

# COMMUNICATIONS AUTHORITY OF KENYA



## **TENDER FOR SUPPLY & DELIVERY OF STAFF WELFARE BUS**

**TENDER NO: CA/PROC/OT/14/2015-2016**

**Director-General  
Communications Authority of Kenya  
Waiyaki Way  
P.O. Box 14448  
Westlands, 00800  
Nairobi, Kenya  
Tel: 4242000  
Fax: 4242335**

## TABLE OF CONTENTS

	PAGE
SECTION I	INVITATION TO TENDER..... 3
SECTION II	INSTRUCTIONS TO TENDERERS..... 4
SECTION III	GENERAL CONDITIONS OF CONTRACT..... 19
SECTION IV	SPECIAL CONDITIONS OF CONTRACT..... 24
SECTION V	TECHNICAL SPECIFICATIONS..... 26
SECTION VI	SCHEDULE OF REQUIREMENTS..... 29
SECTION VII	PRICE SCHEDULE FOR GOODS/SERVICES ... 29
SECTION VIII	STANDARD FORMS..... 30
8.1	FORM OF TENDER..... 31
8.2	CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS..... 32
8.3	TENDER SECURITY FORM..... 34
8.4	CONTRACT FORM..... 35
8.5	PERFORMANCE SECURITY FORM..... 36
8.6	BANK GUARANTEE FOR ADVANCE PAYMENT FORM..... 37
8.7	MANUFACTURER’S AUTHORIZATION FORM..... 38

**SECTION I INVITATION TO TENDER**

**1.0 TENDER REF NO. (CA/PROC/OT/ 14/2015-2016)**

**TENDER NAME: (TENDER FOR SUPPLY & DELIVERY STAFF WELFARE BUS)**

Communications Authority of Kenya (CA) invites interested and eligible bidders to tender for supply & delivery of staff welfare bus.

Interested and eligible bidders should obtain the Tender documents from Communications Authority of Kenya, Procurement Office, 3<sup>rd</sup> Floor Wing A, upon payment of non- refundable fee of **Kenya Shillings One Thousand(Kshs 1,000)** only either in cash or bankers cheque payable to the **Communications Authority of Kenya**.

The tender documents may also be downloaded from our website [www.ca.go.ke](http://www.ca.go.ke) or IFMIS supplier portal (<http://supplier.treasury.go.ke> ) however firms who download the tenders must register themselves with details of contact addresses and email to: [tenders@ca.go.ke](mailto:tenders@ca.go.ke). Firms who download the tender documents need not pay.

Completed tender documents in plain, sealed envelope clearly marked **CA/PROC/OT/14/2015-2016 -“Tender for supply & delivery of welfare bus”** should be deposited in our tender box located on the ground floor of the CA Centre and addressed as shown below, so as to reach on or before **25<sup>th</sup> November, 2015 at 2.30 p.m.**

**The Secretary  
Tender Committee  
Communications Authority of Kenya  
P.O. Box 14448 Nairobi 00800  
Tel: 4242000  
Mobile: 0736 121515/ 121414  
0727 531278/531279**

**E-mail: [tenders@ca.go.ke](mailto:tenders@ca.go.ke)  
Website: [www.ca.go.ke](http://www.ca.go.ke)**

Bids will be opened immediately thereafter in the presence of bidders or representatives who choose to attend at the CA 1<sup>st</sup> Floor meeting room 2.

## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The Authority'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 Authority to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.2 Eligible Goods**

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

### **2.3 Cost of Tendering**

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Authority, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### **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**

2.5.2 A prospective tenderer requiring any clarification of the tender document may notify the Authority in writing or by post at the Authority's address indicated in the Invitation to Tender. The Authority will respond in writing to any request for clarification of the Tender documents, which it receives not later than days prior to the deadline for the submission of tenders, prescribed by the Authority. Written copies of the Authority's response (including an explanation of the query but without identifying the source of inquiry)

2.5.3 The Authority shall reply to any clarifications sought by the tenderer within 7 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 Authority 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 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 Authority, 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 correspondences and documents relating to the tender exchanged by the tenderer, shall be written in English language, 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 for purposes of interpretation of the tender, the English translation shall govern.

## **2.8 Documents Comprising of Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components

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

## **2.9 Tender Forms**

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

## **2.10 Tender Prices**

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

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the Procuring Entity.

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

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

## **2.1 Tender Currencies**

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

## **2.12 Tenderers Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its Tender, documents establishing the tenderers eligibility to tender and Its qualifications to perform the contract if it's tender are accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Authority's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Authority's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;

## **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 clause-by-clause commentary on the Authority's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement Entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement Entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security(Kshs 100,000.00)**

2.14.1 The tenderer shall furnish, as part of its tender, a tender security of **Ksh100, 000.00** or equivalent in form of bank guarantee or Insurance Company in the list approved by Public Procurement Oversight Authority (PPOA) as specified in the Appendix.

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

2.14.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of Insurance Guarantee, bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, and valid for thirty (30) days beyond the validity of the tender.

2.14.4 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Authority as non- responsive, pursuant to paragraph 2.22

2.14.5 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 Authority.

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

2.14.7 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the Authority 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 120 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Authority, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Authority as non - responsive.
- 2.15.2 In exceptional circumstances, the Authority may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.16 **Format and Signing of Tender**

- 2.16.1 The Tenderer shall prepare two copies of the tender, clearly marking each **“ORIGINAL TENDER”** and **“COPY OF TENDER,”** as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. 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 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 Authority 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,” (25<sup>th</sup> November, 2015) at 2.30. P. M.**
- 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 Authority will assume no responsibility for the tender's misplacement or premature opening.

## **2.18 Deadline for Submission of Tenders**

2.18.1 Tenders must be received by the Authority at the address specified under paragraph 2.17.2 no later than, **(25<sup>th</sup> November, 2015) at 2.30. P.M.**

2.18.2 The Authority 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 Authority 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 Authority prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by Fax or Email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 The Authority may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 The Authority shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.20 Opening of Tenders**

2.20.1 The Authority will open all tenders in the presence of tenderers' representatives who choose to attend, on **25<sup>th</sup> November, 2015 at 2.30. P.M.** in the location specified in the Invitation to Tender.

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

2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Authority, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The Authority 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 Authority may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the Authority in the Authority'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 Authority 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 Authority 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 Authority 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

Authority'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 Authority 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 Authority will convert these currencies to Kenya Shillings using the selling exchange rate on the rate of tender closing provided by the Central Bank of Kenya.

## **2.24 Evaluation Process**

The tenders submitted will be evaluated in three (3) stages; Mandatory, Technical and Financial. The evaluation process will be in stages as follows:-

- a. General Mandatory –Pass/Fail
- b. Technical Compliance – Complied/Not complied
- c. Financial – Lowest cost bidder

### **2.24.1 General Evaluation criteria**

The bids shall undergo a general pre-qualification process in order to determine the bid compliance to the following mandatory requirements. Tenderers are required to comply to the following requirements, failure to which the firm shall not proceed with the next stage of evaluation:

<b>No</b>	<b>Requirements</b>
1	Valid and current KRA Tax Compliance
2	Bid security of KShs 100,000.00 in form of bank guarantee or Insurance Company approved by Public Procurement Oversight Authority (PPOA)
3	Submit a CR12 Form obtained from Attorney General's office showing the shareholders of the firm or submit a list of directors or shareholders or a sworn affidavit of the directors of the company.
4	Manufacturer Authorization for the vehicle to be supplied as detailed in the tender document.

Failure to submit any of the above mentioned documentation will lead to disqualification at the stage. The bidders that will meet all the mandatory requirements above will qualify to proceed to the next stage of evaluation.

## 2.24.2 Technical compliance evaluation

**Note: Bidders must provide brochures of the vehicle proposed to aid in evaluation of the bids. Provide details with regard to compliance proposed and documents in support of technical specifications for the vehicle, clearly mentioning the make, model.**

No	SPECIFICATION	REQUIREMENT	TENDERER'S REQUIREMENTS
<b>1.</b>	<b>GENERAL</b>		
a)	A Standard production, imported completely built, executive mini bus of latest design in current production.	Completely built	
b)	Supplied new.	New	
c)	Suitable for passenger transportation over paved and un-paved (rough) roads.	Passenger Transport	
d)	To seat adults between 28 to 33 passengers comfortably	28-33 passengers	
<b>2.</b>	<b>DIMENSIONS AND WEIGHTS</b>		
a)	Overall length, minimum.	6,800mm	
b)	Overall width, minimum.	2,000mm	
c)	Overall height, minimum.	2,500mm	
d)	Wheelbase, minimum.	3,500mm	
e)	Max. G.V.W, minimum.	5,500Kg	
f)	Kerb weight.	Specify	
g)	Passenger room height, minimum.	1,700mm	
<b>3.</b>	<b>ENGINE</b>		
a)	Make	Specify	
b)	Model	Specify	
c)	Country of origin	Specify	
d)	Engine type, Diesel	Diesel	
e)	4 Stroke, water-cooled.	Water Cooled	

No	SPECIFICATION	REQUIREMENT	TENDERER'S REQUIREMENTS
f)	Piston displacement, max.	4,000cc	
g)	Number of cylinders, min	4	
h)	Minimum power output, (KW/rpm).	90 KW/3500rpm	
i)	Minimum torque output, (NM/rpm).	250Nm/2000rpm	
j)	Average fuel consumption (on full load) at:	Fuel Consumption	
<b>4.</b>	<b>CLUTCH AND TRANSMISSION</b>		
a)	Clutch, coil spring type, dry single plate,	Clutch	
b)	All synchromesh gearbox.	Specify	
c)	Gear speeds, min	5F,1R	
d)	Drive configuration.	4x2	
<b>5.</b>	<b>BRAKES AND TYRES</b>		
a)	Brakes, hydraulic actuation.	Hydraulic	
b)	Mechanical parking brake, to act on rear wheels	Parking Brake	
c)	Tyres locally available.	Available	
d)	Optimum tire size	Specify	
<b>6.</b>	<b>SUSPENSION AND STEERING</b>		
a)	Independent, heavy duty front and rear suspension	Heavy duty	
b)	Heavy duty leaf and coil springs with hydraulic (telescopic) shock absorbers.	Heavy Duty	
c)	Assisted steering	Steering	
<b>7.</b>	<b>ELECTRICAL SYSTEM AND INSTRUMENTS</b>		
a)	System voltage, negative earth, with alternator charging	12V	

No	SPECIFICATION	REQUIREMENT	TENDERER'S REQUIREMENTS
b)	Battery capacity, approx.	Specify	
c)	Fitted with air conditioning, with both cooling and heating capacity, including the passenger area	Air conditioner	
d)	Each passenger to have adjustable cool air vents for setting airflow as they wish.	Air vents	
e)	Standard instruments and gauges (or warning lights) for charging circuit, oil pressure, coolant temperature etc.	Gauges	
<b>8.</b>	<b>BODY, SEATS AND FINISH</b>		
a)	Long lasting upholstery and high quality interior finish.	Upholstery	
b)	High gloss body finish, branded with Authority's colours and logo	Branding	
c)	To seat adults between 28 to 33 passengers comfortably	Specify	
d)	All seats to have safety belts that conform to the KEBS standard No. 06-664 of 1985.	Safety Belts	
e)	Rear windshield and side windows to have curtains.	Windshield	
f)	Interior and below luggage compartments	Luggage Compartments	
<b>9.</b>	<b>EQUIPMENT (ACCESSORIES) ETC</b>		
a)	Vehicle to be fitted with tamperproof electronic speed governor with recording capacity and policing unit.	Speed governor	
b)	Governor to limit maximum speed to 80km/hr	Limit of 80km/hr	
c)	Jack, wheel brace and manufacturer's standard tools, supplied.	Jack and wheel brace	
d)	Fit FM radio with MP3 player and two (2) digital LED TV 24 inch screen fitted	Radio	

No	SPECIFICATION	REQUIREMENT	TENDERER'S REQUIREMENTS
	in front and at the centre		
e)	With a cooler box built integral with the vehicle for drinks, fruits or food.	Cooler box	
<b>11.</b>	<b>MANUALS &amp; WARRANTY</b>		
a)	Manufacturer literature in English language provided when tendering.	Literature	
b)	Repair Manual, Parts catalogue, and Drivers handbook and service schedule to be supplied.	Manual	
c)	Each vehicle supplied should carry a statement of warranty.	Statement of warranty	
d)	Vehicle warranty min., 40,000 Km or 12 Months whichever occurs first.	Warranty	
<b>12</b>	<b>OTHER REQUIREMENT</b>		
a)	Body construction and all fitments to conform to CAP 403 Kenya Traffic Act and to have a certificate from Motor vehicle inspection unit.	Certificate	
b)	Vehicle to be registered with the registrar of motor vehicles.	Registration	
c)	Vehicle to be inspected by the Chief Mechanical and Transport Engineer prior to delivery to the user.	Inspection	
d)	Firm's Status: (Franchise holder only)	Status	
e)	Indicate names and physical addresses of dealers where back-up service can be obtained.	Dealers	

Failure to meet any of the above technical requirements may lead to disqualification. The description of all the requirements should clear on how the minimum standards should be made.



### 2.24.3. Financial stage:

Bidders who will have passed the technical evaluation stage and have submitted the lowest cost will be awarded the tender. The cost should include the supply, delivery of the welfare bus and associated accessories as per the following format:

No.	Item	Qty	Unit Cost	Total Cost-Inclusive of VAT
1.	Supply and delivery of welfare bus	1		
2.	Accessories, extras etc			
<b>Total Cost</b>				

### Contacting the Authority

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

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

### 2.25 Award of Contract

2.25.1 - the Authority 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.

2.25.2 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 Authority deems necessary and appropriate.

2.25.3 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 Authority will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

#### (b) Award Criteria

2.25.4 The Authority 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) Authority's Right to Vary quantities**

2.25.5 The Authority 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) Authority's Right to accept or Reject any or All Tenders**

2.25.6 The Authority 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 Authority's action

**2.26 Notification of Award**

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

2.26.2 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

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

**2.27 Signing of Contract**

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

2.27.2 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.

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

## **2.28 Performance Security**

- 2.28.1 The successful tenderer shall furnish the performance security of **5%** of the bid price prior to signing of contract and in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents.
- 2.28.2 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 Authority may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.29 Corrupt or Fraudulent Practices**

- 2.29.1 The Authority requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Authority, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Authority of the benefits of free and open competition;
- 2.29.2 The Authority 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.
- 2.29.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## **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 Authority 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 Authority under the Contract.
- (d) “The Authority” 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 Authority 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 Authority’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 Authority 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 Authority'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 Authority and shall be returned (all copies) to the Authority on completion of the Tenderer's performance under the Contract if so required by the Authority

### 3.6 **Patent Rights**

3.6.1 The tenderer shall indemnify the Authority 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 Authority's country

### 3.7 **Performance Security**

3.7.1 Prior to signing contract the successful tenderer shall furnish to the Authority the performance security in the amount of **5%** of the bid price specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Authority 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 Authority 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 Authority, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Authority 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 Authority or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Authority 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 Authority.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Authority 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 Authority.
- 3.8.4 The Authority'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 Authority 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 Authority 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 Authority 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 Authority 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 Authority's Authority' prior written consent

### **3.15 Subcontracts**

3.15.1 The tenderer shall notify the Authority 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 Authority 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 Authority
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Authority 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 Authority 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 Authority 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 Authority 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 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 IV - SPECIAL CONDITIONS OF CONTRACT**

Special Conditions of Contract supplement in the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

### **4.1.1 Definitions (GCC Clause I)**

GCC 1.1 (d) The Purchaser is **“CA” Communications Authority of Kenya**

GCC 1.1 (f) The Project Site is **CA Centre, Waiyaki Way, Nairobi**

### **4.1.2. Country of Origin (GCC Clause 3)**

### **4.1.3 Inspection and Tests (GCC Clause 8)**

The following inspection procedures and tests are required by the CA;  
The Supplier shall get goods inspected and submit a test certificate and also supplier's guarantee/warranty certificate that the goods conforms to laid down specifications.

The CA may inspect and/or test any or all the goods to confirm their conformity to the contract, prior to dispatch from the Supplier's premises.

If the goods fail to meet the laid down specifications the supplier shall take immediate steps to remedy the deficiency or replace the defective goods to the satisfaction of the CA.

### **4.1.4 Payments (GCC Clause 12)**

GCC 12.1- Payment shall be made in the currency specified in the contract. Payments shall be made in Kenya Shillings or a convertible currently i.e US Dollars and Euros within thirty (30) days of presentation of Invoice supported by a certificate from the CA declaring that the goods have been delivered and that all other contracted services have been performed.

GCC 12.5 - Payments shall be made in Kenya Shillings, US Dollars and Euros.

### **4.1.5 Prices (Clause 13)**

GCC 13.1 Prices payable to the Supplier as stated in the Contract shall be firm and not subject to adjustment during performance of contract.

### **4.1.6 Incidental Services (GCC Clause 20)**

GCC 13.2 The incidental services to be provided are as under. The costs shall be included in the contract price:

- (a) Furnishing of the tools required for maintenance of the supplied goods
- (b) Furnishing of detailed operation and maintenance manuals for goods.

#### **4.1.7 Spare Parts (GCC Clause 21)**

GCC 21.1 - All services mentioned therein are required:

GCC 21.3 - Add as Clause 21.3 to the GCC the following:

“Suppliers shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order and issuing of Local Purchase Order.”

#### **4.1.8 Warranty (Clause 22)**

- (a) GCC 22.2 In partial modification of the provision, the warranty period shall be for one year (12 months) from date of acceptance of the goods, whichever occurs earlier.
- (b) Add as Clause 22.3 to the GCC for following:  
“Upon receipt of such notice, the supplier shall within the period specified in SCC, repair or replace the defective goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the CA for the replaced parts/goods thereafter.  
  
In the event of any correction of defects or replacements of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 12 months.
- (c) GCC 22.4 & 22.5 the Period for correction of defects in the warranty period is 15 days.
- (d) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC 4.

## SECTION V - TECHNICAL SPECIFICATIONS

### 5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderer are requested to submit with their offers the detailed specifications, catalogues, etc for the items they intend to supply
- 5.1.2 Tenderer 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 Authority 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 Technical Specifications

All technical parameters of the vehicle are mandatory. In case of any downward deviation in specifications of the items, the bid will not proceed into the next level of evaluation. The minimum specifications are as detailed below:

No	SPECIFICATION	REQUIREMENT
1	<b>GENERAL</b>	
a)	A Standard production, imported completely built, executive mini bus of latest design in current production.	Completely built
b)	Supplied new.	New
c)	Suitable for passenger transportation over paved and un-paved (rough) roads.	Passenger Transport

No	SPECIFICATION	REQUIREMENT
d)	To seat adults between 28 to 33 passengers comfortably	Specify
<b>2.</b>	<b>DIMENSIONS AND WEIGHTS</b>	
a)	Overall length, minimum.	6,800mm
b)	Overall width, minimum.	2,000mm
c)	Overall height, minimum.	2,500mm
d)	Wheelbase, minimum.	3,500mm
e)	Max. G.V.W, minimum.	5,500Kg
f)	Kerb weight.	Specify
g)	Passenger room height, minimum.	1,700mm
<b>3.</b>	<b>ENGINE</b>	
a)	Make	Specify
b)	Model	Specify
c)	Country of origin	Specify
d)	Engine type, Diesel	Diesel
e)	4 Stroke, water-cooled.	Water Cooled
f)	Piston displacement, max.	4,000cc
g)	Number of cylinders, min	4
h)	Minimum power output, (KW/rpm).	90 KW/3500rpm
i)	Minimum torque output, (NM/rpm).	250Nm/2000rpm
j)	Average fuel consumption (on full load) at:	Fuel Consumption
<b>4.</b>	<b>CLUTCH AND TRANSMISSION</b>	
a)	Clutch, coil spring type, dry single plate,	Clutch
b)	All synchromesh gearbox.	Specify
c)	Gear speeds, min	5F,1R
d)	Drive configuration.	4x2

No	SPECIFICATION	REQUIREMENT
<b>5.</b>	<b>BRAKES AND TYRES</b>	
a)	Brakes, hydraulic actuation.	Hydraulic
b)	Mechanical parking brake, to act on rear wheels	Parking Brake
c)	Tyres locally available.	Available
d)	Optimum tire size	Specify
<b>6.</b>	<b>SUSPENSION AND STEERING</b>	
a)	Independent, heavy duty front and rear suspension	Heavy duty
b)	Heavy duty leaf and coil springs with hydraulic (telescopic) shock absorbers.	Heavy Duty
c)	Assisted steering	Steering
<b>7.</b>	<b>ELECTRICAL SYSTEM AND INSTRUMENTS</b>	
a)	System voltage, negative earth, with alternator charging	12V
b)	Battery capacity, approx.	Specify
c)	Fitted with air conditioning, with both cooling and heating capacity, including the passenger area	Air conditioner
d)	Each passenger to have adjustable cool air vents for setting airflow as they wish.	Air vents
e)	Standard instruments and gauges (or warning lights) for charging circuit, oil pressure, coolant temperature etc.	Gauges
<b>8.</b>	<b>BODY, SEATS AND FINISH</b>	
a)	Long lasting upholstery and high quality interior finish.	Upholstery
b)	High gloss body finish, branded with Authority's colours and logo	Branding
c)	To seat adults between 28 to 33 passengers comfortably	Specify configuration.
d)	All seats to have safety belts that conform to the KEBS standard No. 06-664 of 1985.	Safety Belts

<b>No</b>	<b>SPECIFICATION</b>	<b>REQUIREMENT</b>
e)	Rear windshield and side windows to have curtains.	Windshield
f)	Interior and below luggage compartments	Luggage Compartments
<b>9.</b>	<b>EQUIPMENT (ACCESSORIES) ETC</b>	
a)	Vehicle to be fitted with tamperproof electronic speed governor with recording capacity and policing unit.	Speed governor
b)	Governor to limit maximum speed to 80km/hr	Limit of 80km/hr
c)	Jack, wheel brace and manufacturer's standard tools, supplied.	Jack and wheel brace
d)	Fit FM radio with MP3 player and two (2) digital LED TV 24 inch screen fitted in front and at the centre	Radio
e)	With a cooler box built integral with the vehicle for drinks, fruits or food.	Cooler box
<b>11.</b>	<b>MANUALS &amp; WARRANTY</b>	
a)	Manufacturer literature in English language provided when tendering.	Literature
b)	Repair Manual, Parts catalogue, and Drivers handbook and service schedule to be supplied.	Manual
c)	Each vehicle supplied should carry a statement of warranty.	Statement of warranty
d)	Vehicle warranty min., 40,000 Km or 12 Months whichever occurs first.	Warranty
<b>12</b>	<b>OTHER REQUIREMENT</b>	
a)	Body construction and all fitments to conform to CAP 403 Kenya Traffic Act and to have a certificate from Motor vehicle inspection unit.	Certificate
b)	Vehicle to be registered with the registrar of motor vehicles.	Registration
c)	Vehicle to be inspected by the Chief Mechanical and Transport Engineer prior to delivery to the user.	Inspection
d)	Firm's Status: (Franchise holder only)	Status
e)	Indicate names and physical addresses of dealers where back-	Dealers

No	SPECIFICATION	REQUIREMENT
	up service can be obtained.	

**SECTION VI- SCHEDULE OF REQUIREMENTS**

You are requested to tender for the supply and delivery of staff welfare bus. The bus will be delivered at the CA Centre located along Waiyaki Way. The requirements are as detailed in the technical specifications in 5.2 above.

**SECTION VII - PRICE SCHEDULE FOR GOODS AND SERVICES**

Name of tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity	Unit price	Total Price EXW per item (cols. 4x5)	Unit price of other incidental services payable

Signature of tenderer \_\_\_\_\_

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

**SECTION VIII - STANDARD FORMS/APPENDIX**

**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 Authority.

6. Manufacturers Authorization Form - The manufacturers form must be must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

**8.1 FORM OF TENDER**

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

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

\_\_\_\_\_  
*[Communications Authority of Kenya ]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and Authority ( ..... *(insert equipment description)* in conformity with the said tender documents for the sum of ..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and Authority the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract , in the form prescribed by .....*( Authority)*.

4. We agree to a bid by this Tender for a period of ..... *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

## 8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

<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
.....	
• Citizenship	details
.....	
.....	
•	
Part 2 (b) Partnership	
Given details of partners as follows:	
Name	Nationality
Details	Citizenship
Shares	
1.	.....
	.....
2.	.....

	<p>3. ....</p> <p>4. ....</p>			
	<b>Part 2 (c) – Registered Company</b> Private <span style="float: right;">Public</span> or			
	State the nominal and issued capital of company- Nominal Kshs. .... Issued Kshs. .... Given details of all directors as follows			
	<table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Name</td> <td style="width: 30%;">Nationality</td> <td style="width: 40%;">Citizenship Details</td> </tr> </table>	Name	Nationality	Citizenship Details
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 SECURITY FORM**

Whereas ..... [name of the tenderer]  
(hereinafter called “the tenderer”) has submitted its tender dated ..... [date of  
submission of tender] for the supply and delivery of .....[name and/or  
description of the equipment] (hereinafter called “the Tender”)  
..... KNOW ALL PEOPLE by these presents that  
WE ..... of ..... having our registered office at  
..... (hereinafter called “the Bank”), are bound unto ..... [name  
of Authority] (hereinafter called “the Authority”) in the sum of ..... for which  
payment well and truly to be made to the said Authority, 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 Authority 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 Authority up to the above amount upon receipt of its first written demand, without the Authority having to substantiate its demand, provided that in its demand the Authority will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

[signature of the bank] \_\_\_\_\_  
(Amend accordingly if provided by Insurance Company)

**8.4 CONTRACT FORM**

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

WHEREAS the Authority 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 Authority’s Notification of Award

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

4. The Authority 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 Authority

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 Authority]

WHEREAS ..... [Communications Authority of Kenya]  
(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 Authority]

[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 Authority 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 Authority 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 Authority 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 Authority]* .....

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.