendering company and, where relevant, of its subsidiary in the Kenya. If a Tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
2. Tenderers will also be required to submit similar No- bribery commitments from their subcontractors and consortium partners; the Tenderer may cover the subcontractors and consortium partners in its own statement, provided the Tenderer assumes full responsibility.
3. Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
 - a. Each Tenderer will make full disclosure in the Tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the Tender and, if successful, the implementation of the contract.
 - b. The successful Tenderer will also make full disclosure [quarterly or semi- annually] of all payments to agents and other third parties during the execution of the contract.
 - c. Within six months of the completion of the performance of the contract, the successful Tenderer will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that they are sufficient to establish the legitimacy of the payments made.
 - d. Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
4. Tenders which do not conform to these requirements shall not be considered.
5. If the successful Tenderer fails to comply with its No- bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
 - a) Cancellation of the contract; b)

Liability for damages to the public authority and/or the unsuccessful competitors in the Tendering possibly in the form of a lump sum representing a pre- set percentage of the contract value (liquidated).

7. Tenderers shall make available, as part of their Tender, copies of their anti- Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.
8. The Government of Kenya has made special arrangements for adequate oversight of the procurement process and the execution of the contract, and has invited civil society and other

competent Government Departments to participate in the oversight. Those charged with the oversight responsibility will have full access to all documentation submitted by Tenderers for this contract, and to which in turn all Tenderers and other parties involved or affected by the project shall have full access provided, however, that no proprietary information concerning a Tenderer may be disclosed to another Tenderer or to the public.

ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

(Sections 39, 40, 41, 42, 43 & of the PPD Act, 2005)

I/We

of Street, Building, P O Box

Contact/Phone/E mail

Declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We

Declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature

Name and Title of Signatory

D. Letter of Acceptance

[Letter head paper of the Procuring Entity]

[date]

To: [name and address of the Contractor]

This is to notify you that your Tender dated [date] for execution of the [name of the Contract and identification

number, as given in the Contract Data Sheet] for the Contract Price of the equivalent of [amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us.

We confirm that [insert name proposed by the procuring entity] to be the Adjudicator. We accept that [name proposed by Tenderer] be appointed as Adjudicator.

Or

We do not accept that [name proposed by Tenderer] be appointed as adjudicator, and by sending a copy of this

letter of acceptance to [insert the name of the Appointing Authority], we are hereby requesting [name], the Appointing Authority, to appoint the adjudicator in accordance with Clause 44.1 of the Instructions to Tenderers.

You are hereby instructed to proceed with the execution of the said works in accordance with the Contract documents.

Please return the contract dully signed.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Form of Contract

D. TENDER SECURITY FORM

WHEREAS *[name of the tenderer]* (hereinafter called "the tenderer") has submitted its tender dated *[date of submission of tender]* for the Construction of secondary sewer distribution in Bomet in Bomet Municipality

[name and/or description of the equipment] (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that WE

of having our registered office at

(hereinafter called "the Bank"), are bound unto *[name of Procuring*

entity] (hereinafter called "the Procuring entity") in the sum of for

which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 20

THE CONDITIONS of this obligation are: -

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

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

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

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

E. Form of Contract Agreement

This Agreement, made the [day] day of [month], [year] between

[name and address of Procuring Entity] (hereinafter called "the Procuring Entity") and

[Name and address of Contractor] (hereinafter called "the Contractor") of the other part.

Whereas, the Procuring Entity is desirous that the Contractor execute [name and identification number of contract] (hereinafter called "the Works") with the objectives of [insert functional objectives of the works] and the Procuring Entity has accepted the Tender by the Contractor for the execution and completion of such works and the remedying of any defects therein in the sum of [contract price in words and figures] (hereinafter called "Contract Price").

NOW THIS AGREEMENT WITNESSES 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 hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement;
2. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract;
3. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein 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 before written.

The Common Seal of Was hereunto affixed in the presence of:.

Signed, Sealed,

and Delivered by the said In the presence of:

Tendering Signature of Procuring Entity..

Binding Signature of Contractor

SECTION X: FORMS OF SECURITY

F. G. Performance Bank Guarantee [Unconditional]

Beneficiary: [insert name and address of Procuring Entity] **Date:** [insert date]

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

We have been informed that [insert name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. [insert reference number of the Contract] dated with you, for the execution of [insert name of Contract and brief description of Works] (hereinafter called "the Contract"). Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required. At the request of the Contractor, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount in figures] ([insert amount in words]), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee shall expire not later than thirty days from the date of issuance of the Taking- Over Certificate.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

G. Bank Guarantee for Advance Payment

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 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]

H. 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

**SECTION XI: APPLICATION TO PUBLIC PROCUREMENT
ADMINISTRATIVE**

I. REVIEW BOARD 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 of 20 in the matter of Tender No of 20

REQUEST FOR REVIEW

I/We, the above-named Applicant(s), of address: Physical

address Fax No Tel. No Email

, hereby request the Public Procurement Administrative

Review Board to review the whole/part of the above-mentioned decision on the following grounds,
namely: - 1.

2.

etc.

By this memorandum, the Applicant requests the Board for an order/orders that: - 1.

2.

etc.

SIGNED (Applicant)

Dated on day of / 20

FOR OFFICIAL USE ONLY

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

20

SIGNED

Board Secretary