



*Sweetening Kenya
since 1978*

“COPY”

**NZOIA SUGAR COMPANY
LTD
P.O BOX 285
BUNGOMA.**

**TENDER NO.
NSC/FACT-231/2013-14**

**REHABILITATION OF 27TPH
FCB WATER TUBE BOILERS
2 NOS AND 54TPH ALPHA
BOILER**

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SECTION I INVITATION TO TENDER

Date: 24th June 2013

TENDER REF NO. *NSC/FACT_231/2013-14*
TENDER NAME *Rehabilitation of 27TPH FCB Water Tube Boilers 2Nos and 54TPH Alpha Boiler.*

- 1.1** Nzoia Sugar Company Ltd invites sealed bids from boiler manufacturers or boiler designs experts for *Rehabilitation of 27TPH FCB Water Tube Boilers 2Nos and 54TPH Alpha Boiler.*
- 1.2** Interested eligible candidates may obtain further information from and inspect the tender documents at ***Nzoia Sugar Company Ltd., P.O. Box 285, Bungoma, Nandolia Market, Off Webuye-Malaba Road,*** from the Purchasing Manager's Office during normal working hours.
- 1.3** A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of **Ksh.5, 000.00** in cash at the company cash office or Bankers cheque payable to **Nzoia Sugar Company Ltd.**
- 1.4** Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at ***Managing Director's reception area, Nzoia Sugar Company Limited, Bungoma*** or be addressed to
The Managing Director
Nzoia Sugar Company Limited
P.O. Box 285
BUNGOMA
Off-Webuye-Malaba Road
- so as to be received on or before ***Tuesday 30th July 2013 at 11.00a.m.***
- 1.5** Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for ninety (90) days from the closing date of the tender.
- 1.6** An **original** tender security of ***2% of the total tender value, valid for 90 days after tender opening*** in the form of a guarantee from a reputable bank or an insurance company approved by PPOA, payable to Nzoia Sugar Company, must accompany all tenders.
- 1.7** Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the Nzoia Sugar Company Limited's Boardroom.

Yours faithfully,

PURCHASING MANAGER
FOR: NZOIA SUGAR COMPANY LTD.

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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 Nzoia Sugar Company'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 Nzoia Sugar Company 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 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Nzoia Sugar Company, 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 All Tenderers found capable of performing the contract satisfactorily in accordance to the set criteria shall be considered.

2.3 The Tender Document

- 2.3.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to Tenderers
 - (i) Invitation to Tender
 - (ii) Instructions to tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of requirements
 - (vi) Technical Specifications
 - (vii) Tender Form and Price Schedules
 - (viii) Tender Security Form
 - (ix) Contract Form
 - (x) Performance Security Form

- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

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 tenderer requiring any clarification of the tender document may notify Nzoia Sugar Company in writing or by post at the entity's address indicated the Invitation to Tender. Nzoia Sugar Company 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 Nzoia Sugar Company. 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.

2.4.2 Nzoia Sugar Company 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, Nzoia Sugar Company, 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.

2.5.2 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.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, Nzoia Sugar Company, 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 exchange by the tenderer and Nzoia Sugar Company, 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.

2.7 Documents Comprising of Tender

- 2.7.1 The tender prepared by the tenderers shall comprise the following components
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 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 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 2.13

2.8 Tender Forms

- 2.8.1 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.

2.9 Tender Prices

- 2.9.1 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
- 2.9.2 Prices indicated on the Price Schedule will include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.9.3 For purposes of comparison during evaluation and to carter for delivery costs, Tenderers quoting for CIF-Mombasa or Nairobi shall have their quoted prices loaded with all costs referred to in 2.9.2 above by Nzoia Sugar Company.
- 2.9.4 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.
- 2.9.5 The validity period of the tender shall be 90 days from the date of opening of the tender.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in either Kenya Shillings or a currency which is convertible by Central Bank of Kenya.

2.11 Tenderers Eligibility and Qualifications

2.11.1 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.

2.11.2 The documentary evidence of the tenderers eligibility to tender shall establish to Nzoia Sugar Company'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

2.11.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to Nzoia Sugar Company'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 Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.12 Goods Eligibility and Conformity to Tender Documents

2.12.1 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

2.12.2 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.

2.12.3 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 Nzoia Sugar Company; and

- (c) a clause-by-clause commentary on Nzoia Sugar Company'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.

2.12.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.12.3(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.

2.13 Tender Security

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

2.13.2 The tender security shall be in the amount of 2 per cent of the tender price.

2.13.3 The tender security is required to protect Nzoia Sugar Company against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.13.7

2.13.4 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, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to Nzoia Sugar Company and valid for thirty (30) days beyond the validity of the tender.

2.13.5 Any tender not secured in accordance with paragraph 2.13.1 and 2.13.3 will be rejected by Nzoia Sugar Company as non responsive, pursuant to paragraph 2.21

2.13.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by Nzoia Sugar Company.

2.13.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26 and furnishing the performance security, pursuant to paragraph 2.27

2.13.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by Nzoia Sugar Company on the Tender Form; or

- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.26
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.27

2.14 Validity of Tenders

- 2.14.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by Nzoia Sugar Company, pursuant to paragraph 2.17. A tender valid for a shorter period shall be rejected by Nzoia Sugar Company as non responsive.
- 2.14.2 In exceptional circumstances, Nzoia Sugar Company may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.13 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.

2.15 Format and Signing of Tender

- 2.15.1 Nzoia Sugar Company 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 prevail.
- 2.15.2 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 unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.15.3 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.

2.16 Sealing and Marking of Tenders

- 2.16.1 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.
- 2.16.2 The inner and outer envelopes shall:
 - (a) be addressed to Nzoia Sugar Company 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,” *Tuesday 30th July 2013 at 11.30a.m.*

2.16.3 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”.

2.16.4 If the outer envelope is not sealed and marked as required by paragraph 2.16.2, Nzoia Sugar Company will assume no responsibility for the tender’s misplacement or premature opening.

2.17 Deadline for Submission of Tenders

2.17.1 Tenders must be received by Nzoia Sugar Company at the address specified under paragraph 2.16.2 no later than *Tuesday 30th July 2013 at 11.00a.m.*

2.17.2 Nzoia Sugar Company may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of Nzoia Sugar Company and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.18 Modification and Withdrawal of Tenders

2.18.1 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 Nzoia Sugar Company prior to the deadline prescribed for submission of tenders.

2.18.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.16. 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.

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

2.18.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.13.7

2.18.5 Nzoia Sugar Company may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.18.6 Nzoia Sugar Company 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.

2.19 Opening of Tenders

2.19.1 Nzoia Sugar Company will open all tenders in the presence of tenderers' representatives who choose to attend, at *11.30a.m.* on *Tuesday 30th July 2013* and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.19.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as Nzoia Sugar Company, at its discretion, may consider appropriate, will be announced at the opening.

2.19.3 Nzoia Sugar Company will prepare minutes of the tender opening.

2.20 Clarification of Tenders

2.20.1 To assist in the examination, evaluation and comparison of tenders Nzoia Sugar Company 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.

2.20.2 Any effort by the tenderer to influence Nzoia Sugar Company in Nzoia Sugar Company's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.21 Preliminary Examination

2.21.1 Nzoia Sugar Company 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.

2.21.2 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 quantify, 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

2.21.3 Nzoia Sugar Company 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.

2.21.4 Prior to the detailed evaluation, pursuant to paragraph 2.21 Nzoia Sugar Company 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. Nzoia Sugar Company's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

- 2.21.5 If a tender is not substantially responsive, it will be rejected by Nzoia Sugar Company and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.22 Conversion to Single Currency

- 2.22.1 Where other currencies are used, Nzoia Sugar Company will convert these currencies to Kenya Shillings using the selling exchange rate on the rate of tender closing provided by the Central Bank of Kenya.

2.23 Evaluation and Comparison of Tenders

- 2.23.1 Nzoia Sugar Company will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.21
- 2.23.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.23.3 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.

2.24 Preference

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

2.25 Contacting Nzoia Sugar Company

- 2.25.1 Subject to paragraph 2.20 no tenderer shall contact Nzoia Sugar Company on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.25.2 Any effort by a tenderer to influence Nzoia Sugar Company in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.26 Award of Contract

(a) Post-qualification

- 2.26.1 In the absence of pre-qualification, Nzoia Sugar Company 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.
- 2.26.2 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 2.11.3 as well as such other information as Nzoia Sugar Company deems necessary and appropriate.
- 2.26.3 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 Nzoia Sugar Company will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

- 2.26.4 Nzoia Sugar Company 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) Procuring entity's Right to Vary quantities

- 2.26.5 Nzoia Sugar Company 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) Procuring entity's Right to Accept or Reject Any or All Tenders

- 2.26.6 Nzoia Sugar Company 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 Nzoia Sugar Company's action

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, Nzoia Sugar Company will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 At the same time as the person submitting the successful tender is notified, Nzoia Sugar Company shall notify all other persons submitting tenders that their tenders were not successful.

2.27.3 No contract is formed between the person submitting the successful tender and Nzoia Sugar Company until the written contract is entered into.

2.28 Signing of Contract

2.28.1 The written contract shall be entered into within the validity period pursuant to clause 2.14.1 but not until at least fourteen days have elapsed following the giving of that notification unless there is an administrative review request.

2.28.2 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Nzoia Sugar Company.

2.29 Performance Security

2.29.1 Within Thirty (30) days of the receipt of notification of award from Nzoia Sugar Company, 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 Nzoia Sugar Company.

2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.26 or paragraph 2.27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Nzoia Sugar Company may make the award to the next lowest evaluated Candidate or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 Nzoia Sugar Company 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;

(i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Nzoia Sugar Company, 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 Nzoia Sugar Company of the benefits of free and open competition;

- 2.30.2 Nzoia Sugar Company 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.
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

The following information 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
<i>Eligible tenderers</i>	Boiler manufacturers or boiler design experts.
<i>Tender security</i>	2% of tender value in the manner prescribed on page 3 clause 1.6
<i>Tender closing</i>	Tuesday 30 th July 2013 at 11.00a.m.
<i>Tender opening</i>	Tuesday 30 th July 2013 at 11.30a.m.
<i>Particulars of performance security</i>	2.5% of total contract value to be provided within 30days of notification of award
<i>Tender currency</i>	Prices shall be quoted in either Kenya Shillings or a currency which is convertible by Central Bank of Kenya.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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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 Nzoia Sugar Company 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 Nzoia Sugar Company under the Contract.
- (d) “The Tenderer” means the individual or firm supplying the Goods or services under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by Nzoia Sugar Company for the procurement installation and commissioning of equipment

3.3 Standards

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

3.4 Use of Contract Documents and Information

3.4.1 The tenderer shall not, without Nzoia Sugar Company’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of Nzoia Sugar Company in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.4.2 The tenderer shall not, without Nzoia Sugar Company’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.4.1 shall remain the property of Nzoia Sugar Company and shall be returned (all copies) to Nzoia Sugar Company on completion of the Tenderer’s performance under the Contract if so required by Nzoia Sugar Company

3.5 Patent Rights

3.5.1 The tenderer shall indemnify Nzoia Sugar Company 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 Nzoia Sugar Company's country

3.6 Performance Security

3.6.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Nzoia Sugar Company the performance security in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to Nzoia Sugar Company as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to Nzoia Sugar Company 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 Nzoia Sugar Company, in the form provided in the tender documents.

3.6.4 The performance security will be discharged by Nzoia Sugar Company and returned to the Tenderer not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.7 Inspection and Tests

3.7.1 Nzoia Sugar Company or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. Nzoia Sugar Company shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted 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 Nzoia Sugar Company.

3.7.3 Should any inspected or tested goods fail to conform to the Specifications, Nzoia Sugar Company 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 Nzoia Sugar Company.

3.7.4 Nzoia Sugar Company'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 Nzoia Sugar Company or its representative prior to the equipment delivery.

3.7.5 Nothing in paragraph 3.7 shall in any way discharge the tenderer from any warranty or other obligations under this Contract.

3.8 Packing

3.8.1 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.

3.8.2 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

3.9 Delivery and Documents

3.9.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.10 Insurance

3.10.1 The Goods or services 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.

3.11 Payment

3.11.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.11.2 Payments shall be made promptly by Nzoia Sugar Company as specified in the contract

3.12 Prices

3.12.1 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.

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

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

3.12.4 Price variation request shall be processed by Nzoia Sugar Company within 30 days of receiving the request.

3.13 Assignment

3.13.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with Nzoia Sugar Company's prior written consent

3.14 Subcontracts

3.14.1 The tenderer shall notify Nzoia Sugar Company 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

3.15 Termination for default

3.15.1 Nzoia Sugar Company 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 period(s) specified in the Contract, or within any extension thereof granted by Nzoia Sugar Company

(b) if the tenderer fails to perform any other obligation(s) under the Contract

(c) if the tenderer, in the judgment of Nzoia Sugar Company has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.15.2 In the event Nzoia Sugar Company 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 Nzoia Sugar Company for any excess costs for such similar goods.

3.16 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, Nzoia Sugar Company 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.

3.17 Resolution of Disputes

- 3.17.1 Nzoia Sugar Company and the tenderer will make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.17.2 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.

3.18 Language and Law

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

3.19 Force Majeure

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

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.

4.2. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
<i>Particulars of performance security</i>	To be provided within 30 days of notification of award
<i>Terms of payment</i>	Irrevocable letter of credit
<i>Dispute resolution</i>	By negotiation failure to which arbitration shall be used

Conditions

Provide following Information about your company:

1. Attach Company Profile
2. Attach copy of your company Registration Certificate
3. Provide names of Directors of your firm
4. Attach copy of your VAT certificate if applicable
5. Attach copy of PIN Registration
6. Attach valid Tax compliance certificate
7. Show **exact** Physical location of your business i.e. country, town, street, building, floor, and contact person (s), provide tenement etc.
8. Attach Letter of reference from your bankers on financial strength
9. Provide list of your current clients, names of contact persons and their telephone contacts or email addresses.
10. Provide proof of award of current contracts.

Note that Vendor visits may be carried out to confirm the above information and form part of the evaluation, before a final decision is made.

TENDER EVALUATION CRITERIA

NO	REQUIREMENTS	RATING (%)	SCORE
1.	Attach copies of a) PIN certificate b) VAT certificate if applicable c) Certificate of registration/incorporation d) Valid Tax compliance certificate	20	
2.	Provide: a) Company Profile b) Names of directors of your firm and their Identification (passport) Numbers c) Details of exact physical location of your company d) Reference letter from your bankers on your financial strength	20	
3.	Provide proof of award of current contracts.	10	
4.	Provide the stated tender security	20	
5.	-Provide list of your current clients, names of contact persons and their telephone contacts or email addresses. - Provide proof of award of current contracts.	10 10	
6	Provide reference letters from at least three (3) of your major clients	10	
	Total	100%	

Summary:

- 1) Any bidder scoring less than 65% shall be disqualified.
- 2) Any bidder not providing any of the following shall be disqualified:
 - a. All documents in (1) above.
 - b. Required tender security as in (4) above
- 3) Successful bidders shall proceed for technical evaluation.

SECTION V - TECHNICAL SPECIFICATIONS

**TENDER NSC/FACT_231/2013-14
REHABILITATION OF 27TPH FCB WATER TUBE BOILERS
2 NOS AND 54TPH ALPHA BOILER**

Prices **MUST** include all costs and taxes, and delivery to Nzoia Sugar Company

DESCRIPTION

1. Nzoia Sugar Company limited has three water tube boilers installed 2Nos 27tph FCB and one 54tph Alpha. The design MCR of the FCB boilers is 27tph but over the years this has deteriorated and none of the two boilers can today generate at the rated output. Both boilers MCR have reduced to an average of 18tph.
2. We have over the years experienced serious rapid wear on the down comer tubes of the 54tph alpha boiler. The boiler has 4 rows of down comer tubes namely 9, 10, 11&12 respectively the tubes are positioned in the exit path of the flue gas. Serious rapid wear has been experienced on rows 11 & 12 specifically at the top bends this is at the turning point of the flue gas as it exits into the air pre heater, row 9 has a stainless steel baffle fixed on it we have also experienced wear on vertical portions of the down comer tubes. In the last 7 years we have replaced rows 10, 11&12 annually.

NSC seek to engage a firm with expertise in medium pressure Bagasse fired boilers design and manufacture to study, recommend and implement the recommendations in order to restore both FCB boiler efficiencies to design or slightly higher, monitor to ensure the boilers generate at the design MCR of 27tph at full load and eliminate the rapid wear currently being experienced on the 54tph Alpha boiler down comer tubes.

DESIGN CHARACTERISTICS

Steam Output in normal continuous operation27tph (FCB), 54tph (ALPHA)
Design Pressure.....29 bar
Effective pressure at super heater's output.....25 bar
Super heated steam temperature.....330°C
Feed water temperature.....100°C but normally
between 80⁰C to 90⁰C before economizer
Main fuel.....Bagasse (Design moisture
50% and LCV 7743 KJ/Kg. Actual moisture 50.5-51.5%,pol 3-4% and LCV 7633.8-
7395.0KJ/Kg)

FD air into boiler temperature.....120-140⁰C after air pre-heater (FCB), air pre heaters retrofitted was not in the original design
Furnace type.....Rocking Bar Dumping
grates (FCB),Pin hole grates (ALPHA)

(The rest of the information applies for both boilers. Any additional information will be provided on request)

The quotation to include:-

1. CV's of the design and implementation experts
2. Evidence of successful jobs done on similar capacity or higher boilers by the firm and the experts of which 3 must be within the East African sugar industry (Give references)
3. Detailed work Schedule before, during and after OOC including when conclusion is expected (OOO duration 5 weeks in the months of Sept/Oct/Nov)
4. Quote separately for supplies and Engineering(indicate what you expect Nzoia to provide)
5. Quote separately for each boiler as NSC will decide the order and extent of execution
6. Evidence that the firm is a boiler manufacturer or boiler design expert with proven experience.(attach)

Scope of works to include but not limited to:-

- Study the boilers in operation and in cold state and establish the improvements to be made on the three boilers.
- Give a detailed report indicating your findings and recommendations (for discussion with NSC) (2 phases; preliminary after on the run inspection, final during annual maintenance stop inspection – within 2nd week.)
- Manufacture/procure/recommend for procurement all specialized recommended parts required for the job as agreed with NSC.
- Provide list/quantities of materials to be procured locally e.g. refractory materials and hardware's and submit labour requirements to be provided by Nzoia.
- Provide experts to supervise implementation on site (for the two stops as will be found necessary).
- Provide experts to commission boilers after implementation (for at least 2 weeks) for each of the 2 possible Annual Maintenance stops.
- Provide training of boiler staff on any boiler modification and operating changes/requirements.
- Ensure the FCB boilers operate at the design MCR of 27tph after improvements

- Ensure the life span of ALPHA boiler down comer tubes is extended by 10 years
- Submit a post commissioning report on the boiler performance(for discussion with NSC) (Two phases for each possible Annual Maintenance)
- Provide a schedule showing how you intend to carry out all phases of the job including time lines. Note the possibility of completing the works within 2 annual maintenances (2013 and 2014).Clearly show this in your schedule

N/B

1. Bidders are advised to visit site carry out preliminary assessment of the boilers, look at the drawings take details of fans including capacities, discuss the scope with NSC and collect the necessary data as may be required by you before quoting as variations during the works will not be allowed.
2. All manufactured parts and supplies by the contractor to be delivered before OOC stop and implementation of recommendations to be done within the OOC stop (OOO duration 5 weeks during Sept/Oct/Nov - with a possibility of further 3-4 weeks next stop Annual Maintenance2014.). Your offer to indicate separately cost for each year(2013/2014 as will be applicable)
3. Previous underperformance on similar projects at NSC or within the sugar industry will lead to disqualification.
4. NSC will have the final approval of works

CONTRACTOR TO PROVIDE

- Any specialized tools as may be required for the job
- All drawings for parts to be fabricated on site and those to be ordered(as recommended and discussed with NSC)
- All drawings for parts manufactured and supplied by the contractor.

THE ABOVE INFORMATION WILL BE USED FOR TECHNICAL EVALUATION.

NZOIA TO PROVIDE

1. Local contractor to carry out the improvements under the instructions and supervision of expert firm.
2. Refractory materials and hardware's
3. Accommodation in the company guest house, transport to and from work for the experts, maximum two at any given time
4. All boiler GA drawings No's 90125 GA-1 & 156920/04 and any other available drawings as may be requested by you.

PAYMENT MODE

SUPPLIES

100% on delivery and inspection

IMPLEMENTATION

20% on submission and discussion of initial report

30% on completion and commissioning

40% after one month successful operations

10% retention after 3 months of successful operations

NSC'S CONDITIONS:

Prices should remain firm for 2013-14 financial years.

NB: Ensure your documents are properly stapled/labeled/paged to avoid loss/mix-up.

NAME OF TENDERER (COMPANY).....

SIGNATURE:.....DATE.....

NAME:.....

WITNESS:.....DATE.....

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. 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.

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 of which is hereby duly acknowledged, wed, the undersigned, offer to provide.....
[description of services]
in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]*
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to ____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] *[In the capacity of]*
Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____. Page ____ of _____.

1	2	3	4	5	6	7
Item	Description	Quantity & quality	Duration	Unit Price	Total Price EXW per item (cols. 4x5)	Unit Price of other incidental services payable

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

CONTRACT FORM

THIS AGREEMENT made the ___ day of ____20___between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by_____the _____(for the Procuring entity)

Signed, sealed, delivered by_____the _____(for the tenderer)

in the presence of_____.

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.....

	Part 2 (a) – Sole Proprietor			
	Your name in full.....Age.....			
	Nationality.....Country of Origin.....			
	Citizenship details			
	Part 2 (b) – Partnership			
	Given details of partners as follows			
	Name	Nationality	Citizenship details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	Part 2 (c) – Registered Company			
	Private or Public			
	State the nominal and issued capital of company			
	Nominal Kshs.			
	Issued Kshs.			
	Given details of all directors as follows			
	Name	Nationality	Citizenship details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	Date.....Signature of Candidate.....			

TENDER SECURITY FORM

Whereas[name of the tenderer]

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

[name and/or description of the services]

(hereinafter called "the Tenderer").....

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

Of.....having registered office at

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

[name of procuring entity](hereinafter called "the procuring entity") in the sum of

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

THE CONDITIONS of this obligation are:

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

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

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

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

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

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

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

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

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

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

This guarantee is valid until the ____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

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.

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

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED
Board Secretary