

INTERNATIONAL PEACE SUPPORT TRAINING CENTRE



TENDER NUMBER: IPSTC/2016/2017/244
SUPPLY AND DELIVERY OF KITCHEN CONSUMABLES TO
IPSTC AND HPSS

(RESERVED FOR WOMEN)

SECTION I: INVITATION TO TENDER

DATE: 14 September, 2016, 2015

TENDER REF NO: IPSTC/2016/2017/244

TENDER NAME: SUPPLY AND DELIVERY OF KITCHEN CONSUMABLES TO IPSTC AND HPSS.

International Peace Support Training Centre invites sealed bids from eligible candidates for **SUPPLY AND DELIVERY OF KITCHEN CONSUMABLES TO IPSTC AND HPSS.**

- 1.1 Interested eligible candidates may obtain tender documents from IPSTC procurement office upon payment of **Kshs 1,000.00 (Kenya Shillings One Thousand Only)** to the following account.

Account Name: International Peace Support Training Centre
Bank Name: Kenya Commercial Bank
Branch: Karen Branch
Account No: 1157275168

- 1.2 Completed tender documents are to be enclosed in plain sealed envelopes NOT indicating the Tenderer/Bidders details but marked with tender reference number and tender name be deposited in the Tender Box at IPSTC Main Gate or posted to:

The Director
International Peace Support Training Centre
Westwood Park Road, Karen
P o Box 24232-00502
Karen

so as to be received on or before **28 September, 2016 at 1000hrs.**

- 1.3 Tenders must be accompanied by a Security in the form and amount specified in the tender document, on or before **28 September, 2016 at 1000hrs. (10.00 am)** Tender security issued shall be valid for 30 days beyond the validity of the tender i.e. **150 days.**
- 1.4 Prices quoted should be **inclusive** of VAT must be in Kenya Shillings and shall remain valid for **150 days** from the closing date of the tender.
- 1.5 Tenders will be opened on 28 September, 2016 at 1030hrs. in the presence of the Candidates or their representatives who choose to attend at IPSTC Conference Room.



SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all Tenderers eligible as described in the Invitation to Tender. Successful Tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 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.
- 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 goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.2.3 The origin of goods is distinct from the nationality of the Tenderer.

2.3 Cost of Tendering

- 2.3.1 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.
- 2.3.2 The price to be charged for the tender document shall be **Ksh 1,000.00**
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be pre-qualified.

2.4 The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers;

- a. Invitation to Tender.
- b. Instructions to Tenderers.
- c. General Conditions of Contract.
- d. Special Conditions of Contract.
- e. Schedule of requirements.
- f. Technical Specifications.
- g. Tender Form and Price Schedules.
- h. Tender Security Form.
- i. Contract Form.
- j. Performance Security Form.
- k. Bank Guarantee for Advance Payment Form.
- l. Manufacturer's Authorization Form.
- m. Confidential Business Questionnaire.
- n. Tender declaration form.

2.4.2 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.

2.5 Clarification of Documents

2.5.1 A prospective Tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not 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 that have received the tender document.

2.5.2 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.

2.6 Amendment of Documents

2.6.1 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 amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

- 2.6.3 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.

2.7 Language of Tender

- 2.7.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchange by the Tenderer and the Procuring entity, shall be written in English language, provided that 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.

2.8 Documents Comprising of Tender

- 2.8.1 The tender prepared by the Tenderers shall comprise the following components:
- a. A Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below.
 - b. Documentary evidence established in accordance with paragraph 2.1.2 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
 - c. Documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents; and
 - d. Tender security furnished in accordance with paragraph 2.14.

2.9 Tender Forms

- 2.9.1 The Tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

- 2.10.1 The Tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to IPSTC Head Office.
- 2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.10.4 The validity period of the tender shall be **120 days** from the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 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.

2.12.2 The documentary evidence of the Tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the Tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the Tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

a. That, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.

b. That the Tenderer has the financial, technical, and production capability necessary to perform the contract;

c. That, in the case of a Tenderer not doing business within Kenya, the Tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderers maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the Tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the Tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

a. A detailed description of the essential technical and performance characteristic of the goods.

b. A list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and

c. A clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3 (c) above, the Tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The Tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be **Ksh 50,000.00**;

2.14.3 The tender security is required to protect IPSTC against the risk of Tenderers conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7.

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad and shall be valid for **thirty (30) days beyond the validity of the tender.**

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderers tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.14.7 The successful Tenderers tender security will be discharged upon the Tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- a. If a Tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- b. In the case of a successful Tenderer, if the Tenderer fails:
 - (1) To sign the contract in accordance with paragraph 2.27
 - or
 - (2) To furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to tender after the 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 non responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderers 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 2.14 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.

2.16 Format and Signing of Tender

- 2.16.1 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.
- 2.16.2 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 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.

2.17 Sealing and Marking of Tenders

- 2.17.1 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.

2.17.2 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 for Tenders and the words,

“DO NOT OPEN BEFORE,” 28 SEPTEMBER, 2016 AT 1030hrs.

2.17.3 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”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by IPSTC at the address specified under paragraph 2.17.2 no later than **28 September, 2016 at 1000hrs.**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.19 Modification and Withdrawal of Tenders

2.19.1 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 tenders, is received by the Procuring prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderers modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 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 Tenderers forfeiture of its tender security, pursuant to paragraph 2.14.7.

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

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

2.20 Opening of Tenders

- 2.20.1 IPSTC will open all tenders in the presence of Tenderers' representatives who choose to attend, on **28 September, 2016 at 1030hrs** and in the location specified in the Invitation to Tender.
- 2.20.2 The Tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.20.3 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 **INTERNATIONAL PEACE SUPPORT TRAINING CENTER**, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.4 IPSTC will prepare minutes of the tender opening.

2.21 Clarification of Tenders

- 2.21.1 To assist in the examination, evaluation and comparison of tenders IPSTC 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 of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the Tenderer to influence IPSTC in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the Tenderers' tender.

2.22 Preliminary Examination

- 2.22.1 IPSTC will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 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 forfeited. If there is a discrepancy between words and figures the amount in words will prevail.
- 2.22.3 IPSTC may waive any minor informality or non-conformity 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.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 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 **INTERNATIONAL PEACE**

SUPPORT TRAINING CENTER's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by IPSTC and may not subsequently be made responsive by the Tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.3 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 Preference

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26 Contacting the Procuring Entity

2.26.1 Subject to paragraph 2.21 no Tenderer shall contact IPSTC on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a Tenderer to influence IPSTC in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderers tender.

2.27 Award of Contract

a. Post-qualification

2.27.1 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.

2.27.2 The determination will take into account the Tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderers

qualifications submitted by the Tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

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

b. Award Criteria

2.27.4 IPSTC will award the contract to the successful Tenderer(s) 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.

c. INTERNATIONAL PEACE SUPPORT TRAINING CENTER's Right to Vary Quantities

2.27.5 IPSTC reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

d. International Peace Support Training Center's Right To Accept Or Reject Any Or All Tenders

2.27.6 IPSTC 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 INTERNATIONAL PEACE SUPPORT TRAINING CENTRE's action.

2.28 Notification of Award

2.28.1 The Tenderer shall be required to provide full contact address to include **e-mail (mandatory)** address for ease of notification by international peace support training centre.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderers furnishing of the performance security pursuant to paragraph 2.28, IPSTC will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

2.29 Signing of Contract

2.29.1 At the same time as IPSTC notifies the successful Tenderer that its tender has been accepted, IPSTC will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 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.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful Tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

2.30.1 Within Fourteen (14) days of the receipt of notification of award from the Procuring entity, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the **INTERNATIONAL PEACE SUPPORT TRAINING CENTER**.

2.30.2 Failure of the successful Tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event IPSTC may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 IPSTC requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

a. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

b. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among Tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition.

2.31.2 IPSTC 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.

2.31.3 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

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to Tenderers is intended to assist IPSTC in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.

2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - a. The information that specifies and complements provisions of Section II to be incorporated.
 - b. Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to Tenderers. Wherever there is a conflict between the provision 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 REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	Open
2.14.1	Ksh. 50,000.00
2.18.1	28 September, 2016 at 1000hrs.
2.29.1	14 November, 2016 at 1000hrs.
2.29.1	Performance security shall be 10% of the contract sum

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- a. "The Contract" means the agreement entered into between IPSTC 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 Goods" means all of the equipment, machinery, and/or other materials, which the Tenderer is required to supply to the Procuring entity under the Contract.
- d. "The **INTERNATIONAL PEACE SUPPORT TRAINING CENTRE**" means the organization purchasing the Goods under this Contract.
- e. "The Tenderer" means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by IPSTC for the procurement installation and commissioning of equipment.

3.3 Country of Origin

- 3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.
- 3.3.2 The origin of Goods and Services is distinct from the nationality of the Tenderer.

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The Tenderer shall not, without the **INTERNATIONAL PEACE SUPPORT TRAINING CENTRE's** prior written consent, disclose the Contract, or any provision thereof, or any specification, plan,

drawing, pattern, sample, or information furnished by or on behalf of IPSTC in connection therewith, to any person other than a person employed by the Tenderer in the performance of the Contract.

- 3.5.2 The Tenderer shall not, without the **INTERNATIONAL PEACE SUPPORT TRAINING CENTRE's** prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderers performance under the Contract if so required by the Procuring entity.

3.6 Patent Rights

- 3.6.1 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 Goods or any part thereof in the Procuring entity's country.

3.7 Performance Security

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to IPSTC as compensation for any loss resulting from the Tenderers failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the **INTERNATIONAL PEACE SUPPORT TRAINING CENTRE**, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by IPSTC and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderers performance obligations under the Contract, including any warranty obligations, under the Contract.

3.8 Inspection and Tests

- 3.8.1 IPSTC or its representative shall have the right to inspect and/or to test the goods 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.
- 3.8.2 The inspections and tests may be conducted in the premises of the Tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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 **INTERNATIONAL PEACE SUPPORT TRAINING CENTRE**.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the Tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the **INTERNATIONAL PEACE SUPPORT TRAINING CENTRE**.

3.8.4 The **INTERNATIONAL PEACE SUPPORT TRAINING CENTRE's** right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the Tenderer from any warranty or other obligations under this Contract.

3.9 Packing

3.9.1 The Tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 Delivery and Documents

3.10.1 Delivery of the Goods shall be made by the Tenderer in accordance with the terms specified by **INTERNATIONAL PEACE SUPPORT TRAINING CENTRE** in its Schedule of Requirements and the Special Conditions of Contract.

3.11 Insurance

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 Payment

3.12.1 The method and conditions of payment to be made to the Tenderer under this Contract shall be specified in Special Conditions of Contract.

3.12.2 Payments shall be made promptly by IPSTC as specified in the contract.

3.13 Prices

3.13.1 Prices charged by the Tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the Tenderer in its tender.

- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

- 3.14.1 The Tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the **INTERNATIONAL PEACE SUPPORT TRAINING CENTRE's** prior written consent

3.15 Subcontracts

- 3.15.1 The Tenderer shall notify IPSTC in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the Tenderer from any liability or obligation under the Contract

3.16 Termination for Default

- 3.16.1 IPSTC 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 deliver any or all of the goods within the periods 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.
- 3.16.2 In the event IPSTC terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the Tenderer shall be liable to IPSTC for any excess costs for such similar goods.

3.17 Liquidated Damages

- 3.17.1. If the Tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, IPSTC shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the Tenderer may consider termination of the contract.

3.18 Resolution of Disputes

- 3.18.1 The procuring entity 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.
- 3.18.2 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.

3.19 Language and Law

- 3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

- 3.20.1 The Tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
42. Special conditions of contract as relates to the GCC.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	10% of total contract sum
3.18.1	Kenya law

SECTION V: TENDER QUALIFICATION AND AWARD

A. MANDATORY REQUIREMENTS

The following mandatory requirements must be met by the tenderer not withstanding other requirements in the tender document:

NO	REQUIREMENTS	RESPONSIVE OR NOT RESPONSIVE
1	Must submit copies of the following documents; a) Tax Compliance Certificate(which is valid as at the closure of the tender) b) Certificate of Registration/Incorporation c) County Business Permit d) Sworn Anti Corruption affidavit	
2	Provide dully filled up Confidential Company Profile in the format provided.	
3	Provide copies of Audited accounts for last 2 (two) years	
4	The tender security shall be a total Ksh. 50,000 in form of Bankers Cheque, Bank Guarantee, Insurance Guarantee approved by the PPOA.	
5	Nema Licence	
6	Cleaning and Exhauster Collection Technical Proposal	

EVALUATION CRITERIA – Technical Evaluation

A tenderer must score a minimum mark of **75%** to qualify for financial evaluation.

	Evaluation Attribute	Tenderer's Response	Weighting Score	Max Score %
1.	Provide a list of at least five clients and references to which the company has supplied similar goods in the last 3 years (attach letters of references /contracts awarded)		<ul style="list-style-type: none"> • 5 or more clients: 25% • Others prorated at: $\frac{\text{Number of clients} \times 25}{5}$ 	25
2.	Number of years in business of supplying similar products		<ul style="list-style-type: none"> • 5 years and above: 15% • Others prorated at: $\frac{\text{Number of years} \times 15}{5}$ 	15
3	Awards of excellence ie. ISO		International/Local- specify	10
4	Financial Strength a) Profitability Margin		A margin of 20% and above will score 25 marks 10-19% =20 marks 5- 9%=15 marks • 1-4% =10 marks Less than 1mark=0	25
	b) Liquidity ratio Must attach company audited accounts for the last two consecutive years		2:1= 25 marks 1:1= 15 marks 0.5:1=10 marks Less 0.5=0	25

1) Ratios

Debt Equity Ratio (net work) = $\frac{\text{Total debt}}{\text{Net worth}}$

Profitability Margin = $\frac{\text{EBIT}}{\text{Total sales (income)}}$

Current Ratio (Liquidity) = $\frac{\text{Current Assets}}{\text{Current Liabilities}}$

EBIT - Earnings before Interest and Taxes

FINANCIAL EVALUATION (PRICE)

Tender prices to be ranked from lowest to highest

F1	Tender prices to be ranked from lowest to highest		
----	---	--	--

BEST EVALUATED TENDER (BET)

The weights given to the Technical and Financial proposals are: T=75% and F= 25%.

The Best Evaluated Tender (BET) that will be recommended for the award of the contract will be the one found to be the most competitive tender under the Technical and Financial (Price) Evaluation Criteria.

SECTION VI: SCHEDULE OF REQUIREMENTS

SUPPLY AND DELIVERY OF KITCHEN CONSUMABLES

S/NO	ITEM DESCRIPTION	PACKAGING
(a)	(b)	(c)
1	COTTON TWINE 1.5mm 80metres	ROLL
2	LUNCH BOXES 15cm x 10cmx15cm	PIECE
3	CHIPBOARD PLACE MATS (ROSSETI) 40 cm by 28cm	PIECE
4	LARGE FREEZER BAGS 24 by 30	PACKET
5	DUSTBIN BAGS 24 BY 30	PACKET
6	VANILLA ESSENCE 1Ltr	LTR
7	TEA SPOONS	PC
8	MEGA FLASK 1.2LT	PC
9	MEGA FLASK 3.2 LT	PIECE
10	MEGA FLASK GIANT	PIECE
11	FACE TOWELS(WHITE)	PIECE
12	EUCALYPTUS ESSENCE 1LT	LT
13	CLING-FILM 45CM BY 300M	PIECE
14	FRANKINCENSE ESSENCE 1LT	LT
15	MINT ESSENCE 1LT	LT
16	LEMON GRASS ESSENCE 1LT	LT
17	DINNER KNIVES	PIECE
18	SALT SHAKER	PIECE
19	SERVIETTE HOLDERS	PIECE
20	BOTTLE OPENERS	PIECE
22	TEA BAG CANISTERS	PIECE
23	STAINLESS STEEL FLASK 2.3LT REGAL	PIECE
24	POLYSTYRENE CONTAINERS SIZE 18001 RITE PAK LTD	PIECE
25	POLYSTYRENE CONTAINERS SIZE 2001 RITE PAK LTD	PIECE
26	POLYSTYRENE CONTAINERS SIZE 19001 RITE PAK LTD	PIECE
27	POLYSTYRENE CONTAINERS SIZE 21001 RITEPAK LTD	PIECE
28	POLYSTYRENE CONTAINERS SIZE 17001 RITE PAK LTD	PIECE
29	SKEWERS 25CM	PACKET
30	LUMINARC SIDE PLATE	PIECE
31	REGAL FLASK 1LT	PIECE
32	MATCH-BOX RHINO	DOZ
33	FOOD WARMING GEL(240 G X72 TIN)	CARTON
34	KITCHEN PAPER ROLL (1X24PC)	CARTON
35	ALUMINUM FOIL(45X90 CM)	ROLL
36	ZEN DRIP FOR DRAINAGE SYSTEM 20KG	20KG SACK
37	ZEN LIQUID SANITIZER 5LTRS	JAR
38	MATCH-BOX RHINO LARGE	PIECE
39	LUNCH BOXES 15CM X 10CMX15CM	PIECE
40	PRIMAX RINSE FOR DISH WASHING MACHINE 5LTRS	5LT JAR
41	PRIMAX SPECIAL FOR DISH WASHING MACHINE 20 LTRS	20LT JAR
42	CLEAR POLYTHENE BAGS 24 BY 30	PACK
43	CHARCOAL	90KG SACK

44	COTTON WOOL 500G	PIECE
45	JIK BLEACH	5LT JAR
46	LUMINARC TEA MUGS	PIECE
47	COCKTAIL SERVIETTES (120 PC)	CTN
48	GREASE PROOF PAPERS (90X60CM)	PIECE
49	ZEN OVEN CLEANER (Zenta Chemicals)20LTR	20LT JAR
50	ZYTEX DESTAINER 20KG(Zenta)	JAR
51	ZYPOWDER SANITIZING POWDER(Zenta) 25KG	BAG
52	OVEN CLEANER(Zenta)5LTRS	JAR
53	ZENTA DISCALER 20LT	JAR
54	ZENTA PRIMAX RINSE 20LT	JAR
55	ZENTA PRIMAX SPECIAL 20LT	JAR
56	ZENTEX STIPPER 5LT	JAR
57	ZENTA STAR GREASE 20LT	JAR
58	MAFUCO BAGS SIZE 5 (25PCS)	25PC PACK
59	TEA CUP WITH SAUCERG	PIECE
60	LUMINARC OVAL PLATTERS	PIECE
62	LUMINARC DINNER PLATES	PIECE
63	DINNER FORKS	PIECE
65	LUMINARC JUICE GLASSES	PIECE
66	TOMATO PASTE 3KG	JAR
67	TOOTH PICK HYGIENE	DOZ
68	TOOTH PICK ORDINARY	DOZ
69	METHYLATED SPIRIT 5LTRS	JAR
70	SERVIETTES (48PC)	CARTON
71	REGAL STAINLESS STEEL FLASK 2.5LT	PC
72	REGAL STAINLESS STEEL FLASK 2.3LT	PC
73	REGAL STAINLESS STEEL FLASK 1.8LT	PC
74	WASABI PASTE 100ML	PC
75	GEL LIGHTER 3LT	JAR
76	GEL LIGHTER 5 LT	JAR

SECTION VII: PRICE SCHEDULE FOR GOODS

Name of Tenderer _____ Tender Number _____ Page _____ of _____

S/NO	ITEM DESCRIPTION	PACKAGING	UNIT COST	REMARKS
(a)	(b)	(c)	(d)	(e)
1	COTTON TWINE 1.5mm 80metres	ROLL		
2	LUNCH BOXES 15cm x 10cmx15cm	PIECE		
3	CHIPBOARD PLACE MATS (ROSSETI) 40 cm by 28cm	PIECE		
4	LARGE FREEZER BAGS 24 by 30	PACKET		
5	DUSTBIN BAGS 24 BY 30	PACKET		
6	VANILLA ESSENCE 1Ltr	LTR		
7	TEA SPOONS	PC		
8	MEGA FLASK 1.2LT	PC		
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20	BOTTLE OPENERS	PIECE		
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24	POLYSTYRENE CONTAINERS SIZE 18001 RITE PAK LTD	PIECE		
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29	SKEWERS 25CM	PACKET		
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	LTRS			
42	CLEAR POLYTHENE BAGS 24 BY 30	PACK		
43	CHARCOAL	90KG SACK		
44	COTTON WOOL 500G	PIECE		
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74	WASABI PASTE 100ML	PC		
75	GEL LIGHTER 3LT	JAR		
76	GEL LIGHTER 5 LT	JAR		

Signature of Tenderer _____

SECTION VIII: STANDARD FORMS

Notes on the sample Forms

1. Form of TENDER -The form on the 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. Confidential Business Questionnaire Form - This form must be completed by the Tenderer and submitted with the tender documents.
3. 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.
4. 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.
5. Performance Security Form - 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.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the Tenderer is an agent.

8.1 FORM OF TENDER

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission.....*(insert equipment description)* 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 deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by*(Procuring entity)*..
4. We agree to abide by this Tender for a period of 120 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. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

<p><i>Part 1 – General:</i></p> <p>Business Name</p> <p>Location of business premises.</p> <p>Plot No..... Street/Road</p> <p>Postal Address Tel No. Fax E mail</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers Branch</p>																													
Part 2 (a) – Sole Proprietor																													
<p>Your name in full</p> <p>Nationality Country of origin</p> <p style="margin-left: 40px;">i. Citizenship</p> <p style="margin-left: 40px;">ii.</p>				Age details																									
Part 2 (b) Partnership																													
<p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>						Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.
	Name	Nationality	Citizenship Details	Shares																									
1.																									
2.																									
3.																									
4.																									
Part 2 (c) – Registered Company																													
<p>Private or Public</p> <p>State the nominal and issued capital of company-</p> <p style="margin-left: 20px;">Nominal Kshs.</p> <p style="margin-left: 20px;">Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 15%;">Shares</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>						Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.
	Name	Nationality	Citizenship Details	Shares																									
1.																									
2.																									
3.																									
4.																									
<p>Date Signature of Candidate</p>																													

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

8.3 ANTI-CORRUPTION DECLARATION/COMMITMENT/PLEDGE

(In the Matter of Public Procurement Sections 40, 41 & 42 of the PPOA Act 2005)

I/We/M/s

of P.O. Boxdeclare that I/We recognize that

Public Procurement is based on a free, fair and competitive tendering process which should not be open to abuse.

I/We.....declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any member of the Board, Management and/or staff of IPSTC in connection with tender/Quotation No. -----

TENDER/QUOTATION FOR THE -----

IPSTC in the tender, or in the

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

Signed by.....CEO or Authorized Representative.

Name.....

Designation.....

Signature.....Date.....

Declared at

Before me.....

Name.....

Signature.....Date

COMMISSIONER FOR OATHS

8.4 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 [name and/or description of the equipment]
(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]

8.5 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between IPSTC (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

8.6 PERFORMANCE SECURITY FORM

To
[INTERNATIONAL PEACE SUPPORT TRAINING CENTRE]

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]

8.7 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
(INTERNATIONAL PEACE SUPPORT TRAINING CENTRE)

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, *[name and address of Tenderer]*(hereinafter called “the Tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

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

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

This guarantee shall remain valid in full effect from the date of the advance payment received by the Tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.8 MANUFACTURER’S AUTHORIZATION FORM

To *[name of the Procuring entity]*

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

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

[signature for and on behalf of manufacturer]

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

8.9 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) _____

DIRECTOR IPSTC

SIGN.....DATE.....