



TENDER NO.CA/PROC/RT/05/2019-2020

**FRAMEWORK AGREEMENT FOR PROVISION OF
ACCOMODATION, CONFERENCE AND HOTEL
SERVICES IN NAKURU AND KISUMU COUNTIES**

SUBMISSION DEADLINE:

WEDNESDAY 4TH MARCH 2020 AT 10:30 AM

Director General
Communications Authority of Kenya
P.O Box 14448
Westlands 00800
Nairobi Kenya
Tel: +254 703 042000
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SECTION I – INVITATION TO TENDER

TENDER NO. : CA/PROC/RT/05/2019-2020

TENDER NAME: FRAMEWORK AGREEMENT FOR PROVISION OF ACCOMODATION, CONFERENCE AND HOTEL SERVICES IN NAKURU AND KISUMU COUNTIES

- 1.1 The Communications Authority of Kenya (CA) is the regulatory authority for the ICT industry in Kenya with responsibilities in telecommunications, cyber security, e-commerce, broadcasting and postal/courier services. CA is also responsible for managing the country's numbering and frequency spectrum resources, administering the Universal Service Fund (USF) as well as safeguarding the interests of users of ICT services.

The Communications Authority of Kenya (CA) invites sealed tenders from eligible candidates for provision of accommodation, conference and Hotel services in Nakuru and Kisumu Counties.

Interested eligible candidates may obtain further information from and inspect the tender documents at the CA Centre on Waiyaki Way, Procurement Division, 2nd floor – Wing A, between 9am to 4pm, Monday to Friday excluding Public Holidays.

- 1.2 The tender document can be accessed and downloaded from the Authority's website <https://ca.go.ke/about-us/do-business-with-us/open-tenders/> or Public Procurement Information Portal (PIIP) supplier portal (<http://www.tenders.go.ke/website/tenders/index>) **free of charge**.

The firms that download the document must arrange to forward their particulars/contacts to the Head of Procurement, Communications Authority of Kenya, through email address **tenders@ca.go.ke** before the closing date for records and for the purposes of receiving clarifications and/or addendum, if any. Additional information relating to this tender, if any, will be availed through the Authority's website and PIP from time to time.

A complete tender document may also be obtained by interested candidates upon payment of a non-refundable fee of **Kshs. 1,000**. The payment can be remitted through Pay-Bill No.522522 and a receipt obtained from our Accounts office, located at the Ground Floor, CA Centre.

- 1.3 Prices quoted should be inclusive of all taxes, must be expressed in Kenya shillings and shall remain valid for a period of 150 days from the closing date of the tender.

- 1.4 Completed tender documents, in a plain sealed envelope clearly marked; **CA/PROC/RT/05/2019-2020- “FRAMEWORK AGREEMENT FOR PROVISION OF ACCOMODATION, CONFERENCE AND HOTEL SERVICES IN NAKURU AND KISUMU COUNTIES”** should be deposited in the CA tender box on the ground floor of the CA Centre along Waiyaki Way on or before **Wednesday, 4TH MARCH 2020 at 10.30 a.m.**
- Bidders are required to serialize all bid documents as per requirements of the Public Procurement and Asset Disposal Act (PPADA), 2015 clause 74(1)(i).
- 1.5 Tenders will be opened immediately thereafter on the Ground Floor, Meeting Room 2, in the presence of the tenderers representatives who choose to attend.

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SECTION II – INSTRUCTIONS TO TENDERERS

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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 131 of the Act.
- 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 price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

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 form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) 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 it's 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. 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 60 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(day, date and time of closing),”

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 (*day, date and time of closing*)

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 ...(*time, day, and date of closing*) 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 tenderer's 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 2.22.3 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

2.24.3.2 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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1.1	The eligible tenderers are hotels dealing in the provision of conference, accommodation and hotel services in Nakuru and Kisumu Counties
2.1.2	The Authority's employees, committee members, board members and their relative (spouse and children) are not eligible
2.1.3	Not Applicable
2.2.2	The price to be charged for the tender document shall be Kshs.1,000/=
2.3.1	Additional applicable forms: xiv) Power of Attorney xv) Letter of Notification of Award xvi) Anti-corruption Declaration Form xvii) Letter of Acceptance xviii) Tender declaration form Not Applicable forms: xix) Declaration form xx) Performance security xxi) Bank guarantee for advance payment
2.5.2	All prospective tenderers who have obtained the tender documents will be notified of the amendment by email and such amendment will be binding on them.
2.9.5	<ul style="list-style-type: none"> •No contract variation within one year from the contract signature date. •Price variation will be based on the prevailing consumer price index as provided by Kenya National Bureau of Statistics and inflation rate as provided by the Central Bank of Kenya.
2.12.2 2.12.3	Tender security not required
2.12.7 (c)	Not applicable
2.13.1	Tender shall be valid for a period of 150 days from the date of tender opening

2.15.2	<p>Tenders must be received by the Authority at the address shown below;</p> <p style="text-align: center;">Director General Communications Authority of Kenya P.O. Box 14448 Westlands 00800 Nairobi</p>																					
2.16.1	Tenders must be received by the Authority not later than Wednesday, 4th March 2020 at 10.30am																					
2.16.3	Bulky tenders shall be registered at the Authority’s Procurement Division on 2 nd Floor – Wing ‘A’ and an acknowledgement slip issued.																					
2.17.6	The Authority shall notify all persons who submitted tenders, of the termination within 14 days of the termination, providing reasons for termination.																					
2.18.1	The Authority shall open all tenders in the presence of tenderers’ representatives who choose to attend, at 10.30am on Wednesday 4th March 2020 at Meeting Room 2, Ground Floor – CA Centre. The tenderers’ representatives who are present shall sign an attendance register.																					
2.20.1	<p>The tenders submitted by the closing date shall be subjected to mandatory Evaluation Stage (Pass/ Fail Basis) as indicated below</p> <p style="text-align: center;">STAGE 1. MANDATORY EVALUATION</p> <table border="1" data-bbox="410 1031 1421 1640"> <thead> <tr> <th data-bbox="410 1031 521 1073">No.</th> <th data-bbox="521 1031 1193 1073">Requirements</th> <th data-bbox="1193 1031 1421 1073">Pass/Fail</th> </tr> </thead> <tbody> <tr> <td data-bbox="410 1073 521 1146">1.</td> <td data-bbox="521 1073 1193 1146">Provide a copy of the company’s Certificate of Incorporation/Business Registration Certificate</td> <td data-bbox="1193 1073 1421 1146"></td> </tr> <tr> <td data-bbox="410 1146 521 1293">2.</td> <td data-bbox="521 1146 1193 1293">Provide copy of the company’s current valid Tax Compliance issued by Kenya Revenue Authority (KRA) valid up-to at least the date of tender opening</td> <td data-bbox="1193 1146 1421 1293"></td> </tr> <tr> <td data-bbox="410 1293 521 1346">3</td> <td data-bbox="521 1293 1193 1346">Copy of PIN Certificate of the Hotel</td> <td data-bbox="1193 1293 1421 1346"></td> </tr> <tr> <td data-bbox="410 1346 521 1457">4</td> <td data-bbox="521 1346 1193 1457">Signed and stamped tender declaration form attached in Section VII- standard forms</td> <td data-bbox="1193 1346 1421 1457"></td> </tr> <tr> <td data-bbox="410 1457 521 1568">5</td> <td data-bbox="521 1457 1193 1568">Duly filled, signed and stamped confidential business questioner attached in Section VII- standard forms</td> <td data-bbox="1193 1457 1421 1568"></td> </tr> <tr> <td data-bbox="410 1568 521 1640">6</td> <td data-bbox="521 1568 1193 1640">Dully filled and signed Anti-corruption form in Section VII- standard forms</td> <td data-bbox="1193 1568 1421 1640"></td> </tr> </tbody> </table> <p>NOTE:</p> <ul style="list-style-type: none"> • Failure to submit any of the documents listed above will lead to disqualification. • Tenderers who qualify at this stage will proceed to the financial evaluation stage 	No.	Requirements	Pass/Fail	1.	Provide a copy of the company’s Certificate of Incorporation/Business Registration Certificate		2.	Provide copy of the company’s current valid Tax Compliance issued by Kenya Revenue Authority (KRA) valid up-to at least the date of tender opening		3	Copy of PIN Certificate of the Hotel		4	Signed and stamped tender declaration form attached in Section VII- standard forms		5	Duly filled, signed and stamped confidential business questioner attached in Section VII- standard forms		6	Dully filled and signed Anti-corruption form in Section VII- standard forms	
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2.22.1 – 2.22.6	Hotels that will have complied with all the mandatory requirements will proceed to the financial evaluation stage. Each and every facility/Hotel shall be required to independently submit their financial proposals inclusive of all taxes for consideration.																					

STAGE 2. FINANCIAL EVALUATION

Each and every facility/Hotel shall be required to independently submit their financial proposals inclusive of all Taxes (VAT, Catering Levy, Service levy etc).

The rates will be used as and when required during the contract period of two years. Whenever a need arises the Authority will compare the rates shortlisted hotels and the most competitive Hotel will be requested to provide the services require based on availability and capacity of the venue

Bidders should submit their financial Prices in the format provided for in **Section V** of the tender document

SECTION III GENERAL CONDITIONS OF CONTRACT

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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 superseded 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 Right’s

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 .

3.6 Performance Security

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
3.1 (d)	“The Procuring entity” means communications Authority of Kenya
3.6	Performance bond not required
3.8.1	Payment shall be within 30 days from the date of submission of the invoice.
3.9	No price variation within 12 months of contract execution
3.14	<i>Resolution of disputes shall be through arbitrations as per the arbitration Act</i>
3.17	The contract shall be interpreted in accordance with the laws of Kenya
Section VI (8)	Anti corruption declaration form

**SECTION V – SCHEDULE OF REQUIREMENTS
(USE THE FORMAT PROVIDED IN THIS SECTION FOR THE
FINACIAL PROPOSAL).**

Each and every facility/Hotel shall be required to independently submit their financial proposals inclusive of all Taxes (VAT, Catering Levy, Service levy) etc. that will be valid for a period of two years.

The Authority will compare the rates of the shortlisted hotels and the most competitive Hotel will be requested to provide the services require based on availability and capacity of the venue

Bidders are required to submit their financial break down/ **IN THE FORMAT** as detailed below:-

Description	Min. Capacity	Max. Capacity	Unit cost per pax. Incl. of taxes-Kshs
Full day Meetings/Conference package inclusive of early morning, mid-morning and afternoon beverages with assorted snacks, one bottle of water in the morning and one in the afternoon, buffet lunch inclusive of one soft drink and meeting room provisions, pens, writing pads, flipcharts and marker pens			
Board room style			
Classroom style			
Theatre style			
U shaped style			
Reception style			
Banqueting style			
Hollow square style			
Half day Meetings/Conference package inclusive of early morning, and mid-morning beverages with assorted snacks, a bottle of water in the morning and, buffet lunch inclusive of one soft drink and meeting room provisions, pens, writing pads, flipcharts and marker pens			
Board room style			
Classroom style			
Theatre style			
U shaped style			
Reception style			
Banqueting style			
Hollow square style			

TABLE 2: BREAKFAST, TEA BREAKS AND COCKTAIL

Description	Room Capacity for Banquet Style		Unit cost per pax-Kshs
	Min No of Pax.	Max No of Pax.	Kshs.
Break Fast			
Full English Breakfast			
Continental breakfast			
High tea (at 10:00 o'clock)			
Cocktail			

TABLE 3: CONFERENCE AUDIO VISUAL EQUIPMENT

Extra Equipment Hire Charges	Description	Unit Cost within hotel premises	Unit Cost during events where hotels provide outside catering.
LCD Projector	2,000 Lumens		
	2,500 Lumens		
	3,000 Lumens		
	4,500 Lumens		
	7,500 Lumens		
Screen & sizes	50'' x 50''		
	60'' x 60''		
	72'' x 72''		
	96'' x 96''		
P.A system	specify according to power of the PA		
Plasma Screens	42''		
	56''		
Rear projection screens	140'' x 100''		
Extra Microphones	Corded		
	Cordless Microphones		
Table MICS			
Cordless MICS			
Podium	Glass Lectern with aluminum trussing		
	Wooden Podium		
	Standard Podium		

TABLE 4: INTERPRETATION, INTERNET AND PRINTING FACILITIES

Extra Equipment Hire Charges	Description	Unit Cost within hotel premises -Kshs
Internet connectivity (WIFI) in the conference area	Minimum of 20Mbs capacity	
Photocopying facilities per page	Colored	
	Black and white	
Printing Facilities per page	Colored	
	Black and white	

TABLE 5: ENTERTAINMENT

Entertainment for dinner events	Name of the group	Total Cost (Kshs.)
Live band performance		
Cultural dances		
Other forms of entertainment (specify)	DJ	

2. MEALS**TABLE 6: LUNCH AND DINNER**

Meals	Description	Unit cost per person (Kshs) Menu 1
Buffet lunch Inclusive of one soft drink	i) For main restaurant	
	ii) For private /exclusive to group	
Dinner Buffet Inclusive of one soft drink	i) For main restaurant	
	ii) For private /exclusive to group	

Meals	Description	Unit cost per person (Kshs) Menu 2
Buffet lunch Inclusive of one soft drink	i) For main restaurant	
	ii) For private /exclusive to group	
Dinner Buffet Inclusive of one soft drink	i) For main restaurant	

Meals	Description	Unit cost per person (Kshs) Menu 3
Buffet lunch Inclusive of one soft drink	i) For main restaurant	
	ii) For private /exclusive to group	
Dinner Buffet Inclusive of one soft drink	i) For main restaurant	

Meals	Description	Unit cost per person (Kshs) Menu 4
Buffet lunch Inclusive of one soft drink	i) For main restaurant	
	ii) For private /exclusive to group	
Dinner Buffet Inclusive of one soft drink	i) For main restaurant	

TABLE 7: COCKTAIL

Cocktails	Description	Unit cost (Kshs.)
Standard Cocktails (Menu 1)	Exclusive of drinks	
Standard Cocktails (Menu 2)	Exclusive of drinks	
Standard Cocktails (Menu 3)	Exclusive of drinks	
Standard Cocktails (Menu 4)	Exclusive of drinks	
Cocktails with carvings	Roast leg of pork	
	Roast leg of beef/lamb	
	Roast whole turkey	
	Roasted whole Goat	
	Roast whole lamb	
	Staffed Suckling pig	
	Oven baked rump of beef	

TABLE 8: OUTSIDE CATERING

Outside catering	Unit cost (Kshs.)
High tea	
Breakfast	
Buffet lunch	
Dinner	
Cocktail exclusive of drinks	
Tables & chairs –dressed	
Tents (including domes, provide for and specific the various sizes) according to size of tents	
Standard Deco of a 200 seater tent (including drapery, flowers, scalloping)	

TABLE 9: ACCOMODATION

Outside catering	Unit cost (Kshs.)
Executive double room <i>(full board accommodation)</i>	
Executive double room <i>(half board accommodation)</i>	
Executive double room <i>(bed and breakfast)</i>	
Executive single room <i>(full board accommodation)</i>	
Executive single room <i>(half board accommodation)</i>	
Executive single room <i>(bed and breakfast)</i>	
Standard double room <i>(full board accommodation)</i>	
Standard double room <i>(half board accommodation)</i>	
Standard double room <i>(bed and breakfast)</i>	
Standard single room <i>(full board accommodation)</i>	
Standard single room <i>(half board accommodation)</i>	
Standard single room <i>(bed and breakfast)</i>	

Note

The Authority will provide for a provisional sum of drinks of upto a maximum of Kshs. 4,000 per person to be billed as a per consumption over and above the prices food.

SECTION VI – DESCRIPTION OF SERVICES

The Authority from time to time requires the services of hotels for provision of conference facilities, accommodation, luncheons and dinners within Nakuru and Kisumu Counties. Due to the high frequency of such meetings, it is challenging to secure the venues and the quality of the service required on short notice.

In this regards, the Authority intends to prequalify a number of Hotels within Nakuru and Kisumu Counties who will be called upon from time to time to offer Conference facilities, luncheons, and dinners on tight schedule as and when required.

However due consideration will be given to hotels that offer competitive rates and the capacity to host the number of participants invited for each function. The assessment will be done on function – to – function basis to determine who will be recommended for hosting the event.

The rates submitted are meant to be valid for a period of two (2) years and inclusive of all applicable taxes. The Authority will issue a purchase order for each meeting/workshop as and when need arises.

The services shall be offered at sites designated by the Authority. Upon delivery of the services, the hotel shall notify the Authority and forward the following requisite documents for the services rendered.

- I. Original invoice showing the services rendered,
- II. Attendance register for participants if any and
- III. Signed chitis by the Authority’s representative indicating the total amount spent

There shall be no advance payment under this framework contract. The Authority where necessary shall approve provision of drinks allocation that shall be billed as per consumption of upto a maximum of Kshs. 4,000 per person over and above the prices of food.

SECTION VII- STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form
9. Anti corruption declaration form
10. Tender declaration form

1. FORM OF TENDER

Date _____
Tender No. _____

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]* 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 _____

2. PRICE SCHEDULE OF SERVICES (USE THE FORMAT PROVIDED IN SCHEDULE OF REQUIREMENTS TO PROVIDE THE PRICES).

Name of Tenderer _____ Tender Number _____. Page ____ of _____.

1	2	3	4	5	6	7
Item	Description	Quantity & quality	Duration	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.

3. 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 _____.

4. 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 address Tel 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 style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full..... Age.....</p> <p>Nationality..... Country of Origin.....</p> <p>Citizenship details</p>																				
	<p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <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 style="text-align: center;">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="0"> <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>																				

5. BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of
[amount of guarantee in figures and words].
We, the

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

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

This guarantee shall remain valid and 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]

6. LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

6. ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE (Section 62 PPADA, 2015).

I/We/Messrs..... of Street, Building, P
O Box.....
.....

Contact/Phone/E mail.....

I/We

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

Tender name.....

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

Authorized Signature..... Name and Title of Signatory.....

7. TENDER DECLARATION FORM

Tender-Securing Declaration (Mandatory)

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

Tender No.: *[insert number of Tendering process]*

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

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the Tender conditions, because we;

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity,
 - (i). Fail or refuse to execute the Contract, if required, or

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of;

- 1) Our receipt of your notification to us of the name of the successful Tenderer; or
- 2) Thirty days after the expiration of our Tender.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

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

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

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

Corporate Seal (where appropriate)