

COMMUNICATIONS AUTHORITY OF KENYA



**TENDER FOR GROUNDS AND LANDSCAPE MAINTANENCE AT SMMS SABWANI
KITALE, ELDORET AND NAKURU STATIONS**

**TENDER NO: CA/PROC/OT/27/2018-2019
(RESERVED FOR YOUTH, WOMEN &PWDS)**

SUBMISSION DEADLINE

6TH FEBRUARY 2019 AT 10:30 AM

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

4242000

TABLE OF CONTENTS

	Page
INTRODUCTION	3
SECTION I INVITATION TO TENDER.....	4
SECTION II INSTRUCTIONS TO TENDERERS.....	5
APPENDIX TO INSTITUTIONS TO TENDER	19
SECTION III GENERAL CONDITIONS OF CONTRACT.....	21
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	27
SECTION V SCHEDULE OF REQUIREMENTS.....	30
SECTION VI TECHNICAL SPECIFICATIONS.....	31
SECTION VI STANDARD FORMS.....	33

SECTION I – INVITATION TO TENDER

INVITATION FOR TENDER

Tender No: CA/PROC/OT/27/2018-2019

Tender Name: Tender for Grounds and Landscape Maintenance at RSMS Sabwani-Kitale station, Eldoret and Nakuru Stations (Reserved for Women, Youth and People with Disability).

1.1 CA wishes to invite interested and eligible firms under **Women, Youth and People with Disability for a three (3) years Contract for Tender for Grounds and Landscape Maintenance at RSMS Sabwani-Kitale station, Eldoret and Nakuru Stations (Reserved for Women, Youth and People with Disability.)** Interested and eligible Contractors/service providers should obtain the Tender document from **Communications Authority of Kenya Headquarters on Waiyaki Way, CA Centre, Procurement offices 2ND floor or the District Commissioner’s (Trans Nzoia , Uasin ngishu and Nakuru County) Supplies Office Respectively** free of charge.

The tender documents can also be accessed and downloaded from the IFMIS supplier portal <http://supplier.treasury.go.ke> and Authority’s website: www.ca.go.ke Further, firms who download the tender documents must arrange to forward their particulars/contacts to the Head of Procurement, Communications Authority of Kenya, through the email address tenders@ca.go.ke before the closing date for records and for purposes of receiving clarifications and or addendums, if any.

1.3 **The mandatory Pre-Bidders site visit will be held as follows:**

Kitale Sabwani 22/01/2019 from 10.00AM to 2.00 PM

Eldoret 23/01/2019 from 10.00AM to 2.00 PM

Nakuru 25/01/2019 from 10.00AM to 2.00 PM

Note: There will be no other site visit date other than the ones specified above.

1.4 Bidders can contact **0722813980 or 0722386260** for directions and details of the site visit.

1.5 Prices quoted must be net inclusive of VAT and all Government Taxes

1.6 Prices must remain valid for one hundred and fifty (150) days from the opening date of the tender.

1.7 Completed tender documents in plain, sealed envelope clearly marked- **CA/PROC/OT/27/2018-2019 -“ Tender for Grounds and Landscape Maintenance at RSMS Sabwani-Kitale station, Eldoret and Nakuru Stations”** Should be deposited in our tender box located at the **Communications Authority of Kenya CA Centre**

Ground Floor, Nairobi and addressed as shown below, so as to reach on or before **6TH FEBRUARY , 2019** at **10.30 A.M. East African Time**

HEAD OF PROCUREMENT
Communications Authority of Kenya
P.O. Box 14448 Nairobi 00800
Tel: 4242000
Mobile: 0736 121515/ 121414
0703 042000
Website: www.ca.go.ke
Email: tenders@ca.go.ke

Bids will be opened thereafter in the presence of bidder's representatives who chose to attend on **6TH February 2019** at **10.30 AM** at the meeting room 2 in CA Centre Nairobi

SECTION II – INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS.	Page
2.1 Eligible Tenderers	6
2.2 Cost of tendering	6
2.3 Contents of tender documents	7
2.4 Clarification of Tender documents	7
2.5 Amendment of tender documents	8
2.6 Language of tenders	8
2.7 Documents comprising the tender	8
2.8 Form of tender	9
2.9 Tender prices	9
2.10 Tender currencies	9
2.11 Tenderers eligibility and qualifications	9
2.12 Tender security	10
2.13 Validity of tenders	11
2.14 Format and signing of tenders	11
2.15 Sealing and marking of tenders	12
2.16 Deadline for submission of tenders	12
2.17 Modification and withdrawal of tenders	12
2.18 Opening of tenders	13
2.19 Clarification of tenders	14
2.20 Preliminary Examination	14
2.21 Conversion to other currencies	15
2.22 Evaluation and comparison of tenders	15
2.23 Contacting the procuring entity	16
2.24 Post-qualification	17
2.25 Award criteria	17
2.26 Procuring entities right to vary quantities	17
2.27 Procuring entities right to accept or reject any or all tenders	17
2.28 Notification of award	18
2.29 Signing of Contract	18
2.30 Corrupt or fraudulent practices	19

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section PPDA Act 2015
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The document shall be downloaded free of charge from the CA website www.ca.go.ke

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service

- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security Declaration form
- xi) Site Visit declaration form

- xii) Declaration form

2.3.2. 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.

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

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

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

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

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price

quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

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

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 30

or

(ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 150 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to

paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 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.

2.14 **Format and Signing of Tender**

2.14.1 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.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 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.

2.15 **Sealing and Marking of Tenders**

2.15.1 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. The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: "**DO NOT OPEN BEFORE (6TH FEBRUARY 2019 at 10.30 AM),**"

2.15.3 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". —

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than (6th February 2019 at 10.30 AM)

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17 Modification and withdrawal of tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 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 2.12.7.

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

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

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at 6th February 2019 at 10.30 AM and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

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

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

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

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit

price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) ***Deviation in payment schedule.***

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23. **Contacting the procuring entity**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

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

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

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

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

2.25 **Notification of award**

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 **Signing of Contract**

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.3 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 **Performance Security**

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

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of

the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 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.

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

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

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

PROVISION OF GROUNDS AND LANDSCAPE MAINTANENCE AT RSMS SABWANI KITALE, ELDORET AND NAKURU STATION.

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Firms Offering landscaping services is reserved for Youth, Women and PWD's groups.
2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents of evidence required. Please see Mandatory requirements
2.12	Particulars of tender security if applicable. Tender Securing declaration in the format provided

2.13	Validity of Tenders 150 days after date of opening tenders																												
2.14	Copies of Tender Documents to be Submitted: One (1) original Copy only.																												
2.22	<p>Evaluation and comparison of Tenders</p> <p>The evaluation of bids will be done in two stages as follows:</p> <ol style="list-style-type: none"> i. Mandatory Evaluation- Pass/Fail basis ii. Technical Capacity Evaluation iii. Financial Evaluation- Lowest cost evaluated bidder <p style="text-align: center;">A. Mandatory Evaluation</p> <p>The following criteria will be used in the evaluation of all bids. The submission of the required documents will be used in the determination of the Completeness and Suitability of the Bid. Bids that do not contain all the information required will be declared non responsive and shall not be evaluated further.</p> <table border="1" data-bbox="402 905 1372 1482"> <thead> <tr> <th data-bbox="402 905 477 978">No</th> <th data-bbox="477 905 1086 978">Description of requirement</th> <th data-bbox="1086 905 1214 978">Pass</th> <th data-bbox="1214 905 1372 978">Fail</th> </tr> </thead> <tbody> <tr> <td data-bbox="402 978 477 1045">1.</td> <td data-bbox="477 978 1086 1045">CR12 Form</td> <td data-bbox="1086 978 1214 1045"></td> <td data-bbox="1214 978 1372 1045"></td> </tr> <tr> <td data-bbox="402 1045 477 1115">2.</td> <td data-bbox="477 1045 1086 1115">Certificate of registration/Incorporation</td> <td data-bbox="1086 1045 1214 1115"></td> <td data-bbox="1214 1045 1372 1115"></td> </tr> <tr> <td data-bbox="402 1115 477 1184">3.</td> <td data-bbox="477 1115 1086 1184">Signed pre-bidders site visit certificates</td> <td data-bbox="1086 1115 1214 1184"></td> <td data-bbox="1214 1115 1372 1184"></td> </tr> <tr> <td data-bbox="402 1184 477 1253">4.</td> <td data-bbox="477 1184 1086 1253">Valid Tax Compliance Certificate.</td> <td data-bbox="1086 1184 1214 1253"></td> <td data-bbox="1214 1184 1372 1253"></td> </tr> <tr> <td data-bbox="402 1253 477 1323">5.</td> <td data-bbox="477 1253 1086 1323">Valid AGPO Certificate</td> <td data-bbox="1086 1253 1214 1323"></td> <td data-bbox="1214 1253 1372 1323"></td> </tr> <tr> <td data-bbox="402 1323 477 1482">6</td> <td data-bbox="477 1323 1086 1482">Duly filled, confidential business questionnaire in the format provided in the document</td> <td data-bbox="1086 1323 1214 1482"></td> <td data-bbox="1214 1323 1372 1482"></td> </tr> </tbody> </table> <p>Note: A Bidder who does NOT meet ANY of the Mandatory Requirements will not proceed to the next stage of Technical evaluation after which the lowest evaluated bidder shall be considered for award.</p> <p>The tenderers who do not satisfy any of the above requirements or provides contradicting information shall be considered as non –responsive and will not be evaluated further.</p> <p>B) TECHNICAL CAPACITY EVALUATION</p>	No	Description of requirement	Pass	Fail	1.	CR12 Form			2.	Certificate of registration/Incorporation			3.	Signed pre-bidders site visit certificates			4.	Valid Tax Compliance Certificate.			5.	Valid AGPO Certificate			6	Duly filled, confidential business questionnaire in the format provided in the document		
No	Description of requirement	Pass	Fail																										
1.	CR12 Form																												
2.	Certificate of registration/Incorporation																												
3.	Signed pre-bidders site visit certificates																												
4.	Valid Tax Compliance Certificate.																												
5.	Valid AGPO Certificate																												
6	Duly filled, confidential business questionnaire in the format provided in the document																												

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

No.	Description	Mark (%)
1.Experience of Firm	List of past 3 similar projects with details of Firms and contact persons.	20%
	3 Recommendation Letters of the above	30%
	Type of Clientele above (corporate, private, etc.) - Corporate-20% - Non-corporate -10%	20%
	Staff qualifications and training in the relevant field (Certificates and owner certified signed CV's to be attached)	10%
2.Financial Status	Letter of credit from a Bank for Kshs.200, 000.00 or above OR Certified bank statement with similar amount	10%
	Bank Statement with lower than Kshs. 200,000.00-5%	
3. Equipment	Relevant equipment for works- proof of ownership or hire agreement	10%
	TOTAL	100 %

Any bidder who scores 75 points and above shall be considered for further evaluation

C. Financial evaluation

The Tenderers who qualify under Technical Evaluation will have their Financial Bids evaluated further and the lowest total cost responsive bid submitted shall have their tender's considered for award. Price indicated on tender sum should be as detailed in price schedule.

2.24

Mandatory Site Visit will be held as follows: -

Kitale Sabwani	22/01/2019 from 10.00AM to 2.00 PM
Eldoret	23/01/2019 from 10.00AM to 2.00 PM
Nakuru	25/01/2019 from 10.00AM to 2.00 PM

Kitale that is next to Sabwani ADC farm off Kitale edebes road, Eldoret that is inside Eldoret National Polytechnic and Nakuru that is inside Top Cliff Lodge SMMS Site

2.24.3	Award Criteria: <i>Award will be made to the lowest total cost evaluated bidder. The contract will be for a period of two years subject to annual Satisfactory Performance review</i>
2.30	Particulars of performance security if applicable. Not Applicable
Other's necessary	as Defects liability period 180 days The site Possession Date shall be agreed with the project Manager

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals, which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 Patent

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 services under the contract or any part thereof .

Right’s

3.6 Performance Security Not Required

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 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.

3.6.3 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) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

3.6.4 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 of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services 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.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). 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.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the

rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 **Payment**

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.9 **Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 **Assignment**

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.

3.10 **Termination for Default**

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 provide any or all of the services 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.

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, services

similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of insolvency

The procuring entity may at the any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13 Termination for convenience

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16 Force Majeure

The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other

failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.17 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	Specify performance security if applicable N/A
3.8	Specify method and conditions of performance.
3.9	Specify price adjustments allowed. None
23.14	Specify resolution of disputes: Disputes to be settled as per the Arbitration Laws of Kenya.
3.17	Specify applicable law: Laws of Kenya
3.18	Indicate addresses of both parties Client: The Communications Authority of Kenya Waiyaki Way P.O. Box 14448 WESTLANDS, 00800 Nairobi, Kenya Tel: 424200
Other's as necessary	Complete as necessary

SECTION V – SCHEDULE OF REQUIREMENTS

SCHEDULE OF WORKS

NOTE:

- ALL TENDERERS ARE OBLIGED TO ATTEND A SITE BRIEFING TO SURVEY THE SITE PRIOR TO FILLING IN THIS SCHEDULE OF WORKS
- QUANTITIES IN THIS SCHEDULE OF WORKS ARE INDICATIVE AND TENDERERS MUST VERIFY THEM FROM THEIR SITE VISIT

ITEM DESCRIPTION	Unit	Qty	FREQ	COST PER MONTH
<p><u>KITALE STATION – GROUND MAINTENANCE WORKS</u></p> <p><u>FIRE BREAKER</u></p> <p>Maintain a vegetation free buffer (3M wide internally and 2m wide externally) all round the fenced perimeter wall to act as Fire Breaker. Work to include but not limited to uprooting up all growing grass, weeds, thickets, application of round up weed killer, etc.</p>	Item	Item	Once a month	
<p><u>ANTENNAE FIELD & BUILDING AREA</u></p> <p>Constantly cutting and maintaining the grass in the antennae field and surrounding the buildings, including weeding to leave only good grass. (3m around each building/structure)</p>	Item	Item	Twice a month	
<p><u>ROAD WORKS</u></p> <p>Maintain the access earth road from the station gate to the main road and to the antennae field, drainage channels and any essential works fit for the proper upkeep of the road is deemed to be included. (Approximately 1.5 KM road)</p>	Item		Twice a month	

ITEM DESCRIPTION	Unit	Qty	FREQ	COST PER MONTH
<p><u>ANIMAL GUARD HEDGE FENCE</u></p> <p>Maintain the animal guard hedge as and when necessary by re fixing broken members, replacing rotten pieces and all iron mongary as necessary.</p>	Item		As necessary	
<p><u>CLEANING SERVICES</u></p> <p>Provide cleaners to clean the toilet and battery bank house. Works to include but not limited to provision of tissue papers (5 no. Per week), dusting, sweeping, collecting plastic papers and other waste blown into the compound by wind, mopping, and removing marks and stains on walls, ceilings and furniture/fitings.</p>	Item	Toilet and battery bank house	3 times a week	
<p><u>PLANTINGS</u></p> <p>Watering, general attendances of young tree plantings and apply manure when and as necessary. Replacement of dead plants is deemed to be included when necessary</p>	No	300	As necessary	
<p><u>GRASS CUTTING- BIGGER COMPOUND</u></p> <p>Cut to an average of 4''high the grass bushes/thickets at the entire compound and leave grass on site to rot. Work to include mild levelling, removal of foreign objects and cutting into small pieces and spread on site branches and stems of thickets. The approximate area of the compound to be cut is 30 acres (<i>please note: cutting is on quarterly basis but your pricing should be spread and calculated on monthly basis</i>)</p>	Acres	30	Quarterly	
<p><u>ELDORET SMMS STATION</u></p> <p>Remove all vegetation in the compound and 1m around externally. Works to</p>	Item	Item	Weekly	

include replacement of ballast chippings where necessary and application of round up weed killer.				
<p><u>CLEANING SERVICES</u></p> <p>Provide cleaners to clean the toilet, Equipment Room (externally), Gate House and Battery bank house. Works to include but not limited to provision of tissue papers (2 no. Per week), dusting, sweeping, collecting plastic papers and other waste blown into the compound by wind, mopping, and removing marks and stains on walls, Metal grills, ceilings and furniture/fittings.</p>	Item	Toilet and battery bank house	3 times a week	
<p><u>NAKURU SMMS STATION</u></p> <p>Remove all vegetation in the compound and 1m around externally. Works to include replacement of ballast chippings where necessary and application of round up weed killer.</p>	Item	Item	Weekly	
<p><u>CLEANING SERVICES</u></p> <p>Provide cleaners to clean the toilet, Equipment Room (externally), Gate House and Battery bank house. Works to include but not limited to provision of tissue papers (2 no. Per week), dusting, sweeping, collecting plastic papers and other waste blown into the compound by wind, mopping, and removing marks and stains on walls, Metal grills, ceilings and furniture/fittings.</p> <p><u>Total monthly maintenance cost inclusive of VAT</u></p>	Item	Toilet and battery bank house	3 times a week	<p>.....</p>

Note:

- Monthly maintenance which will be paid on monthly basis after satisfactory attendance of the services, paid upon issuing of an invoice.

- Bidders are requested to visit the three sites i.e. Kitale that is next to Sabwani ADC on the way to Mount Elgon, Eldoret that is inside Eldoret Polytechnic and Nakuru that is inside Top Cliff Lodge.

SECTION VI – DESCRIPTION OF SERVICES

TERMS OF REFERENCE (TOR)

- (i) The Ground Maintenance Contractor shall study the requirements of the Authority as detailed in the Bills of Quantities (TOR) and properly execute the works under a maintenance contract.
- (ii) In the performance of their work, the Contractor shall maintain close liaison with CA.
- (iii) The Contractor shall be deemed to have undertaken analysis and interpretation of all documents and data received from the CA and to have accepted any conclusions and recommendations therein, unless the individual contractor has notified the CA in writing to the contrary.

SECTION VII- STANDARD FORMS

1. Form of tender – The form of Tender must be completed by the tenderer and submitted with the tender. It must also be duly signed by dully authorized representatives of the tenderer.
2. Price schedules- The Price schedule form must similarly be completed and submitted with the tender.
3. 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 .
4. Confidential Questionnaire form- This form must be completed by the tenderer and submitted with the tender documents
5. Tender securitydeclaration form- The tenderer shall provide the tender securing declaration In the form included
6. Site Visit declaration form
7. Declaration form

FORM OF TENDER

Date _____
Tender No **CA/PROC/RT/27/2018-2019**

To.....
.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. _____ *[insert numbers,* the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[Description of services]* in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]* **(As per the price Schedule.)** 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 provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide 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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] _____ *[In the capacity of]*
Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE OF SERVICES

Please fill in the charges taking into account the schedule of works/requirements itemized in Section V in the format provide below inclusive of taxes and this shall be the tender sum to be filled in the form of tender.

ITEM DESCRIPTION	Unit	Qty	FREQ	COST PER MONTH

Signature of tenderer _____

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

CONTRACT FORM

THIS AGREEMENT made the ___ day of ____ 20___ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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.

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises</p> <p>Plot No,Street/Road.....</p> <p>Postal addressTel No.Fax Email.....</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p>																				
	<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				

SITE VISIT DECLARATION FORM

I/We.....of.....do
hereby declare that I/We have visited the site in the company of the Authority's representative and
fully understand the scope and sequence of works.

Signed Signed

Date Date

TENDERER

AUTHORITY

TENDER-SECURING DECLARATION FORM

The Bidders should complete in this Form in accordance with the instructions indicated

Date:[Of Bid Submission] Tender No. **CA/PROC/RT/27/2018-2019**

To: Communications Authority of Kenya.

We, the undersigned, declare that:

- 1 We understand that, according to your conditions, bids must be supported By a Bid-Securing Declaration.

- 2 We accept that we will automatically be suspended from being eligible for Bidding in any contract with CA for the period of time of one (1) year starting on 13th January 2019, if we are in breach of Our obligation(s) under the bid conditions, because we –
 - (a) Have withdrawn our Bid during the period of bid validity specified By us in the Bidding Data Sheet; or
 - (b) Having been notified of the acceptance of our Bid by the Purchaser During the period of bid validity,
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Performance Security, in Accordance with the ITT.

- 3 We understand that this Bid Securing Declaration shall expire if we are Not the successful Bidder, upon the earlier of
 - (i) Our receipt of a copy of your notification of the name of the Successful Bidder; or
 - (ii) twenty-eight days after the expiration of our Tender.

- 4 We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bi, And the Joint Venture has not been legally constituted at the time of Bidding, the Bid Securing Declaration shall be in the names of all future Partners as named in the letter of intent.

Signed:..... In the Capacity of
[Insert legal capacity of person signing the Bid Securing Declaration]

Name:
Duly authorized to sign the bid for and on behalf of:..... [Insert complete name of Bidder]

Dated on day of, [Insert date of signing]

SELF-DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, of Post Office Box be
.....ing a
resident of in the Republic of
.....
do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for (insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....
.....
(Title) (Signature) (Date) Bidder Official

Stamp

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) _____

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*) ofdated the...day of20.....in the matter of Tender No.....of20...

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 of20.....

SIGNED
Board Secretary