



**RIFT VALLEY TECHNICAL TRAINING INSTITUTE-  
ELDORET**

---

**RIFT VALLEY TECHNICAL TRAINING INSTITUTE- ELDORET  
P.O. BOX 244 - 30100  
ELDORET  
Tel: +254 704 244 244, +254 729 621 773**

**PROVISION OF PEST CONTROL & FUMIGATION SERVICES**

**TENDER NO: RVTTI/BOG/26/2021/2022**

**(RESERVED FOR YOUTH, WOMEN AND PEOPLE WITH DISABILITY)**

**CLOSING DATE: 8<sup>th</sup> JUNE 2021**

**TIME: 10.00AM**

**TABLE OF CONTENTS**

**Page**



EAC Centre of  
Excellence



<b>SECTION I</b>	<b>INVITATION TO TENDER.....</b>	<b>3</b>
<b>SECTION II</b>	<b>INSTRUCTIONS TO TENDERERS.....</b>	<b>4</b>
<b>SECTION III</b>	<b>GENERAL CONDITIONS OF CONTRACT.....</b>	<b>14</b>
<b>SECTION VI</b>	<b>STANDARD FORMS.....</b>	<b>18</b>

## SECTION I - INVITATION TO TENDER

**Tender REF No. RVTTI/BOG/26/2021/2022**

**Tender name :PEST CONTROL & FUMIGATION SERVICES**

- 1.1 RVTTI invites sealed tenders from eligible candidates for the provision of **PEST CONTROL & FUMIGATION SERVICES**.

Interested eligible candidates may obtain further information from and inspect the tender documents at **Rift Valley Technical Training Institute P.O BOX 244 ELDORET**, during normal working hours **8.00am to 5.00pm**.

A complete tender document may be obtained by interested candidates at the Procurement office upon payment of a non-refundable fee of **Kshs 1,000.00** (One thousand shillings only) at the Revenue office, payable in cash or download from RVTTI website. [www.rvti.ac.ke](http://www.rvti.ac.ke) .

- 1.2 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings.

Completed tender documents are to be enclosed in plain sealed envelopes marked with '**tender reference number and name**' and be deposited in the Tender Box at the **Administration Block** and be addressed to the **Principal, Rift Valley Technical Training Institute** so as to be received on or before **8<sup>TH</sup> JUNE 2021 at 10:00am**.

Candidates must prove that they qualify to participate in public procurement in accordance to public procurement Act and Regulations by providing the following documents or evidence.

- a) Certificate of registration
- b) Copy of VAT and PIN certificate from KRA
- c) KRA current tax compliance certificate
- d) Current single business permit
- e) Dully filled form of tender
- f) Detailed company profile
- g) Three letters of recommendation from your current corporate clients
- h) Copy of original RVTTI payment receipt for bought tender documents
- i) Reference list of organizations served
- j) Bidders under reserved category must have relevant registration certificates
- k) Bidders applying for tenders in insurance services must attach current certificate from the Insurance Regulation Authority (IRA).
- l) Bidders applying for tenders in supply and delivery of pasteurized fresh milk must be registered with the Dairy board of Kenya.

- m) Bidders applying for tenders in food services must attach Public health certificate from the ministry of Public health.
- n) Bidders applying for tenders in computer and computer accessories must be registered with Information and Communication Technology Authority of Kenya

The bidders **MUST** comply with all the instructions and rules of the tender and particularly ensure that all the forms required are properly completed.

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at **RVTTI Conference room.**

## **SECTION II INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1.** This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2.** The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3.** Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4.** Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of tendering**

- 2.2.1** The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2** The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.2.3** The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **2.3 Contents of tender documents**

**2.3.1.** The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Form of tender
- iv) Price schedules
- v) Contract form
- vi) Confidential business questionnaire form

**2.3.2.** The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.4 Clarification of Documents**

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

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

## **2.5 Amendment of documents**

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

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

**2.5.3.** In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the

Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tender**

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

## **2.7 Documents Comprising the Tender**

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

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

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

(c) Confidential business questionnaire

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

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

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

2.9.3 Prices quoted **by** the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. **A** tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

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

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

## **2.10 Tender Currencies**

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

## **2.11 Tenderers Eligibility and Qualifications.**

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

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

## **2.12 Validity of Tenders**

2.12.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

## **2.13 Format and Signing of Tender**

2.13.1 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.

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

2.13.3 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.

## **2.14 Sealing and Marking of Tenders**

2.14.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

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

(b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE **8TH JUNE 2021** at **10:00am**."

2.14.2 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". —

2.14.3 If the outer envelope is not sealed and marked as required by paragraph 2.14.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

## 2.15 **Deadline for Submission of Tenders**

2.15.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **8TH JUNE 2021** at **10:00am**.

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

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

## 2.16 **Modification and withdrawal of tenders**

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

2.16.2 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.

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

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



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

## **2.17 Opening of Tenders**

2.17.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **8TH JUNE 2021 at 10:00am**, and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

## **2.18 Clarification of tenders**

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

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

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

## **2.19 Preliminary Examination and Responsiveness**

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

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

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

be based on the contents of the tender itself without recourse to extrinsic evidence.

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

## **2.20 Conversion to a single currency**

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

## **2.21 Evaluation and comparison of tenders.**

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

2.21.2 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.

2.21.3 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.

## **2.22. Contacting the procuring entity**

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

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

## **2.23 Award of Contract**

## a) **Post qualification**

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

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

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

## b) **Award Criteria**

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

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

2.23.5 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.

## 2.24 **Notification of award**

2.24.1 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.

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

## 2.25 **Signing of Contract**

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

## 2.27 **Corrupt or Fraudulent Practices**

2.27.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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

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

## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

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

### **3.2**

#### **Application**

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

### **3.3 Standards**

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

### **3.4 Patent Right's**

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

### **3.5 Inspections and Tests**

3.5.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.5.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.5 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Prices**

Prices charged by the tenderer for Goods delivered and Services performed under the Contract shall not vary from the prices by the tenderer in its tender under section 82 of Public Procurement and Asset Disposal 2015 .

### **3.10 Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

### **3.10 Termination for Default**

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

### **3.12 Termination of insolvency**

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

### **3.13 Termination for convenience**

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of disputes**

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

### **3.15 Governing Language**

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

### **3.17 Applicable Law.**

The contract shall be interpreted in accordance with the laws of Kenya.

### **3.18 Notices**

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

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



## **SECTION VI - STANDARD FORMS**

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form

## FORM OF TENDER

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To.....

.....  
[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents the of which is hereby duly acknowledged, we, the undersigned, offer to provide.

.....  
*of*.....

in conformity with the said tender documents 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. We agree to abide by this Tender for a period of .....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.
4. 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]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

## PRICE SCHEDULE OF SERVICES

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

No	Item description	Unit of measure	Unit price	Remarks

1.	Fumigation of hostels (8 in number)	12' X 17' 11' X 11' 9' X 20' 13' X 20' 11' X 12' 12 x 17 11 x 13 11 x 13		
2.	Eradication of termite colonies	Per colony		
3.	Fumigation of stores (4 in number)	12' X 10' 12' X 11' 19' X 14' 19' X 10'		
4.	Fumigation of workshops (6 in number)	No		
5.	Fumigation of corridors	3.2 x 85'		
6.	Fumigation of students centre	Block		
7.	Fumigation of Tecno cafe	Block		

**N/B.** Bidders applying for this tender **MUST** view the above named places and fill a site visit certificate.

Signature of tenderer \_\_\_\_\_

### **CONTRACT FORM**

THIS AGREEMENT made the \_\_\_ day of \_\_\_ 20\_\_\_ between [RVTTI] of KENYA (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 services. Viz.....[brief description of services] and has accepted a tender by the tenderer.

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 General Conditions of Contract;
  - (c) the Procuring entity's Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_.

### **CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

#### **Part 1 General**

Business Name.....  
Location of Business Premises .....  
Plot No,.....Street/Road.....  
Postal address .....Tel 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.....

	<p style="text-align: center;"><b>Part 2 (a) - Sole Proprietor</b></p> Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details .....			
	<p style="text-align: center;"><b>Part 2 (b) - Partnership</b></p> Given details of partners as follows <table border="0" style="width: 100%;"> <tr> <td style="width: 33%;">Name</td> <td style="width: 33%;">Nationality</td> <td style="width: 33%;">Citizenship details</td> </tr> </table> Shares 1. .... 2. .... 3. .... 4. ....	Name	Nationality	Citizenship details
Name	Nationality	Citizenship details		
	<p style="text-align: center;"><b>Part 2 (c) - Registered Company</b></p> Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows <table border="0" style="width: 100%;"> <tr> <td style="width: 33%;">Name</td> <td style="width: 33%;">Nationality</td> <td style="width: 33%;">Citizenship details</td> </tr> </table> Shares 1. .... 2. .... 3. .... 4. ....	Name	Nationality	Citizenship details
Name	Nationality	Citizenship details		
	Date.....Signature of Candidate.....			

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

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

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

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

(FULL PARTICULARS) \_\_\_\_\_

---

SIGNED FOR ACCOUNTING OFFICER