



**MUHORONI SUGAR COMPANY LIMITED  
(IN RECEIVERSHIP)**

***TENDER DOCUMENT***

***FOR***

**BRANDING SUGAR**

CLOSING ON 19/09/2024 AT NOON AND OPENING THEREAFTER ON THE SAME  
DATE

**TENDER NO. REC/TBRS/09/2024**

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**INSTRUCTIONS TO TENDERERS.**

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## **INSTRUCTIONS TO TENDERERS**

Note: the tenderer must comply with the following conditions and instructions and failure to do so is liable to result in rejection of the tender.

### **GENERAL**

#### **1. Definitions**

- a. “tenderer” means any person or persons partnership firm or company submitting a sum or sums in the Bills of quantities in accordance with the instructions to Tenderers, specifications, drawings and Bills of quantities for the work contemplated, acting directly or through a legally appointed representative.
- b. “Approved tenderer” means the tenderer who is approved by the employer.
- c. Any noun or adjective from the word “tender” shall be read and construed to mean the corresponding form of the noun or adjective” bid”. Any conjugation of the verb “tender” shall be read and construed to mean the corresponding form of the verb “bid”
- d. “employer” means Muhoroni sugar company limited in receivership

#### **2. Eligibility and qualification requirements**

2.1 The invitation to tender is open to all bidders in the preference group thus, youth, women, people with disabilities, and locals.

2.2. To be eligible for award of contract, the tenderer shall provide evidence Satisfactory to the employer of their eligibility under sub clause 2.1 above and of their capability and adequacy of resources to effectively carry out the Subject contract. To this end, the tenderer shall be required to provide the Following information:-

- a) Details of experience and past performance of the tenderer on the works of similar nature within the past five or fifteen years and details on the current works on hand and other contractual commitments. This exempts women, people with disabilities and youths.
- b) The qualifications and experience of key personnel from administration and execution of the contract, both on and off site.
- c) Major items of construction plant and equipment proposed for use in carrying out the contract. Only reliable plant in good working order and suitable from the work required of it shall be shown on this schedule. The tenderer shall also indicate on this schedule when each item will be available on the works. Included also should be a schedule of plant , equipment and material to be imported for the purpose of the contract , giving details of make , type, origin and CIF value as appropriate.
- d) Details of subcontractors to whom it is proposed to sublet any portion of the contract and for whom authority will be requested for such subletting in accordance with clause 4 of the condition of the contract.

- e) A draft program of works in the form of a bar chart and schedule of payment which shall form part of the contract if the tenderer is accepted. Any change in the program or schedule shall be subjected to the approval of the Engineer.
- f) Details of any current litigation or arbitration proceedings in which the tenderer is involved as one of the parties.

### **2.3. Joint Ventures**

Tenders submitted to a joint venture of two or more firms as partners, shall comply with the following requirements:-

- a) The tenderer, and in case of a successful tender, the Form of agreement shall be signed so as to be legally binding on all partners.
- b) One of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of the attorney signed by legally authorized signatories of all the partners.
- c) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the partners in charge.
- d) All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the form of tender and the form of agreement (in case of a successful tender.)
- e) A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

### **3. Cost Tendering**

The tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### **4. Site Visit**

- 4.1. The tenderer is advised to visit the site and examine the site and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the tender and entering into contract. The cost of visiting the site shall be the tenderer's own responsibility.

- 4.2. The tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel or agents, will release and indemnify the Employer from and against all liability in respect of, and will be responsible for personal injury (whether fatal or otherwise), loss of or however caused, which but for the exercise of such permission, would not have arisen.
- 4.3. The employer shall organize a site visit at a date to be notified. A representative of the Employer will be available to meet the intending tenderer at the site.

## **5. Tender documents**

Tenderers must provide their own transport. The representative will not be available at any other time for site inspection visits.

- 5.1. The tenderer is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the tender documents. Failure to comply with the requirements for tender submission will be at the tenderer's own risk. Pursuant to clause 23 of submissions to tenderers, tenders which are not substantially responsive to the requirements of the tender documents will be rejected.
- 5.2. All receipt of the documents for the proposed contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as "private and confidential"

## **6. Clarification of Tender documents**

- 6.1. A prospective tenderer requiring any clarification of tender document may notify the Employer in writing or by telex, cable or facsimile at the Employer mailing address indicated in the invitation to tender. The Employer will respond in writing to request for clarification which he receives earlier than 28 days prior to the deadline for submissions of tenders. Written copies of the Employer's response (including the query but without identifying the source of the inquiry) will be sent to all prospective tenderers who have purchased the tender documents.

## **7. Amendment of Tender Documents**

- 7.1. At any time prior to the deadline for submission of tenders the Employer may for any reason, whether at his own initiative or in response to clarification requested by prospective tenderer, modify the tender documents by issuing addenda.
- 7.2. Any addendum will be notified in writing or by cable, telex or facsimile to all prospective tenderers who have purchased the tender documents and will be binding upon them.

- 7.3. If during the period of tendering, any circular letter (tender notices) shall be issued to tenderers by or on behalf of, the Employer setting forth the interpretation to be placed on a part of the tender documents or to make any change in them, such circular letter will form part of the tender document and it will be assumed that the tender has taken account of them in preparing the tender. The tender must promptly acknowledge any circular letter he may receive.
- 7.4. In order to allow prospective tenderers reasonable time in which to make the Addendum into account in preparing their tenders, the Employer may, at his discretion, extend the deadline for the submission of the tenders.

## **PREPARATION OF TENDERS**

### **8. Language of Tender.**

- 8.1. The tender and all correspondence and documents relating to the tender exchanged between the tenderer and the Employer shall be written in English language. Supporting documents and printed literature furnished by the tenderer with the tender may be in another language provided they are accompanied with appropriate of pertinent passages in the above stated language. For the purpose of interpretation of the tender, the English language shall prevail.

### **9. Documents comprising the tender**

- 9.1. The tender to be prepared by the tenderer shall comprise: Forms of tender and appendix thereto, a tender surety, the priced bills of quantities and schedules, the information on eligibility and qualification, and any other material required to be completed and submitted in accordance with the instructions to tenderers embodied in these tender documents. The forms, Bills of quantities and schedules provided in the tender document shall be used without exception (subject to extension of the schedule in the same format and to the provision of clause 13.2 regarding the alternative forms of tender survey).

### **10.0 Tender prices**

- 10.1 All the insertions made by the tenderer shall be made in INK and the tenderer shall clearly form the figures. The relevant space in the form of Tender and Bills of quantities shall be completed accordingly without interlineations or erasures.
- 10.2 A price or rate shall be inserted by the tenderer for every item in the Bills of quantities whether the quantities are stated or not items against which no rate or price is entered by the tenderer will not be paid for by The Employer when executed and shall be deemed covered by the rates for other items and price in the Bills of quantities.

The prices and unit rates in the Bills of quantities are to be full (all inclusive) value of the work described under the items , including all costs and expenses which may be necessary

and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based. All duties and taxes and other levies payable by the contractor under the contract or for any other causes as of the date 28 days prior to the deadline for the submission of tenders, shall be included in the rates and prices and the total tender price submitted by the tenderer

Each price or unit rate inserted in the bills of quantities should be a realistic estimate for completing the activity or activities described under that particular item and the tenderer is advised against inserting a price or rate against any item contrary to this instruction.

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

The tenderer shall complete the schedule of basic rates and shall submit with his tender such other supporting information as required under clause 47 of the condition of the contract.

## **12.0. Tender Validity**

- 12.1. The tender shall remain valid and open for acceptance for a period of one hundred and twenty days (120) from the specified date of tender opening or from the extended date of tender opening (in accordance with clause 7.4 here above) whichever is later.
- 12.2. In exceptional circumstances prior to expiry of the original tender validity period, the Employer may request the tenderer for a specified extension of period of validity. The request and responses thereto shall be made in writing or by cable, telex or facsimile. A tenderer may refuse the request without forfeiting his tender surety. A tenderer agreeing to request will not be required nor permitted to tender surety correspondingly.

## **13.0. Tender Surety-Clause exempts people with disabilities, women and youths, locals**

- 13.1. The tenderer shall furnish as part of his tender, a tender surety in the amount stated in the appendix to instructions to tenderers.
- 13.2. The unconditional tender surety shall be in the quoted currency and be inform of a certified cheque, a bank draft, an irrevocable letter of credit or guarantee from a reputable Bank approved by the Employer located in the republic of Kenya.

The format of surety shall be in accordance with the sample form of Tender Surety included in these tender documents, other formats may be subjected to the prior approval of the Employer. The tender surety shall be valid for twenty eight days (28) beyond the tender validity period.

- 13.3. Any tender not accompanied by an acceptable Tender surety will be rejected by the Employer as non – responsive.



13.4. The Tender Sureties of unsuccessful tenderers will be returned as promptly as possible as but not later than twenty eight days (28) after concluding the contract executing and after a performance security has been furnished by the successful tenderer will be returned upon the tenderer executing the contract and furnishing the required performance security.

**13.5. The tender Surety may be forfeited:**

- (a) if a tenderer withdraws his tender during the period of tender validity : or
- (b) in the case of a successful tenderer , if he fails
  - (i) To sign the agreement, or
  - (ii) To furnish the necessary performance security
- (c) if a tenderer does not accept the correction of his tender price pursuant to clause 24

**14. No Alternative offers**

14.1. The tenderer shall submit an offer which complies fully with the requirements of the tender documents.

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

**Any tenderer who fails to comply with this clause will be disqualified.**

**15.0 Pre- Tender meeting**

15.1 The tenderer designated representative is invited to attend a pre- tender meeting which if convened, will take place at the venue and time stated in the invitation to tender. The purpose of the meeting will be to clarify issues and to answer on any matter that may be raised at that stage.

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

- a) Minutes of the meeting including the text of the question raised and the response given together with any responses prepared after the meeting will be transmitted without delay to all purchasers of the tender documents. Any modifications of the tender documents listed in clause 9 which may become necessary as a result of the

pre- tender meeting shall be made by the Employer exclusively through the issue of a tender notice pursuant to clause 7 and not through the minutes of the pre tender meeting.

- b) Nonattendance at the pre- tender meeting will not be cause for disqualification of a bidder.

## **16.0 Format and signing of Tenders**

- 16.1 The tenderer shall prepare his tender as outlined in clause 9 and mark appropriately one set “ORIGINAL” and the other “copy”
- 16.2 The copies of the tender and Bills of quantities shall be typed or written in indelible ink and shall be signed by person or persons duly authorized to sign on behalf of the tenderer. Proof of authorization shall be furnished in the form of the written power of attorney which shall accompany the tender. All pages of the tender where amendments have been made shall be initiated by person or persons signing the tender.
- 16.3 The complete tender shall be without alterations, interlineations or erasures, except as necessary to correct errors made by the tenderer, in which case such corrections shall be initiated by person or persons signing the tender.

## **SUBMISSION OF TENDERS**

### **17.0 Sealing and Marking of Tenders**

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

## **18.0 Deadline for submission of Tenders**

- 18.1 Tenders must be received by the Employer at the address specified in clause 17.2 and on the date and time specified in the letter of invitation, subject to the provision of clause 7.4, 18.2 and 18.3

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

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

- 18.2 The Employer may, at his discretion extend the deadline for the submission of tenders through the issue of Addendum in accordance with clause 7, in which case all rights and obligations of the Employer and tender previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

- 18.3 Any tender received by the Employer after the prescribed deadline for submission of tender will be returned unopened to the tenderer.

## **19.0 Modification and withdrawal of tender**

- 19.1 The tenderer may modify or withdraw his tender after tender submission, provided that written notice of modification or withdrawal is received by the Employer prior to prescribe deadline for submission of tenders.

- 19.2 The tenderers modifications or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.

- 19.3 No tender may be modified subsequent to the deadline for submission of tenders.

- 19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the period of tender validity specified on the tender foam. Withdrawal of a tender during the interval will result in the forfeiture of the tender surety.

- 19.5 Subsequent to the expiration of the period of tender validity prescribed by the Employer, and the tenderer having not been notified by the Employer of the award of the contract or the tenderer does not intend to conform with the request of the Employer to the extend the prior of tender validity, The tenderer may withdraw his tender without risk of forfeiture of the tender surety.

## **TENDER OPENING VALUATION**

### **20.0 Tender Opening**

- 20.1 The Employer will open the tender in the presence of the tenderers representatives who choose to attend at the time and location indicated in the letter of invitation to tender. The tenderers representatives who are present shall sign a register
- 20.2 Tenders for which an acceptable notice of withdrawal has been submitted, pursuant to clause 19, will not be opened. The employer will examine the tenders to determine whether they are complete, whether the documents have been properly signed and whether the tenders are generally in order.
- 20.3 At the tender opening, The Employer will announce the tenders names, total tender price, tender price modifications and tender withdrawals, if any, the presence of the requisite tender surety and such other details as the Employer, at his discretion, may consider appropriate. No tender shall be rejected at the tender opening except for late tenders.
- 20.4 The Employer shall prepare minutes of the tender opening including the information disclosed to those present.
- 20.5 Tenders not opened and read out during tender opening shall not be considered further for evaluations, irrespective of the circumstances.

### **21.0. Process to be confidential**

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

### **21.0 Clarification of Tenders**

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

wishes to bring additional information to the notice of the Employer, he shall do so in writing.

### **23.0 Determination of Responsiveness**

- 23.1 Prior to the detailed evaluation of tenders, The Employer will determine whether each tender is substantially responsive to the requirement of the tender.
- 23.2 For the purpose of this clause, a substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation and has a valid bank guarantee. A material deviation or reservations is one which affects in any substantial way the scope , quality, completion timing or administration of the works to be undertaken by the tenderer under the contract , or which limits in any way substantial way inconsistency with the tender document, the Employer's rights or the tenderer obligations under the contract and the rectification of which would affect unfairly the competitive position of the tenderers who have presented substantially responsive tenders.
- 23.3 Each price or unit inserted in the Bills of Quantities shall be a realistic estimate of the cost of completing the works described under the particular item including allowance for overheads, profits and the like. Should a tender be seriously unbalanced under any item or groups of items, the tenderer shall be deemed not responsive.
- 23.4 A tender determined to be not substantially responsive will be rejected by the Employer and may not subsequently be made responsive by the tenderer by correction of non- conforming deviation or reservation.

### **24.0 Correction of Errors**

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

- (a) Where there is a discrepancy between the amount in figures and the amount words, the amount in words will govern.
- (b) Where there is discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is obvious typographical error, in which case adjustment will be made to the entry containing that error.
- (c) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrences of the tenderer, shall be considered as binding upon the tenderer. The If the tenderer does not accept the corrected amount, the tenderer may be rejected and the tender Security may be forfeited with clause 13.

## **25.0 Evaluation and Comparison of Tenders**

- 25.1 The Employer will evaluate only tenders determined to be substantially responsive to the requirements of the tender documents in accordance with clause 23
- 25.2 In evaluating tenders, The Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:-
- (a) Making any correction for errors pursuant to clause 24
  - (b) Excluding provisional sums and provision if any, for Contingencies.
  - (c) In the Bills of Quantities, but including day works where priced competitively.
- 25.3 The Employer reserves the right to accept any variations, deviations or alternative offer. Variations, deviations, alternatives offers and other factors which are excess of the requirements of the tender documents or otherwise result in the accrual or unsolicited benefits to the Employer, shall not be taken into account in tender evaluation
- 25.4 Price adjustments provisions in the conditions of contract applied over the period of execution of the contract shall not be taken into account in tender evaluation.
- 25.5 If the lowest evaluated tender is seriously un balanced or front loaded in relation to the Employer's estimate of the items of work to be performed under the contract, the employer may require the tenderer to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the relationship between those prices, proposed construction method and schedules. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in clause 29 be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful tenderer under the contract.

## **AWARD OF CONTRACT**

### **27.1 Award**

- 27.1 Subject to clause 27.2, the Employer will award the contract to the tenderer whose tender is determined to be substantially responsive to the tender documents and who has offered the lowest evaluated tender price subject to possessing the capability and resources to effectively carry out the contract works.
- 27.2 The Employer reserves the right to accept or reject any tender, and annul the tendering process and reject all tenders, at any time prior to award of contract,

without thereby incurring any liability to the affected tender or any obligation to inform the affected tenderers of the grounds for the Employer action.

## **28.1 Notification of Award**

28.1 Prior to the expiration of the period of tender validity prescribed by the Employer, The Employer will notify the successful tenderer by cable, telefax or telex and confirm in writing by registered letter that his tender has been accepted. This letter (herein after and all contract documents called "Letter of acceptance") shall name the sum (herein and in all contract documents called "the contract price") which the Employer will pay to the contractor in consideration of the execution and completion of the works as prescribed by the contract.

28.2 Notification of award will constitute the information of the contract.

28.3 Within twenty eight days (28) of receipt of the form of contract agreement from the Employer, the successful tenderer shall sign the form and return it to the Employer together with the required performance security.

## SECTION B: SPECIFICATIONS

### REQUIREMENTS

#### EMPLOYER'S RESPONSIBILITY

1. Inspecting all works done by the contractor.

#### KEY ASPECTS OF QUALIFICATION

1. Be registered under the Company's Act (CAP 486).
2. Attach PIN certification
3. Be Tax compliant – attach tax compliant Certification.
4. Must fall within special category (Youth, Women, Persons with Disability and local suppliers.
5. All services must be specification compliant.
6. Prices quoted must be VAT inclusive.
7. Price variations after Tender Awards shall not be accepted.
8. Tenderers are encouraged to come and assess the area of operation at their own cost.
9. Competitive bidding shall be based on ability and cost and therefore the lowest in cost **SHALL NOT** necessarily be the winning bidder.

#### REQUIREMENTS TO BE PROVIDED AFTER NOTIFICATION OF AWARD

1. MUST PROVIDE IDENTIFICATION OF ITS WORKERS.
2. MUST PROVIDE INSURANCE COVER FOR ITS WORKERS.
3. MUST PROVIDE MEDICAL CERTIFICATION AS PROVIDED BY THE PUBLIC HEALTH.
4. MUST PROVIDE SUITABLE PROTECTIVES (DUST COAT) & HEADGEARS FOR FOOD HANDLERS (AFTER NOTIFICATION OF AWARD).

### CONTRACTOR'S SCOPE OF WORK

	<b>AREAS OF WORK</b>	<b>QUOTATION (KSH.)</b>
1	BRANDING, STACKING AND DISPATCHING 2KG, 10KG BALES	
2	SUGAR RECOVERY AND HOUSE KEEPING ON THE BRANDING SITE AND ITS EVIRONS SHALL BE PART AND PARCEL OF YOUR RESPONSIBILITY.	



**FORM OF INVITATION FOR TENDERERS**

..... (Date)

TO ..... (Names of the contractor)  
..... (Address)  
.....  
.....

Dear Sirs,

Reference..... (Contract name)

You have been short listed to tender for the above contract

We hereby invite you and other short listed tenderers to submit a tender for the execution and completion of the above contract.

A complete set of tender documents may be purchased from:

.....

.....

(Mailing address, e- mail numbers)

All tenders must be accompanied by.....number of copies of the same and a tender security in the form and amount specified in the tender documents and shall be.....

(Address and location)

At or before..... (Time and date)

Tenders will be opened immediately thereafter, in the presence of the tenderer’s representatives who choose to attend.

Please confirm receipt of this letter and your intention to tender in writing.

Yours faithfully,

.....

(Authorized signature)

.....

(Name)

.....

## FORM OF TENDER

TO: \_\_\_\_\_ [Name of Employer] \_\_\_\_\_ [Date]  
\_\_\_\_\_ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. \_\_\_\_\_ [Amount in figures] Kenya

Shillings \_\_\_\_\_

\_\_\_\_\_ [Amount in words]

2. We undertake, if our tender is accepted, to commence the Works as Soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.

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

4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.

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

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

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_  
duly authorized to sign tenders for and on behalf of  
\_\_\_\_\_ [Name of Employer]

of \_\_\_\_\_ [Address of Employer]

Witness; Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## LETTER OF ACCEPTANCE

\_\_\_\_\_ [date]

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

*[Name of the Contractor]*

\_\_\_\_\_

*[Address of the Contractor]*

Dear Sir,

This is to notify you that your Tender dated \_\_\_\_\_

For the execution of \_\_\_\_\_

*[Name of the Contract and identification number, as given in the Tender documents]* for the Contract Price of Kshs. \_\_\_\_\_ *[amount in figures]* [Kenya Shillings \_\_\_\_\_ *(amount in words)* ] in accordance with the Instructions to Tenderers is hereby accepted.

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

Authorized Signature .....

Name and Title of Signatory .....

Attachment: Agreement

## FORM OF AGREEMENT

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
between \_\_\_\_\_ of [or whose registered office  
is situated at] \_\_\_\_\_

(Hereinafter called "the Employer") of the one part AND

\_\_\_\_\_ of [or whose registered office  
is situated at] \_\_\_\_\_

(Hereinafter called "the Contractor") of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

\_\_\_\_\_

*(Name and identification number of Contract)* (Hereinafter called "the Works") located

at \_\_\_\_\_ *[Place/location of the Works]* and the Employer has accepted  
the tender submitted by the Contractor for the execution and completion of such Works and the  
remedying of any defects therein for the Contract Price of

Kshs \_\_\_\_\_ *[Amount in figures]*, Kenya

Shillings \_\_\_\_\_ *[Amount in words]*.

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 hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
  - (i) Letter of Acceptance
  - (ii) Form of Tender
  - (iii) Conditions of Contract Part I
  - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
  - (v) Specifications
  - (vi) Drawings
  - (vii) Priced Bills of Quantities

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works 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 thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of \_\_\_\_\_

Was hereunto affixed in the presence of \_\_\_\_\_

Signed Sealed, and Delivered by the said \_\_\_\_\_

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

In the presence of (i) Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

[ii] Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

## **TENDER QUESTIONNAIRE**

Please fill in block letters.

1. Full names of tenderer

.....

2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)

.....

3. Telephone number (s) of tenderer

.....

4. Telex address of tenderer

.....

5. Name of tenderer's representative to be contacted on matters of the tender during the tender period

.....

6. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex)

.....

.....

\_\_\_\_\_  
Signature of Tenderer

Make copy and deliver to: \_\_\_\_\_ (*Name of Employer*)

**DECLARATION FORM**

Date \_\_\_\_\_

To \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The tenderer i.e. (name and address) \_\_\_\_\_

\_\_\_\_\_

Declare the following:

a) Has not been debarred from participating in public procurement.

b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

(To be signed by authorized representative and officially stamped)

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c) and 2 (d) whichever applies to your type of business. You are advised that it is a serious offence to give false information on this Form.

*Part 1 – General*

Business Name .....

Location of business premises; Country/Town.....

Plot No..... Street/Road .....

Postal Address..... Tel No.....

Nature of Business.....

Current Trade Licence No..... Expiring date.....

Maximum value of business which you can handle at any time: K.

Pound.....

Name of your bankers.....

Branch.....

*Part 2 (a) – Sole Proprietor*

Your name in full..... Age.....

Nationality..... Country of Origin.....

\*Citizenship details .....

*Part 2 (b) – Partnership*

*Give details of partners as follows:*

*Name in full Nationality Citizenship Details Shares*

1.....

2.....

3.....

***Part 2(c) – Registered Company:***

Private or public..... State the nominal and issued capital of the Company-



**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)* \_\_\_\_\_  
\_\_\_\_\_