



**COMMUNICATIONS  
AUTHORITY OF KENYA**

**OPEN NATIONAL TENDER**

**TENDER FOR PROVISION OF MAINTENANCE SERVICES OF  
A PUBLIC ADDRESS SYSTEM**

**TENDER NO. CA/PROC/OT/11/2020-2021**

**SUBMISSION DEADLINE:**

**3rd March 2021 AT 10:30AM**

Director- General  
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## TABLE OF CONTENTS

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

## SECTION I – INVITATION TO TENDER

DATE: 10<sup>TH</sup> FEBRUARY 2021

TENDER REF NO: CA/PROC/OT/16/2020-2021

### TENDER NAME: TENDER FOR PROVISION OF MAINTENANCE SERVICES OF A PUBLIC ADDRESS SYSTEM

- 1.1 The Communications Authority of Kenya (CA) is the regulatory agency for the ICT industry in Kenya with regulatory responsibilities in the areas of telecommunications, cyber security, e-commerce, broadcasting and postal/courier services. CA is also responsible for managing the country's frequency spectrum and numbering resources, managing and administration of the Universal Service Fund (USF) as well as safeguarding the interests of consumers of ICT services throughout the country.
- 1.2 CA hereby invites interested and invites sealed tenders from eligible candidates for Tender for Provision of Maintenance Services of Public Address System as detailed in the tender document.
- 1.3 The tender is exclusively reserved to Kenyan firms that Kenyan own 100% shares.
- 1.4 The tender is open to interested and eligible firms. The potential Bidders may view and obtain further information and inspect the printed tender documents from the CA Centre on Waiyaki Way, Procurement Division, 2<sup>nd</sup> floor – Wing A, between 9 am to 4pm, Monday to Friday excluding Public Holidays and weekends.
- 1.5 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.
- 1.6 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).
- 1.7 Potential bidders are allowed to conduct an **optional** site visit from 9am – 4pm on normal working days throughout the tendering period up to the tender closing date.
- 1.8 The firms that download the document must however arrange to forward their particulars/contacts to the Head of Procurement, Communications Authority of Kenya, through email address [tenders@ca.go.ke](mailto: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 PPIP from time to time.

- 1.9 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 150 days from the closing date of the tender.
- 1.10 Duly Completed tender documents, in a plain sealed envelope clearly marked; **CA/PROC/OT/11/2020-2021- "TENDER FOR PROVISION OF MAINTENANCE SERVICES OF A PUBLIC ADDRESS SYSTEM"** should be deposited in the CA tender box on the ground floor of the CA Centre along Waiyaki Way on or before **Wednesday, 3rd March 2021 at 10.30 a.m.**
- 1.11 Bidders are required to serialize all bid documents as per the requirements of the Public Procurement and Asset Disposal Act (PPADA), 2015 clause 74(1)(i).
- 1.12 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

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	Performance security .....	19
2.31	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 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 in 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 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 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.

Instruction to Tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers;  The tender is exclusively reserved to firms that provide Maintenance Services of A Public Address System
2.1.1	Term of the contract shall be three (3) years from contract execution date
2.3.1	<b>Additional applicable forms:</b> xiv. Letter of Notification of Award xv. Letter of Acceptance xvi. Anti-corruption Declaration Form xvii. Site Visit Certificate Form
2.4	The Authority 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,
2.2.2	The price to be charged for a printed copy of the tender document collected from CA offices shall be Kshs.1, 000/=. The payment can be remitted through <b>Pay-Bill No. 522522</b> and a receipt obtained from our Accounts office, located at the Ground Floor, CA Centre
2.10	Prices quoted must be expressed in Kenya Shillings and with applicable taxes
2.11	As per 2.1 above
2.12	The tender <b>MUST</b> be accompanied by an original tender security of <b>Kshs. 50, 000</b> in form of a guarantee from a bank licensed by the Central Bank of Kenya (CBK) or Insurance Company approved by the Insurance Regulatory Authority (IRA)
2.13	The tender validity is 180 days from the date of tender closing date
2.16	1.13 Duly Completed tender documents, in a plain sealed envelope clearly marked; <b>CA/PROC/OT/11/2020-2021- “TENDER FOR PROVISION OF MAINTENANCE SERVICES OF A PUBLIC ADDRESS SYSTEM”</b> should be deposited in the CA tender box on the ground floor of the CA Centre along Waiyaki Way on or before <b>Wednesday, 3rd March 2021 at 10.30 a.m.</b>
2.20	<b>Arithmetic errors:</b>  i. Bids with arithmetic errors shall be disqualified at the financial evaluation stage.  ii. The chargeable rates as submitted and read out during the tender financial opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way as per Section 82 of PPADA, 2015

Instruction to Tenderers	Particulars of appendix to instructions to tenderers																																	
	iii. The chargeable rates to be carried to the form must be inclusive of applicable taxes.																																	
2.22	<p>Bids will be evaluated through a three stage process outlined below</p> <ol style="list-style-type: none"> <li>1. Mandatory evaluation - Pass/Fail</li> <li>2. Technical Capacity evaluation - Pass/Fail</li> <li>3. Financial evaluation -lowest evaluated bidder <b><i>in Total Cost for three (3) years</i></b></li> </ol> <p><b>STAGE 1. MANDATORY EVALUATION</b></p> <table border="1" data-bbox="368 725 1377 1249"> <thead> <tr> <th>No</th> <th>Requirements</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Attach a copy of Certificate of Registration/Incorporation</td> </tr> <tr> <td>2.</td> <td>Authentic CR12 or Certified list of Directors and Shareholders from Registrar of Companies.</td> </tr> <tr> <td>3.</td> <td>Attach a Valid KRA Tax Compliance Certificate</td> </tr> <tr> <td>4.</td> <td>The tender MUST be accompanied by an original tender security of <b>Kshs. 50,000</b> in form of a guarantee from a bank licensed by the Central Bank of Kenya (CBK) or Insurance Company approved by the Insurance Regulatory Authority (IRA)</td> </tr> <tr> <td>5.</td> <td>Dully filled and signed Anti-corruption form</td> </tr> <tr> <td>6.</td> <td>Duly filled and signed Confidential Business Questionnaire.</td> </tr> <tr> <td>7.</td> <td>Duly filled and signed Form of Tender</td> </tr> <tr> <td>8.</td> <td>Manufacturer’s Authorization for RCF products (<b>PR4092 Preamplifier</b>)</td> </tr> </tbody> </table> <p><b><i>Failure to submit any of the above-mentioned documentation shall lead to disqualification at this stage. Bidders that will not meet all the mandatory requirements above will NOT qualify to proceed to the next evaluation stage.</i></b></p> <p><b>STAGE 2. TECHNICAL EVALUATION</b></p> <p>The bids shall undergo an evaluation on their technical capacity as follows and shall be scored on Fail/Pass basis</p> <table border="1" data-bbox="368 1581 1361 2011"> <thead> <tr> <th>ITEM</th> <th>DESCRIPTION</th> <th>Complied/Not complied</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>RCF MS 1033-CD USB MP3 Player with radio tuner</td> <td></td> </tr> <tr> <td>2.</td> <td>RCF PR 4092 9 – inputs 2 outputs preamplifier</td> <td></td> </tr> <tr> <td>3.</td> <td>RCF PD 1066-6 Zone Speech/music switching unit</td> <td></td> </tr> <tr> <td>4.</td> <td>RCF UP 8502- 2 X250W Power amplifier</td> <td></td> </tr> </tbody> </table>	No	Requirements	1.	Attach a copy of Certificate of Registration/Incorporation	2.	Authentic CR12 or Certified list of Directors and Shareholders from Registrar of Companies.	3.	Attach a Valid KRA Tax Compliance Certificate	4.	The tender MUST be accompanied by an original tender security of <b>Kshs. 50,000</b> in form of a guarantee from a bank licensed by the Central Bank of Kenya (CBK) or Insurance Company approved by the Insurance Regulatory Authority (IRA)	5.	Dully filled and signed Anti-corruption form	6.	Duly filled and signed Confidential Business Questionnaire.	7.	Duly filled and signed Form of Tender	8.	Manufacturer’s Authorization for RCF products ( <b>PR4092 Preamplifier</b> )	ITEM	DESCRIPTION	Complied/Not complied	1.	RCF MS 1033-CD USB MP3 Player with radio tuner		2.	RCF PR 4092 9 – inputs 2 outputs preamplifier		3.	RCF PD 1066-6 Zone Speech/music switching unit		4.	RCF UP 8502- 2 X250W Power amplifier	
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	8.	RCF CA 300-10 pole screened cable for selection/controls to connect BM 3067 paging microphone- 100m roll.		
	9.	Equipment rack		
	10.	Installation material and labour		
<p><b>NOTE:</b> Tenderers, who will meet all the above technical requirements, will proceed to the financial evaluation stage.</p>				
<p><b>STAGE 3. FINANCIAL EVALUATION</b></p>				
<p>The bids that qualify at the technical Mandatory evaluation stage will be subjected to financial evaluation where the lowest cost bidder in total cost will be considered for award of the tender.</p>				
<p>Notes under financial submission</p>				
<ul style="list-style-type: none"> <li>i. All costs should be inclusive of applicable taxes.</li> <li>ii. Bidders should AVOID ARITHMETIC ERRORS. There shall be no correction of errors to the submitted and read out tender sum, or price schedule</li> <li>iii. Bids with arithmetic errors shall be disqualified at the financial evaluation stage.</li> </ul>				
<p>Bidders must break down the financial bid for each of the items as detailed below:</p>				
<p><b>Financial Analysis</b></p>				
	<b>No</b>	<b>Description</b>	<b>Qty.</b>	<b>Annual Cost Kshs (Incl. of VAT)</b>
	1	Provision of maintenance services of a public address system	3 years	
<p>Total for three (3) years – <i>(To be carried to Form of Tender)</i></p>				

Instruction to Tenderers	Particulars of appendix to instructions to tenderers						
	<p><i>The tender sum to be carried to the form of tender must be inclusive of applicable taxes.</i></p> <p><b>Other Costs:</b></p> <p>Emergency call attendance service - Per hour</p> <p>Please provide a list of priced possible and common parts to be ordered as and when required in the format below. <i>(not to be carried to form of tender)</i></p> <table border="1" data-bbox="368 674 1382 804"> <thead> <tr> <th data-bbox="368 674 496 725">No.</th> <th data-bbox="496 674 1134 725">Spare part</th> <th data-bbox="1134 674 1382 725">Unit rate</th> </tr> </thead> <tbody> <tr> <td data-bbox="368 725 496 804"></td> <td data-bbox="496 725 1134 804"></td> <td data-bbox="1134 725 1382 804"></td> </tr> </tbody> </table>	No.	Spare part	Unit rate			
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2.27	<p><b>Performance Security:</b> Performance security shall be 2% of the contract sum applicable for three (3) years. The performance bond should be valid 30 days beyond the contract period.</p>						

## SECTION III GENERAL CONDITIONS OF CONTRACT

### TABLE OF CONTENTS

	Page
3.1	Definitions .....22
3.2	Application.....22
3.3	Standards.....22
3.4	Use of contract documents and information.....22
3.5	Patent Rights.....22
3.6	Performance security.....22
3.7	Inspections and tests.....23
3.8	Payment.....23
3.9	Prices.....23
3.10	Assignment.....24
3.11	Termination for default.....24
3.12	Termination for insolvency.....24
3.13	Termination for convenience.....24
3.14	Resolution of disputes.....25
3.15	Governing language.....25
3.16	Force majeure.....25
3.17	Applicable law.....25
3.18	Notices.....25

## **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
3.6	Performance security <b>2% of contract sum applicable for three (3) years)</b>
3.8	Specify method and conditions of performance – The Performance bond must be in form of Bank Guarantee obtained from a commercial bank registered by Central Bank of Kenya. The Bond Must be valid for one year in each of the <b>three years plus 30 days.</b>
3.9	Specify price adjustments allowed – <b>No Price Adjustments allowed</b>
23.14	Specify resolution of disputes.
3.17	Specify applicable law: <b>The Laws of the Republic of Kenya</b>
3.18	Director- General Communications Authority of Kenya P.O. Box 14448, West-lands, 00800 Nairobi, Kenya Tel: +254 703 042000 Email: <a href="mailto:tenders@ca.go.ke">tenders@ca.go.ke</a> Website: <a href="http://www.ca.go.ke">www.ca.go.ke</a>

## SECTION V – SCHEDULE OF REQUIREMENTS

### EQUIPMENT AND PERFORMANCE REQUIREMENTS

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Quantity</b>	<b>Unit cost</b>	<b>Total cost</b>
1.	RCF MS 1033-CD USB MP3 Player with radio tuner	1		
2.	RCF PR 4092 9 – inputs 2 outputs preamplifier	1		
3.	RCF PD 1066-6 Zone Speech/music switching unit	1		
4.	RCF UP 8502- 2 X250W Power amplifier	2		
5.	RCF BM 3067-preamplified 6 zone paging microphone	1		
6.	RCF PL 6X coaxial ceiling loudspeakers	80		
7.	RCF CA 300-10 cable for selection/controls to connect BM 3067 paging microphone 100m roll	1		
8.	RCF CA 300-10 pole screened cable for selection/controls to connect BM 3067 paging microphone- 100m roll.	1		
9.	Equipment rack	1		
10.	Installation material and labour	Lot		
11.	Annual maintenance cost/contract	Lot		

**SECTION VI – DESCRIPTION OF GOODS**

- Up to 10 microphones can be linked in series (priority/interlocking configurals).
  - 4 models, mixed, interlocking mixed with 2 microphones having graduated priority
- a) Speaker Features
- Two-way speaker system with two tweeter recommended for speech and background music.
  - Music power RMS 24/12W
  - 6” woofer with coaxial tweeter
  - Low impedance (8ohms) or 100v
  - Full range speaker
- b) Preventive maintenance services on the above equipment shall be carried out once every three months at agreed times convenient to the parties. The said services shall be carried out within the client’s premises and the client shall repair and replace the defective equipment and parts thereof.
- c) Where corrective maintenance is required, the supplier shall make emergency visits as soon as is practically possible upon receipt of a notice from the client in that regard.
- d) The supplier shall submit to the client after each service and or corrective maintenance visit a report detailing the checking, adjustment and worn out parts which have been replaced and recommendations on the clients. The action are necessary for optimal performance of the equipment

**I have read and understood the Terms of Service.**

**Signature of tenderer ..... Date.....**

## **SECTION VII- STANDARD FORMS**

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential business questionnaire form
5. Tender security form
6. Performance security form
7. Letter of Notification of Award
8. Anti-Corruption Declaration Form
9. Principal's or manufacturers authorization form
10. Site Visit Certificate 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 receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide *[description of services – (specify category - if Office Premises or Residential Security)]* 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

Name of Tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_. Page \_\_\_\_ of \_\_\_\_\_.

The firm with the lowest total project cost will be considered for award of the tender. All costs shall be inclusive of applicable VAT, labor charges, Transport and other incidentals).

### Financial Analysis

ITEM	DESCRIPTION	QTY	Unit cost	Total cost
1.	RCF MS 1033-CD USB MP3 Player with radio tuner	1		
2.	RCF PR 4092 9 – inputs 2 outputs preamplifier	1		
3.	RCF PD 1066-6 Zone Speech/music switching unit	1		
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8.	RCF CA 300-10 pole screened cable for selection/controls to connect BM 3067 paging microphone- 100m roll.	1		
9.	Equipment rack	1		
10.	Installation material and labour	Lot		

*The tender sum to be carried to the form of tender must be inclusive of applicable taxes.*

*There shall be NO correction of Arithmetic errors. Arithmetic errors will lead to disqualification*

### Other Costs:

Emergency call attendance service - Per hour

(i) **SCHEDULE OF CONSUMABLES/ SPARES**

**List of required spares (To be supplied As and when required)**

<b>N O.</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE Incl. VAT (Kshs.)</b>

Signature of tenderer

---



### 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>
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	<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="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. ....	.....	.....	.....
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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="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. ....	.....	.....	.....
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2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p>Date.....Signature of Candidate.....</p>																				

**5. TENDER SECURITY FORM**

Whereas .....[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender ] for the provision of .....

[name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity](hereinafter called “the Bank”)are bound unto.....

[name of procuring entity](hereinafter called “the procuring entity”) in the sum of .....

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

THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

- (a) fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the \_\_\_\_\_ occurred \_\_\_\_\_ condition \_\_\_\_\_ or \_\_\_\_\_ conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

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

**6. PERFORMANCE SECURITY FORM**

To:

.....  
.....

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20 \_\_\_\_\_ to

supply.....  
.....

[Description services](Hereinafter called "the contract")

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....  
*[amount of the guarantee in words and figures],*

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of .....  
*[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of 20

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

---

[date]

*(Amend accordingly if provided by Insurance Company)*

**7. 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

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

I/We/..... 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 No .....for or in the

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

Authorized Signature.....

Name and Title of Signatory.....

**9. MANUFACTURER’S AUTHORIZATION FORM**

To *[name of the Procuring entity]* .....

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

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

\_\_\_\_\_

\_\_\_\_\_

*[signature for and on behalf of manufacturer]*

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



**10. SITE VISIT DECLARATION FORM (NOT APPLICABLE)**

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

Signed .....

Signed .....

Date .....

Date .....

TENDERER  
AUTHORITY

**FORM RB 1**  
**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of  
.....dated the...day of .....20.....in the matter of Tender No.....of  
.....20...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical  
address.....Fax No.....Tel. No.....Email ....., hereby request the Public  
Procurement Administrative Review Board to review the whole/part of the above mentioned  
decision on the following grounds , namely:-

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

---

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on .....  
day of .....20.....

**SIGNED**  
**Board Secretary**