



**Kenya Bureau of
Standards**

Quality products for quality life

**TENDER FOR PROVISION OF REPAIR AND
MAINTENANCE OF KEBS OFFICES FOR A
PERIOD OF TWO (2) YEARS UNDER
FRAMEWORK AGREEMENT.**

KEBS/T008/2019/2020

KENYA BUREAU OF STANDARDS

P.O. BOX 54974-00200

NAIROBI.

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SECTION I: INVITATION TO TENDER

TENDER NO. KEBS/T008/2019/2020-

Kenya Bureau of Standards (KEBS) invites sealed tenders from eligible candidates for **Provision of Repair and Maintenance Services of KEBS Offices for a Period of Two (2) Years Under Framework Agreement.**

Interested eligible candidates may obtain further information from and inspect the tender documents from **Procurement Office at KEBS Centre, Popo Road, Off Mombasa Road, Behind Bellevue Cinema Nairobi.**

A complete tender document may be obtained by interested candidates on normal working days between **8.30 a.m and 4.00 p.m** or **Download from the KEBS website www.kebs.org**, upon payment of a nonrefundable fee of **Kenya Shillings One Thousand (Kshs.1,000)** payable in cash or bankers' cheque to **Kenya Bureau of Standards**

Completed tender documents in plain sealed envelopes clearly marked **“KEBS/T008/2019/2020 – Tender for Provision of Repair and Maintenance Services of KEBS Offices for a Period of Two (2) Years Under Framework Agreement ”**

should be addressed and delivered to:

**THE MANAGING DIRECTOR, KENYA
BUREAU OF STANDARDS,
P.O. BOX 54974 -00200
NAIROBI.**

Or be deposited in the Tender Box at the **Main Reception** marked **“TENDER BOX”** so as to be received on or before **10.00a.m on Tuesday 10th March 2020.**

Tenders **MUST** be accompanied by a **Tender Security of Ksh 100,000 in the form of an insurance or bank guarantee in the format provided in the tender document.**

Prices quoted per full schedule should be inclusive of all taxes & delivery costs and must be in Kenya Shillings or an easily convertible currency and shall remain valid for 120 days.

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend at the **Administration Block TC Room, KEBS headquarters Nairobi.**

Late Tenders will be not opened and accepted.

MANAGING DIRECTOR

SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. KEBS 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 KEBS 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 KEBS, 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 be **Ksh.1,000.00.**

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) Declaration of undertaking

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 KEBS in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The KEBS 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 KEBS. 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 KEBS 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 KEBS, 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 KEBS, 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 KEBS, 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 KEBS 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 KEBS 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 A tender security in the amount of Ksh 100,000

2.12.2 The tender security is required to protect the KEBS 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) Such insurance guarantee approved by the Authority.

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the KEBS 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 KEBS.

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 KEBS 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 **120 days** or as specified in the invitation to tender after date of tender opening prescribed by the KEBS, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the KEBS as nonresponsive.

2.13.2 In exceptional circumstances, the KEBS 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 unamend 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 KEBS 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 Tuesday 10th March 2020 at 10.00 a.m.**

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 KEBS 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 KEBS HQS at the address specified under paragraph 2.15.2 no later than **Tuesday 10th March 2020 at 10.00 a.m.**

2.16.2 The KEBS 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 KEBS 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 KEBS 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 KEBS 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 KEBS 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 KEBS 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 KEBS will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00 a.m on, Tuesday 10th March 2020** 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 KEBS, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The KEBS 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 KEBS 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 KEBS in KEBS 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 KEBS 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 KEBS 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 KEBS 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. KEBS 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 KEBS 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 KEBS 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 KEBS 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 KEBS 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 KEBS 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 KEBS 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 KEBS 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 KEBS

2.23.1 Subject to paragraph 2.19, no tenderer shall contact KEBS 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 KEBS 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, KEBS 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 KEBS 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 KEBS 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 KEBS 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 KEBS 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 KEBS action. If KEBS determines that none of the tenderers is responsive; KEBS 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 KEBS 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, KEBS 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 KEBS notifies the successful tenderer that its tender has been accepted, KEBS 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 KEBS.
- 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 KEBS, 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 KEBS.
- 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 KEBS may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 KEBS 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 KEBS 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 Tenderers

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1.1	The tender is eligible to all Providers of Repair and Maintenance Services for KEBS Offices for a period of two (2) years under framework agreement.
2.2.1	The document can also be viewed and downloaded from the website www.Kebs.org . Bidders who download the tender document from the website must forward their particulars immediately for records and any further tender clarifications and addenda.
2.4.1	<p>A prospective tenderer requiring any clarification of the tender document may notify KEBS in writing (email in PDF format or by facsimile) at the following address:</p> <p style="padding-left: 40px;">Head of Procurement Kenya Bureau of Standards P.O. Box 54974 – 00200 NAIROBI, KENYA E-mail:procurement@kebs.org</p> <p>NB: Any request for clarification must be in the firm's letterhead, signed and must be in reference to the specific parts of the tender document properly numbered</p>
2.4.2	KEBS will respond in writing (e-mail in PDF format) to any request for clarification received at least seven (7) days prior to the deadline for the submission of tenders.
2.8.1	Tenderers shall complete the form of tender furnished in the tender documents.
2.10	Prices shall be quoted in Kenya Shillings
2.12.1	The tenderer shall furnish, as part of its tender, a tender security in the amount of Ksh 100,000.00 in the form of an insurance or bank guarantee valid for a period of 150 days from the date of tender opening in the format provided in the tender document.

2.13.1	The tender validity period is 120 days from the date of tender opening. A tender valid for a shorter period shall be considered non-responsive and shall be rejected.
2.14.1	Tenderers shall prepare one (1) original and one (1) copies of the tender document initialed, paginated and well bound.
2.15.1	Tenderers shall seal the original and the copies of the tender in one envelope and be addressed to the address given in the invitation to tender.
2.16.1	Tenders must be received by not later than Tuesday 10th March 2020 at 10.00 A.M.
2.18.1	KEBS will open the tenders in the presence of tenderers representatives who choose to attend the tender opening at 10.A.M, Tuesday 10th March 2020 in the location specified in the invitation to tender.
2.22.1	<p><u>Tender Evaluation Criteria</u></p> <p>a) Mandatory Evaluation Criteria- This will be based on the compliance to the following criteria by tenderers.</p> <p>Note: Tenderers must pass all the parameters in the mandatory evaluation so as to be considered for technical evaluation.</p> <p>Technical Evaluation Criteria-This will be based on compliance to the given criteria.</p> <p>b) Technical Evaluation based on scoring pass mark 70 per schedule which includes undertaking due diligence for the responsive firms. The due diligence visit will entail quality and specifications conformity of the tendered items.</p> <p>NB: The firms that are responsive in the technical stage and are found to be capable of performing the work after the due diligence will be considered for price evaluation.</p> <p>All items are subject to inspection and acceptance by the Client's representative in form of a Committee after delivery</p> <p>c) Financial Evaluation Criteria- This will be based on the compliance to the following criteria by tenderers.</p> <ol style="list-style-type: none"> i. The lowest evaluated unit price summation per full schedule. ii. No correction of arithmetic errors -_The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
2.24	KEBS may at its own discretion conduct due diligence on the tenderers to establish their ability to perform the contract.
2.24.3	The lowest evaluated unit price summation per full schedule shall be awarded the tender.
2.25	The unsuccessful tenderers will be notified of the outcome of the tender at the same time the successful tenderer is notified
2.27	The performance security shall be 10% of contract ceiling amount in the form of a bank guarantee issued by a bank operating in Kenya.

TENDER EVALUATION CRITERIA
1. PRELIMINARY REQUIREMENTS (MANDATORY)

No.	Documents to be submitted	Yes/No
1.	An original tender security in the amount of Ksh 100,000.00 in the form of an insurance or bank guarantee valid for a period of 150 days from the date of tender opening in the format provided in the tender document.	
2.	Duly filled, Signed & Stamped Price Schedules in the format provided (Incomplete schedule shall not be considered and shall be declared non responsive)	
3.	Duly filled, Signed & Stamped Tender Form in the format provided. (Incomplete schedule shall not be considered and shall be declared non responsive)	
4.	Attach a copy of Certificate of Incorporation/Registration in Kenya	
5.	Attach Copy of Valid Single Business Permit	
6.	Provide a copy of Certificate of Confirmation of Directors and Shareholding (CR12) for limited companies and or ID Card for Sole Proprietorship	
7.	Submit Tax Compliance Certificate valid at the time of opening. This will be verified through the TCC checker.	
8.	Must Submit a copy of a valid registration certificate by the National Construction Authority in the relevant trade -Minimum category NCA 8	
9.	Duly filled, signed and stamped Confidential Business Questionnaire	
10.	Duly filled, signed and stamped declaration of undertaking not to engage in corrupt fraudulent practice.	
11.	A duly signed & stamped written confirmation letter that the prices shall remain valid for a period of twelve (12) months (1 year) from the date contract is signed and there shall be no price variations/adjustments within the one (1) year contract period.	
12.	Bidding documents must be initialed, paginated and bound. All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format; (i.e. 1,2,3. . n) w h e r e n is the last page	

NB: Bidders who will not meet the above requirements will be declared non-responsive and their bids will not be evaluated further.

Any inconsistencies noted in any of the above requirements shall lead to automatic disqualification.

2. TECHNICAL EVALUATION CRITERIA

SCHEDULE ONE – ELECTRICALS MATERIALS & LABOUR

No.	Description of Criteria	Requirements	Max.Score																								
1.	Proof and confirmation of experience in similar work – at least 4works within the last 5 years.	<p>Provide at least four (4) Clients confirmation letters in the company’s letter head that you have successfully performed similar contracts in the last five (5) years (20 Mks) 5 marks for each letter provided</p> <p>Provide evidence of at least two contracts documents/LPOs in the last five (5) years (20 Mks) Each Contract/LPO is 10 Marks</p>	40 Mks																								
2.	Proof of availability of adequate equipment, tools & Transport for provision of the contracted service(equipment, transport, communication facilities	<p>1. Provide <u>list & proof of tools</u> to be used <u>for electrical repair and works</u> up to a maximum of five tools : (total 10mks)</p> <table><tr><th>No.</th><th>List of Tools</th><th>Provide Photos of the listed items</th></tr><tr><td>1.</td><td>Circuit testers</td><td></td></tr><tr><td>2.</td><td>Screw Drivers</td><td></td></tr><tr><td>3.</td><td>Electrical Drills</td><td></td></tr><tr><td>4.</td><td>Lineman’s Pliers</td><td></td></tr><tr><td>5</td><td>Among Others</td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td>TOTAL</td><td>5 Marks</td><td>5 Marks</td></tr></table> <p><u>2. Availability of Motor Vehicle</u> – (1 No. of Vehicle) either owned or leased (If owned submit copy of log book which must be in Company’s name and if leased attach copy of lease agreements)(5 Marks)</p>	No.	List of Tools	Provide Photos of the listed items	1.	Circuit testers		2.	Screw Drivers		3.	Electrical Drills		4.	Lineman’s Pliers		5	Among Others					TOTAL	5 Marks	5 Marks	15 Mks
No.	List of Tools	Provide Photos of the listed items																									
1.	Circuit testers																										
2.	Screw Drivers																										
3.	Electrical Drills																										
4.	Lineman’s Pliers																										
5	Among Others																										
TOTAL	5 Marks	5 Marks																									
3	Personnel experience & Qualification	<p>Provide certified professional CVs of Works Supervisor & Technical Personnel attaching academic Certificates required (HND/Diploma) 5 Marks</p> <p>1. Works Supervisor (1 No.) 10 Marks</p> <p>- Attach CV of the <u>works supervisor</u> depicting skills and <u>experience</u> in Electrical works.</p> <table><tr><th>Experience</th><th>Marks</th><th>Score</th></tr><tr><td>5 & above Years</td><td>5</td><td></td></tr><tr><td>3 – 4 Years</td><td>3</td><td></td></tr><tr><td>1 – 2 Years</td><td>1</td><td></td></tr><tr><td></td><td></td><td></td></tr></table>	Experience	Marks	Score	5 & above Years	5		3 – 4 Years	3		1 – 2 Years	1					30 Marks									
Experience	Marks	Score																									
5 & above Years	5																										
3 – 4 Years	3																										
1 – 2 Years	1																										

		- Attach Copies of <u>academic certificates</u> for the works supervisor for electrical course			
		Document requirements	Qualification	Score	
			HND	5 marks	
			Diploma	3 Marks	
			Certificate	1Mark	
		2. Electrician (2 No.) (20 Marks)			
		- Attach CV containing skills and experience in electrical work			
		Experience	Marks	Score	
		5 years & above	5		
		3 – 4 Years	3		
		1 – 2 Years	1		
		-Attach copies of academic certificates for the electricians			
		Qualification	Marks	Score	
		Diploma In Electrical Engineering or related course	5		
		Certificate in Electrical Engineering or related course	3		
4.	Proof of financial capacity	Copies of authorized bank statements for the last six (6) months (Must be stamped by the bank) and or proof of ability to mobilize the funds eg LPO discounting facility with a bank			5 Mks
5.	Provide evidence /proof of Professional Indemnity Cover	Attach proof of cover			5 Mks
6.	Proof of EHS Policy	1. Demonstrate and present Environment Health & Safety (EHS) policy of the company (2Marks) 2. Provide List & Photographs of Personal Protective Equipment (PPE) 3 Marks			5 Mks
TOTAL					100 Mks

Pass mark – 70marks

NB: Bidders who will not meet the pass of 70 marks in the above technical evaluation requirements will be declared non-responsive and their bids will not be evaluated further for further financial evaluation. The firms that score 70 marks & above will be subjected to due diligence to ascertain the firm's ability to perform the required works.

3. FINANCIAL EVALUATION CRITERIA

- NB: Each complete schedule shall be evaluated separately & awarded
- The bids will be checked for costing of all items. The lowest evaluated total unit price summation inclusive of 16% VAT per full schedule will be recommended for award.

SCHEDULE TWO – PLUMBING MATERIALS & LABOUR

No.	Description of Criteria	Requirements	Max.Score																								
1.	Proof and confirmation of experience in similar work – at least 4works within the last 5 years.	<p>Provide at least four (4) Clients confirmation letters in the company’s letter head that you have successfully performed similar contracts in the last five (5) years (20 Mks) 5 marks for each letter provided</p> <p>Provide evidence of at least two contracts documents/LPOs in the last five (5) years (20 Mks) Each Contract/LPO is 10 Marks</p>	40 Mks																								
2.	Proof of availability of adequate equipment, tools & Transport for provision of the contracted service(equipment, transport, communication facilities	<p>1. Provide <u>list & proof of tools</u> to be used for electrical repair and works up to a maximum of five tools : (total 10mks)</p> <table><tr><th>No.</th><th>List of Tools</th><th>Provide Photos of the listed items</th></tr><tr><td>1.</td><td>Flange Plunger</td><td></td></tr><tr><td>2.</td><td>Toilet Plunger</td><td></td></tr><tr><td>3.</td><td>Channel Type Pliers</td><td></td></tr><tr><td>4.</td><td>Adjustable</td><td></td></tr><tr><td>5.</td><td>Sin Auget</td><td></td></tr><tr><td>6</td><td>Others</td><td></td></tr><tr><td></td><td>5 Marks</td><td>5 Marks</td></tr></table> <p>2. <u>Availability of Motor Vehicle</u> – (1 No. of Vehicle) either owned or leased (If owned submit copy of log book which must be in Company’s name and if leased attach copy of lease agreements)(5 Marks)</p>	No.	List of Tools	Provide Photos of the listed items	1.	Flange Plunger		2.	Toilet Plunger		3.	Channel Type Pliers		4.	Adjustable		5.	Sin Auget		6	Others			5 Marks	5 Marks	15 Mks
No.	List of Tools	Provide Photos of the listed items																									
1.	Flange Plunger																										
2.	Toilet Plunger																										
3.	Channel Type Pliers																										
4.	Adjustable																										
5.	Sin Auget																										
6	Others																										
	5 Marks	5 Marks																									
3	Personnel experience & Qualification	<p>Provide certified professional CVs of Works Supervisor & Technical Personnel attaching academic Certificates required (HND/Diploma) 5 Marks</p> <p>1. Works Supervisor (1 No.) 10 Marks</p> <p>- Attach CV of the <u>works supervisor</u> depicting skills and experience in Plumbing work.</p> <table><tr><th>Experience</th><th>Marks</th><th>Score</th></tr></table>	Experience	Marks	Score	30 Marks																					
Experience	Marks	Score																									

		5 & above Years	5		
		3 – 4 Years	3		
		1 – 2 Years	1		
		- Attach Copies of academic certificates for the works supervisor			
			Qualification	Score	
			HND	5 marks	
			Diploma	3 Marks	
			Certificate	1Mark	
		2) Plumber (2 No) (20 Marks) - Attach CV containing skills and experience in Plumbing work			
		Experience	Marks	Score	
		5 years & above	5		
		3 – 4 Years	3		
		1 – 2 Years	1		
		- Attach copies of academic certificates for the plumber			
		Qualification	Marks	Score	
		HND In Plumbing Technology or related course	5		
		Diploma Course in Plumbing Technology or related course	3		
		Certificate in plumbing Technology or related course	1		
4.	Proof of financial capacity	Copies of authorized bank statements for the last six (6) months (Must be stamped by the bank) and or proof of ability to mobilize the funds eg LPO discounting facility with a bank			5 Mks
5.	Provide evidence /proof of Professional Indemnity Cover	Attach proof of cover			5 Mks

6.	Proof of EHS Policy	3. Demonstrate and present Environment Health & Safety (EHS) policy of the company (2Marks) 4. Provide List & Photographs of Personal Protective Equipment (PPE) 3 Marks	5 Mks
TOTAL			100 Mks

Pass mark – 70marks

NB: Bidders who will not meet the pass of 70 marks in the above technical evaluation requirements will be declared non-responsive and their bids will not be evaluated further for further financial evaluation. The firms that score 70 marks & above will be subjected to due diligence to ascertain the firm's ability to perform the required works.

3. FINANCIAL EVALUATION CRITERIA

- NB: Each complete schedule shall be evaluated separately & awarded
- The bids will be checked for costing of all items. The lowest evaluated total unit price summation inclusive of 16% VAT per full schedule will be recommended for award.

SCHEDULE THREE – CIVIL WORKS & LABOUR

No.	Description of Criteria	Requirements	Max.Score																								
1.	Proof and confirmation of experience in similar work – at least 4works within the last 5 years.	<p>Provide at least four (4) Clients confirmation letters in the company’s letter head that you have successfully performed similar contracts in the last five (5) years (20 Mks) 5 marks for each letter provided</p> <p>Provide evidence of at least two contracts documents/LPOs in the last five (5) years (20 Mks) Each Contract/LPO is 10 Marks</p>	40 Mks																								
2.	Proof of availability of adequate equipment, tools & Transport for provision of the contracted service(equipment, transport, communication facilities	<p>1. Provide <u>list & proof of tools</u> to be used for civil works up to a maximum of five tools : (total 10mks)</p> <table><tr><th>No.</th><th>List of Tools</th><th>Provide Photos of the listed items</th></tr><tr><td>1.</td><td>Hammer</td><td></td></tr><tr><td>2.</td><td>Carving Chisel & Gouges</td><td></td></tr><tr><td>3.</td><td>Cordless Drill</td><td></td></tr><tr><td>4.</td><td>Painting Brushes</td><td></td></tr><tr><td>5.</td><td>Cement Mixtures</td><td></td></tr><tr><td>6</td><td>Others</td><td></td></tr><tr><td></td><td>5 Marks</td><td>5 Marks</td></tr></table> <p>2. <u>Availability of Motor Vehicle</u> – (1 No. of Vehicle) either owned or leased (If owned submit copy of log book which must be in Company’s name and if leased attach copy of lease agreements)(5 Marks)</p>	No.	List of Tools	Provide Photos of the listed items	1.	Hammer		2.	Carving Chisel & Gouges		3.	Cordless Drill		4.	Painting Brushes		5.	Cement Mixtures		6	Others			5 Marks	5 Marks	15 Mks
No.	List of Tools	Provide Photos of the listed items																									
1.	Hammer																										
2.	Carving Chisel & Gouges																										
3.	Cordless Drill																										
4.	Painting Brushes																										
5.	Cement Mixtures																										
6	Others																										
	5 Marks	5 Marks																									
3	Personnel experience & Qualification	<p>Provide certified professional CVs of Works Supervisor & Technical Personnel attaching academic Certificates required (HND/Diploma) 5 Marks</p> <p>1. Works Supervisor (1 No.) 10 Marks</p> <p>- Attach CV of the <u>works supervisor</u> depicting skills and experience in Civil work.</p>	30 Marks																								

		Experience	Marks
		5 & above Years	5
		3 – 4 Years	3
		1 – 2 Years	1
		- Attach Copies of academic certificates for the works supervisor	
			Qualification
			Score
			HND
			5 marks
			Diploma
			3 Marks
			Certificate
			1Mark
		2) Civil Technicians (2 No) (20 Marks)	
		- Attach CV containing skills and experience in Civil work	
		Experience	Marks
		5 years & above	5
		3 – 4 Years	3
		1 – 2 Years	1
		- Attach copies of academic certificates for the Civil Technicians	
		Qualification	Marks
		Score	
		HND in Civil/Building Construction	5
		Diploma in Civil/ Building Construction	3
		Certificate Civil/ Building Construction or related course	1
4.	Proof of financial capacity	Copies of authorized bank statements for the last six (6) months (Must be stamped by the bank) and or proof of ability to mobilize the funds eg LPO discounting facility with a bank	
5.	Provide evidence /proof	Attach proof of cover	

	of Professional Indemnity Cover		
6.	Proof of EHS Policy	5. Demonstrate and present Environment Health & Safety (EHS) policy of the company (2Marks) 6. Provide List & Photographs of Personal Protective Equipment (PPE) 3 Marks	5 Mks
TOTAL			100 Mks

Pass mark – 70marks

NB: Bidders who will not meet the pass of 70 marks in the above technical evaluation requirements will be declared non-responsive and their bids will not be evaluated further for further financial evaluation. The firms that score 70 marks & above will be subjected to due diligence to ascertain the firm's ability to perform the required works.

3. FINANCIAL EVALUATION CRITERIA

- NB: Each complete schedule shall be evaluated separately & awarded
- The bids will be checked for costing of all items. The lowest evaluated total unit price summation inclusive of 16% VAT per full schedule will be recommended for award.

SCHEDULE FOUR – CARPENTRY, JOINERY & FITTING MATERIAL & LABOUR

No.	Description of Criteria	Requirements	Max.Score																								
1.	Proof and confirmation of experience in similar work – at least 4works within the last 5 years.	Provide at least four (4) Clients confirmation letters in the company’s letter head that you have successfully performed similar contracts in the last five (5) years (20 Mks) 5 marks for each letter provided Provide evidence of at least two contracts documents/LPOs in the last five (5) years (20 Mks) Each Contract/LPO is 10 Marks	40 Mks																								
2.	Proof of availability of adequate equipment, tools & Transport for provision of the contracted service(equipment, transport, communication facilities	1. Provide <u>list & proof of tools</u> to be used for carpentry/ joinery works up to a maximum of five tools : (total 10mks) <table><tr><th>No.</th><th>List of Tools</th><th>Provide Photos of the listed items</th></tr><tr><td>1.</td><td>Ball Point Hammer</td><td></td></tr><tr><td>2.</td><td>Tape Measure</td><td></td></tr><tr><td>3.</td><td>Pliers</td><td></td></tr><tr><td>4.</td><td>Screw Drivers/Flat, Star</td><td></td></tr><tr><td>5.</td><td>Rivet Gun</td><td></td></tr><tr><td>6</td><td>Others</td><td></td></tr><tr><td></td><td>5 Marks</td><td>5 Marks</td></tr></table> 2. <u>Availability of Motor Vehicle</u> – (1 No. of Vehicle) either owned or leased (If owned submit copy of log book which must be in Company’s name and if leased attach copy of lease agreements)(5 Marks)	No.	List of Tools	Provide Photos of the listed items	1.	Ball Point Hammer		2.	Tape Measure		3.	Pliers		4.	Screw Drivers/Flat, Star		5.	Rivet Gun		6	Others			5 Marks	5 Marks	15 Mks
No.	List of Tools	Provide Photos of the listed items																									
1.	Ball Point Hammer																										
2.	Tape Measure																										
3.	Pliers																										
4.	Screw Drivers/Flat, Star																										
5.	Rivet Gun																										
6	Others																										
	5 Marks	5 Marks																									
3	Personnel experience & Qualification	Provide certified professional CVs of Works Supervisor & Technical Personnel attaching academic Certificates required (HND/Diploma) 5 Marks 1. Works Supervisor (1 No.) 10 Marks - Attach CV of the <u>works supervisor</u> depicting skills and experience in	30 Marks																								

		Carpentry/Joinery works.			
		Experience	Marks	Score	
		5 & above Years	5		
		3 – 4 Years	3		
		1 – 2 Years	1		
		- Attach Copies of academic certificates for the works supervisor			
			Qualification	Score	
			HND	5 marks	
			Diploma	3 Marks	
			Certificate	1Mark	
		2) Carpenter/ Joiner. (2 No) (20 Marks)			
		- Attach CV containing skills and experience in Carpentry & Joinery work			
		Experience	Marks	Score	
		5 years & above	5		
		3 – 4 Years	3		
		1 – 2 Years	1		
		- Attach copies of academic certificates for the Carpenter/ Joiner.			
		Qulification	Marks	Score	
		HND. In Woodwork or related course	5		
		Dip. In Woodwork or related course	3		
Certificate in Wood work or related course	1				
4.	Proof of financial capacity	Copies of authorized bank statements for the last six (6) months (Must be stamped by the bank) and or proof of ability to mobilize the funds eg LPO discounting facility with a bank			5 Mks
5.	Provide evidence /proof of Professional Indemnity	Attach proof of cover			5 Mks

	Cover		
6.	Proof of EHS Policy	7. Demonstrate and present Environment Health & Safety (EHS) policy of the company (2Marks) 8. Provide List & Photographs of Personal Protective Equipment (PPE) 3 Marks	5 Mks
TOTAL			100 Mks

Pass mark – 70marks

NB: Bidders who will not meet the pass of 70 marks in the above technical evaluation requirements will be declared non-responsive and their bids will not be evaluated further for further financial evaluation. The firms that score 70 marks & above will be subjected to due diligence to ascertain the firm's ability to perform the required works.

3. FINANCIAL EVALUATION CRITERIA

- NB: Each complete schedule shall be evaluated separately & awarded
- The bids will be checked for costing of all items. The lowest evaluated total unit price summation inclusive of 16% VAT per full schedule will be recommended for award.

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) -The contract¹ means the agreement entered into between the KEBS 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 Price¹ means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) -The services¹ means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the KEBS under the Contract.
- d) -The KEBS¹ 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) -GCC¹ means general conditions of contract contained in this section
- g) -SCC¹ means the special conditions of contract
- h) -Day¹ means calendar day

3.2 Application

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

3.3 Standards

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

3.4 Patent Right's

The tenderer shall indemnify the KEBS 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.

3.5 Performance Security

- 3.5.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the KEBS the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to the KEBS as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the KEBS 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.
- 3.5.4 The performance security will be discharged by the KEBS 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.

3.6 Inspections and Tests

- 3.6.1 The KEBS or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The KEBS shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 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 KEBS.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the KEBS 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 KEBS.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

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

3.8 Interest on Delayed Payments

The Procuring Entity shall not in any instance whatsoever, incur any interest or additional costs from overdue amounts, if any, owed to the Tenderer regarding this procurement.

3.9 Prices

- 3.9.1 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 KEBS 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.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed, the variation shall not exceed 25%, of the original contract price.
- 3.9.4 Where the variation in contract price results to an increment by more than 25%, such variation shall be tendered for separately.
- 3.9.5 Where quantity variation of service is allowed, the variation shall not exceed 15% of the original contract quantity.
- 3.9.6 Price variation request shall be responded to by the procuring entity within 30 days of receiving the request.

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with KEBS prior written consent.

3.11 Termination for Default

The KEBS 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 KEBS.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.

- c) if the tenderer, in the judgment of the KEBS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If the service rendered by the Tenderer do not conform to the Standards specified in the Contract

In the event the KEBS 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 KEBS for any excess costs for such similar services.

3.12 Termination of Insolvency

The KEBS 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 KEBS.

3.13 Termination for Convenience

- 3.13.1 The KEBS 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 KEBS 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 KEBS may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Termination by Mutual Consent

By mutual written agreement, the Procuring Entity and the Tenderer may agree to terminate the contract. The agreement shall provide that the termination is by mutual agreement, the extent to which the contract is terminated and the effects of such termination on each party's obligations.

3.15 Resolution of disputes

KEBS 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.

3.16 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.

3.17 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.

Effect of Force Majeure:

If a Party is prevented from or delayed in performing an obligation hereunder by reason of Force Majeure the affected Party shall:

- (a) be relieved from the consequences of its failure to perform that obligation on a day-to-day basis;
- (b) promptly notify the other parties of the occurrence as soon as reasonably possible by email, telex or cable of the nature of the Force Majeure and the extent to which the Force Majeure suspends the affected party's obligations under this Agreement; and
- (c) use all reasonable endeavours to overcome the consequences of the event and resume performance of its obligations as soon as possible after the Force Majeure condition no longer exists.

3.18 Force Majeure Termination:

If an event of Force Majeure continues beyond a period of thirty (0) days, the Parties shall meet in good faith to consult, if no such solution is found, either Party shall be entitled to terminate the obligations of the Parties under the Contract which are affected by such Force Majeure by giving written notice of not less than seven (7) days to the other Party.

3.19 Limitation of Liability

To the fullest extent permitted by law, the Procuring Entity, its officers, directors, employees, Dealers, and subcontractors, shall not be liable for any claims, losses, costs, or damages of whatsoever nature and howsoever arising to the Tenderer, and anyone claiming by, through, or under the Tenderer, resulting from or in any way related to this Contract from any cause or causes, including but not limited to any direct, indirect, general, special, punitive, incidental or consequential damages, loss of income or profit, loss of or damage to property, claims of third parties or other losses of any kind or character.

3.20 Applicable Law.

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

3.21 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.

3.22 Amendments

Any amendment of any term of the Contract entered into by the parties shall only be made by a written agreement between the parties, and such agreement shall be deemed to form an integral part of such Contract.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.1	The Purchaser is Kenya Bureau of Standards, Popo Road, Off Mombasa Road, Nairobi, Kenya. It includes the Purchaser's legal representative's successors or assigns
3.3	Tenderers shall provide the repair and maintenance of as per specifications for a period of two (2) years under framework agreement.
3.6	The performance security shall be 10% of the total contract ceiling amount in the form of a bank guarantee from a Bank operating in Kenya. The performance security shall be valid for thirty days after service delivery and shall be provided by winning firm's only.
3.8	<ul style="list-style-type: none"> i. KEBS Payment terms are 30 days upon receipt of certified invoices confirming that the invoiced spares & services have been rendered in accordance with the contract. ii. Payment shall be made through Kebs organization cheque or telegraphic transfer of the contract. iii. Advance Payment shall not apply. iv. No interest on delayed payments
3.9	No interest charged on delayed payments
3.10	<p>Prices charged by the tenderer for the services performed under the Contract for the period of one (1) year shall not vary from the prices quoted by the tenderer in the tender.</p> <p><u>No correction of errors.</u></p> <p>The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.</p>
3.15	KEBS and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract. If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require

	adjudication in an agreed national or international forum, and/or international arbitration
3.20	The contract shall be interpreted in accordance with the laws of Kenya
3.22	<p>Each party's address for the service of notice shall be the below mentioned address or such other address as it specifies by notice to the other;</p> <p>For the Procuring Entity:</p> <p style="padding-left: 40px;">The Managing Director Kenya Bureau of Standards (KEBS) Popo Road, Off Mombasa Road, P.O. Box 54974 – 00200 Nairobi, Kenya</p> <p style="padding-left: 40px;">Tel : + 254 (20) 694 8000 Mobile : 0722 202 137 or 0734 600 471/2 Email: procurement@kebs.org/info@kebs.org</p> <p>Any notice given under the Agreement shall be in writing and may be served:</p> <ul style="list-style-type: none"> i. personally; ii. by registered or recorded delivery mail; iii. by e-mail, telex or facsimile transmission (the latter confirmed by telex or post); or iv. by any other means which any party specifies by notice to the others. <p>Notice shall be deemed to have been served:</p> <ul style="list-style-type: none"> i. if it was served in person, at the time of service; ii. if it was served by post, 72 hours after it was posted; and iii. If it was served by e-mail, telex or facsimile transmission, at the time of transmission.

SECTION V: PRICE SCHEDULE & SCHEDULE OF REQUIREMENT

No.	Item Description	UOM	Unit Cost (Inclusive of VAT) & transport cost
1.	Syska LED square panel 600 x 600mm 40w 6500k Recessed	PC	
2.	Fluorescent Tubes T8 18W GE/OSRAM/Phillips or equivalent	PC	
3.	Fluorescent tube T8 36W GE/OSRAM/Phillips or	PC	
4.	Havells regal fluorescent fitting 1 x 36w 4' single	PC	
5.	LED fitting integrated tube T5 4' 16W 6400K	PC	
6.	Energy saving lamp CFL T3 B22 11W 6500K-	PC B22	
7.	LED ceiling light surface 10w 6000k 260 x	PC	
8.	LED down light recessed 3' 4w 6500k round	PC	
9.	LED down light recessed 6" 10w 6500k round	PC	
10.	LED down light recessed 8' 12w 6500k round	PC	
11.	LED down light recessed 10' 15w 6500k round	PC	
12.	Phillips ballast 20w	PC	
13.	Philips ballast 40w	PC	
14.	Fluorescent starter 4-22w series	PC	
15.	Multi extension socket 13A 5way surge protected	PC	
16.	Multi extension socket 13A 5way surge protected c/w individual switch	PC	
17.	Multi	extension	
18.	Zodion photocell kit	PC	
19.	Water pump 1.0HP 0.75KW 1' in/out output:50LTRS/MIN height: 55mtrs	PC	
20.	LV copper power cables.pvc insulated flexible	ROLL	

	cable:2 core,3 core and 4core		
21.	PVC insulated single cable 100mtrs and 90mtrs roll, size:21.50mm ² to 35.00mm ²	ROLL	
22.	Twin with earth(300/500V) and twin flat(300/500v) size 1.0mm ² , 1.50mm ² , 2.5mm ² , 4.0mm ² , 6.0mm ² and 10.0mm ² .(100mtrs & 90mtrs)	ROLL	
23.	Armoured power cable (600/1000v) 2core and 4core, size mm ² 1.50(CU/PVC/SWA/PVC) TO 300.00mm ² (CU/XLPE/SWA/PVC)	ROLL	
24.	Self-tapping screws	PKT	
25.	Trunking	Roll	
26.	Self-tapping screws	PKT	
27.	2 gang 2 way switch	PC	
28.	3 gang 3 way switch	PC	
29.	1 gang 2 way switch	PC	
30.	Capacitors	PC	
31.	Igniters	PC	
32.	Water proof switch	PC	
33.	Metal halide fittings	PC	
34.	LED flood lumps / light	PC	
35.	Photo cell switches	PC	
36.	Pattress boxes assorted	PC	
37.	Total unit cost summation inclusive of 16% VAT and transport		

SCHEDULE 1: SUPPLY OF ELECTRICAL MATERIALS

LABOUR PROVISION

Description		
Specialised	Labour	Nairobi
Electrician Grade I		
Electrical Grade II		
Unskilled		

Emergency call out: The bidder is expected to indicate the applicable daily fees for emergencies callout when required and the applicable rates for working on weekend and public holidays in the format provided below:

Specialized Call out	Rate Per Person Per Day		
	Electrician Grade I	Electrician Grade II	Unskilled
Emergency Call Out Charges			
Weekends & Public Holiday call out Charges (When			

SCHEDULE 2: PLUMBING MATERIALS

No.	Item Description UoM Unit Cost (Inclusive of VAT) & transport	No.	Unit Cost (Inclusive of VAT) & transport cost
1.	Ceramic Urinal Bowl Complete with 40mm heavy duty plastic bottle trap and 40mm diameter chrome plated outlet , complete with screws for fitting to be Duravit D Code or equivalent.	PC	
2.	Urinal Bowl Division, Vitereous China Urinal division in white to be Duravit D code or equivalent	PC	
3.	Automatic Urinal Flush valve with stainless cover 9V lithium battery with built in transformer including housing for urinal electronic valve to be as Gebent Hytronic electronic UR61 1 RB Mambo or equivalent		
4.	Urinal Accessories (Top inlet Flush Valve) Chrome plated	PC	
5.	Wall Hang WC pan white in colour complete with soft Heavy duty seat and cover with stainless steel hinges suitable to be used with concealed cistern. The WC pan to be as —Duravit D code or equivalent		

6.	Anti Vandal Cover Plate (Docol or equivalent		
7.	1/2 x 45 cm flexible pipes	PC	
8.	Chrome Plated ½" Delay Action Push Taps Round	PC	
9.	Basic Mixer with pop up waste	PC	
10.	Thread Seal tapes	PC	
11.	Pop Rivets	PKT	
12.	Rivet Guns	PC	
13.	Toilet seat covers (Standard heavy gauge)	PC	
14.	Toilet indicator Bolt door lock set	PC	
15.	Single rob hook	PC	
16.	1.5 Bowl stainless steel sink & Drainer	PC	
17.	Chrome plated brass kitchen mixer tap, ¼ turn cartridge technology, swivel spout.	PC	
18.	Soap dispenser 1500ml complete with screws (white med clinics or equivalent	PC	
19.			
20.	Door but hinges (Brass plated 4"	Pair	
21.	Screws Brass plated 1.5" Normal	Pkt	
22.	Barrel cylinder (Chrome plated) 3 Lock lever	Pc	
23.	Complete Door lock (Brass plated) 3 Lock	Pc	
24.	Pillar Taps	Pc	
25.	Grand unit cost summation inclusive of 16% VAT and transport		

LABOUR PROVISION

Specialized Labour	Nairobi
Plumber Grade I	
Plumber Grade II	
Unskilled	

Emergency call out: The bidder is expected to indicate the applicable daily fees for emergencies callout when required and the applicable rates for working on weekend and public holidays in the format provided below:

Specialized Call out	Rate Per Person Per Day		
	Plumber Grade	Plumber Grade	Unskilled
Emergency Call Out Charges			
Weekends & Public Holiday call out Charges (When			

SCHEDULE 3 –

SCHEDULE 3: CIVIL WORKS MATERIALS

No.	ItemDescription UoM Unit Cost (Inclusive of VAT) & transport	No.	Unit Cost (Inclusive of VAT) & transport cost
1.	Ordinary Cement	Bag	
2.	Adhesive Cement	Bag	
3.	Floor Tiles (As per specification & sample)	Catoon	
4.	White grouting cement	Kg	
5.	Cover Matt	Ltrs	
6.	Soft White Paint	Ltrs	
7.	Brilliant white paint vinyl matt	Ltrs	
8.	Clear varnish	Ltrs	
9.	Anti-termite	Ltrs	
10.	Sand paper P 120	M/Roll	
11.	Assorted Painting Brushes	PC	
12.	Assorted Paints	Ltrs	
13.	Building Sand	TON	
14.	Ballast	TON	
15.	Building blocks/stones	PC/FT	
16.	Partitioning Boards	PC	
17.	Wooden doors assorted	PC	

18.	Louver blades and glass	Sq ft	
19.	Window glasses (Assorted)	Sq..ft	
20.	Window Blinds	SQ FT	
21.	Window Rubber	FT	
22.	Window Lock	PC	
23.	Partitioning Glasses	SQ FT	
24.	Wooden Doors Assorted	PC	
25.	Doors Closer	PC	
26.	Roofing Nails	KG	
27.	Chip Boards	PC	
28.	Soft Board	PC	
29.	Gypsum Board	PC	
30.	Gypsum Screws "	PKT	
31.	Gypsum Screws 2"	PKT	
32.	Steel Nails	PKT	
33.	Studs	PC/M	
34.	Channel	PC/M	
35.	Fiber Tape	PC/ROLL	
36.	Kitchen Sinks Assorted	PC	
37.	Materials For Burglar Proofing	PC	
38.	Total unit cost summation inclusive of 16% VAT and transport		

LABOUR PROVISION

Specialised Labour Description	Nairobi
Technician In Construction	
Artisan in Building Construction	
Unskilled	

Emergency call out: The bidder is expected to indicate the applicable daily fees for emergencies callout when required and the applicable rates for working on weekend and public holidays in the formart provided below:

Specilaised Call out	Rate Per Person Per Day		
	Civil Technician	Craftsman	Unskilled

Emergency Call Out Charges			
Weekends & Public Holiday call out Charges (When requested)			

SCHEDULE 4: CARPENTRY, JOINERY AND FITTING MATERIALS

No.	Item Description UoM Unit Cost (Inclusive of VAT) & transport	No.	Unit Cost (Inclusive of VAT) & transport cost
1.	Drawer locks	PC	
2.	Barrel cylinder (Chrome plated) 3 Lock lever	PC	
3.	Complete Door lock (Brass plated) 3 Lock lever	PC	
4.	Door butt hinges (Brass plated 4"	PAIR	
5.	Screws Brass plated 1.5" Normal	PKT	
6.	Door Lubricants	L/GRMS	
7.	Hydraulic Door Closer	PC	
8.	Screws Brass plated 1.5" Normal	PKT	
9.	Cabinet Locks	PC	
10.	Cabinet Handles	PC	
11.	Glass Hinges	PAIR	
12.	Angle Lines	PC	
13.	Pedestal runners	PC	
14.	Assorted nails	Kg	
15.	Total unit cost summation inclusive of 16% VAT and transport		

LABOUR PROVISION

Specialized Labour Description	Nairobi
Carpenter Grade I	
Carpenter Grade II	
Unskilled	

Emergency call out: The bidder is expected to indicate the applicable daily fees for

emergencies callout when required and the applicable rates for working on weekend and public holidays in the format provided below:

Specialized Call out Description	Rate Per Person Per Day		
	Carpenter Grade I	Carpenter Grade II	Unskilled
Emergency Call O u t Charges When requested)			
Weekends & Public Holiday call out Charges (When requested)			

SECTION VI- STANDARD FORMS

Notes on standard forms

Notes on the sample Forms

1. **Form of Tender** - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Declaration of undertaking** not to engage in Corrupt Fraudulent Practice – Bidders MUST sign, Fill & Stamp the declaration form not to engage in corrupt practices
3. **Mandatory Confidential Business Questionnaire** - Bidder MUST Fill, Sign & Stamp the questionnaire
4. **Performance Security-** The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
5. **Tender Security Form** - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
6. **Contract Form** - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

7.1 FORM OF TENDER

Date _____
Tender No. _____

To.....

.....

[Name and address of

KEBS]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers,*
the of which is hereby duly acknowledged, wed, the undersigned, offer to provide.
[description of services]
in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]*
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (KEBS).
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 _____

7.2 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.

Part 1 General

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

Part 2 (a) – Sole Proprietor

Your name in full.....Age.....
 Nationality.....Country of Origin.....
 Citizenship details

Part 2 (b) – Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
1.			
2.			
3.			
4.			

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1.			
2.			
3.			
4.			

Date.....Signature of Candidate.....

7.3 DECLARATION OF UNDERTAKING

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the Public Procurement & Disposal Act 2015.

We also underscore the importance of adhering to the law in the implementation of the project. We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country.

We also declare that our company/sub-contractors/ all members of the consortium has/have not been debarred to engage in procurement/ included in the list of sanctions.

We acknowledge that, the client is entitled to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

Dated this _____ day of _____ 20 _____

(Name of company)

(Signature(s))

7.4 PERFORMANCE SECURITY FORM

To
[*name of 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 of goods*] (hereinafter called –the Contract).

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [*amount of the guarantee in words and figure*] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [*amount of guarantee*] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

7.5 TENDER SECURITY FORM

Whereas [*name of the tenderer*]
(hereinafter called –the tenderer‡) has submitted its tender dated [*date of submission of tender*] for the supply, installation and commissioning of[]
(hereinafter called –the Tender‡) KNOW ALL
PEOPLE by these presents that WE of
..... having our registered office at
(hereinafter called –the Bank‡), are bound unto [*name of 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 tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

7.6 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 goods] and has accepted a tender by
the tenderer for the supply of those goods in the sum of [*contract
price in words and figures*] (hereinafter called –the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of
this Agreement viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the 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 tender hereby covenants with the Procuring entity to provide the
goods 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
provisions of the goods and the remedying of defects therein, the Contract Price or such other
sum as may become payable under the provisions of the Contract at the times and in the manner
prescribed by the contract.

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

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

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

7.7 SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, of P. O. Box being a resident of..... in the Republic of do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of

..... (insert name of the Company) who is a Bidder in respect of **Tender No. KEBS/T008/2019/2020 for Provision of Repair and Maintenance Services of KEBS Offices for a Period of Two (2) Years Under Framework Agreement** and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of the **KEBS** which is the procuring entity.

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....

(Title) (Signature)

(Date)

Bidder's Official Stamp

7.8 NON-DEBARMENT DECLARATION

We (insert the name of the company/ supplier).....declares
and guarantees that no director or any person who has any controlling interest in
our organization has been debarred from participating in a procurement proceeding.

Name.....Signature.....

Date.....

Company Seal/Business Stamp