

KISII NATIONAL POLYTECHNIC

P.O. BOX 222-40200, KISII

Website: kisiipoly.ac.ke

Email: info@kisiipoly.ac.ke / kisiipolytechnic@gmail.com

Phone: 0700152177 OR 0752031300



TENDER DOCUMENT

FOR

SUPPLY, INSTALLATION, TESTING, TRAINING AND COMMISSIONING OF IP CCTV SYSTEM

TENDER NO: KNP/T/30/2021 - 2022

CLOSING / OPENING DATE

MONDAY 28 JUNE 2021

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SECTION 1 INVITATION TO TENDER

TENDER REF NO: KNP/T/30/2021-2022

TENDER NAME: SUPPLY, INSTALLATION, TESTING, TRAINING AND COMMISSIONING OF IP CCTV SYSTEM

The Kisii National Polytechnic invites sealed tenders from interested and eligible bidders for the Supply and delivery of stationery.

Interested eligible candidates may obtain further information and inspect of tender documents at Kisii National Polytechnic, in the Procurement office during working hours from 8.00 am to 5.00pm from Monday to Friday

A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Ksh.1000 payable to Kisii National Polytechnic Account **01120017051900** Cooperative Bank Kisii Branch or downloaded from Institution website www.kisiipoly.ac.ke free of charge. Applicants who download the tender documents shall be required to register with the Kisii National Polytechnic Procurement Office. Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 90 days from the closing date of the tender.

Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number addressed to:

**THE PRINCIPAL
KISII NATIONAL POLYTECHNIC
P.O BOX 222-40200, KISII.**

Should be deposited in the **Tender Box at the Administration Block** so as to be received on or before **Monday 28th June, 2021 at 11:00a.m.**

Or Bulky tenders which do not fit the tender box shall be registered at the procurement's Office at the Administration Block. Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend at the Library Ground Floor.

NOTE:

- i. Tenderer/bidders must serialize/number all the pages and copies of documents attached and indicate the documents submitted on their own attached table of contents.

- ii. All attachments shall be from the last page of this document, starting with your table of contents and all paged.

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 not exceed Kshs1,000/=

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

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:

- (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

2.4.2. 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 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 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents;
- (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 the premises of the entity.

2.10.3 Prices quoted by the tenderer 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 90 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 Tenderer's 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.

2.13.3.1 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 in the amount of 0.5 – 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's 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, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and 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 nonresponsive, pursuant to paragraph 2.22

- 2.14.6 Unsuccessful Tenderer's 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 Tenderer's 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:
 - (i) to sign the contract in accordance with paragraph 2.27 or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 90 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 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 2.14 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 Procuring entity 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,**” Monday **28th June, 2021 at 11.00am.**

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 the Procuring entity at the address specified under paragraph 2.17.2 not later than **Monday 28th June, 2021 at 11.00am.**

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 Entity prior to the deadline prescribed for submission of tenders

2.19.2 The Tenderer’s 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 Tenderer's 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 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, and in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.1 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 Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.2 The Procuring entity 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 the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

2.22 Preliminary Examination

- 2.22.1 The Procuring entity 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 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.
- 2.22.3 The Procuring entity 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 Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the 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%. 15% preference will be given to business owned and operated by youth, women and persons living with disabilities.

2.26 Contacting the Procuring entity

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity 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 the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's 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 Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.27.4 The Procuring entity 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.

2.28 Procuring entity's Right to Vary quantities

2.28.1 The Procuring entity 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

2.29 Procuring entity's Right to accept or Reject any or All Tenders

2.29.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

2.30 Notification of Award

2.30.1 Prior to the expiration of the period of tender validity, the Procuring entity will Notify the successful tenderer in writing that its tender has been accepted.

2.30.2 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.

2.30.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.31 Signing of Contract

2.31.1 At the same time as the Procuring entity notifies the successful tenderer that Its tender has been accepted, the Procuring entity will send the tenderer the

Contract Form provided in the tender documents, incorporating all agreements

between the parties.

2.31.2 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.

2.31.3 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.

2.32 Performance Security

2.32.1 Within Thirty (30) 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 Procuring entity.

2.32.2 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 the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.33 Corrupt or Fraudulent Practices

2.33.1 The Procuring entity 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 anything 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 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;

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

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

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The 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 Procuring entity” 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 the Procuring entity 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 Procuring entity'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 the Procuring entity 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 Procuring entity'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 Tenderer's 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 the Procuring entity as compensation for any loss resulting from the Tenderer's 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 Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate 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

3.8 Inspection and Tests

3.8.1 The Procuring entity 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 Procuring entity.

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 alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity'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

SECTION V – SCHEDULE OF REQUIREMENTS

Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by Kisii National Polytechnic and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule. The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as a base in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which Kisii National Polytechnic's delivery obligations start (notice of award).

This part will include any deliverables under the service contract

Number	Description	Quantity	Delivery Time Start _____ End
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SECTION VI: DESCRIPTION OF SERVICES

TENDER NO: 44. SUPPLY, INSTALLATION, TESTING, TRAINING, AND COMMISSIONING OF IP CCTV SYSTEM

NAME OF TENDERER: -----

S/NO.	ITEM DESCRIPTION	UNIT	QUANTITY	PRICE PER ITEM
1.	Day/Night HKVision or its equivalent Infrared Dome Camera 4mp Fixed Lens PoE 30m IR Distance. 4mp H.265 Super Low Lux WDR Pro	160		
2.	Day/Night HKVision or its equivalent Infra-Red Bullet camera 4mp fixed lens PoE 30M IR Distance 4MP H.265 Super Low Lux WDR Pro	20		
3.	Speed dome PTZ camera	15		
4.	PTZ bracket	15		
5.	64CH Recording server VMS System V5 RevE, 2U,4, Bay	5		
6.	CMS management software	1		
8.	8TB HDD(for storage)	20		
9.	8 port PoE Switch POE0801 8port 130W 802.3at w/ Web Management.	7		
10	16 port PoE Switch POE1601 16port 250W 802.3at w/ Web Management.	12		
11	24 port PoE Switch POE2401 24port 400W 802.3at w/ Web Management.	7		
12	1G SFP modules	40		
13	40" screen + mounting accessories	4		
14	Camera adaptor box	190		
15	CAT 6 indoor Cable (305m box)	40		
16	CAT 6 outdoor cable	10		
17	1m CAT 6 Patch cord	205		
18	24 port Cat6 patch panel	22		
19	1U cable manager	22		
20	9U Network Cabinet	10		
21	1KVA UPS	18		
22	PVC conduits (25mm) and related accessories	630		
23	Metallic Trunking(50mm by 25mm)	35		
24	6m mounting pole	15		
25	8 core fibre optic cable(meters)	1020		

26	Fiber RACK 24 port	8		
27	MM Fiber adaptors	40		
28	1m LC, SC MM Patch Cord	22		
29	SC MM pigtails	60		
30	Fiber optic termination	60		
31	Camera installation and configuring of NVR	190		
32	Fiber cable pulling	1050		
33	Trenching and manholes(meter lengths)	600		
34	Installation Accessories	1		
35	Copper Cable pulling and termination Labour(per metre)	11600		
36	Testing, Labelling and Documentation	200		
37	Onsite user training (Local/ International)			
	Control Room			
38	Suprema Bio Entry P2 Compact IP Fingerprint Device	1		
39	Maglock with Z and L Bracket	1		
40	Override key	1		
41	Free standing mount to be used with 49" TV	4		
42	Floor trunking (2.44 meters piece)	8		
43	50MM* 100MM metal trunking	6		
44	3.5KVA UPS	1		
45	Smart-switch 24 port switch	1		
46	Core i7 desktop pc with 2GB graphic card complete with 18.5" screen	5		
47	49" screen	3		
48	42" screen	7		
49	Joystick	3		

There will be a mandatory site visit on 17/06/2021 at 10.00 a.m.

Attach list/catalogue

Signature of tenderer _____

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

Total one year Tender sum Kshs (In words)

.....
Transfer the one Year TOTAL to Form of Tender

EVALUATION CRITERIA

PART 1: MANDATORY REQUIREMENTS

Part 1. PRELIMINARY EVALUATION

Your tenders shall be examined for the following mandatory requirements. Failure to satisfy any one of them will lead to automatic disqualification.

Table 1: Preliminary Evaluation Criteria for Mandatory requirements.

No	ITEM DESCRIPTION	Remarks/
1.	Dully filled Form of Tender.	
2.	Copy of valid Single Business Permits/Business permit	
3.	Certificate of Incorporation/Registration	
4.	Valid TAX Compliance Certificate	
5.	Copy of valid PIN Certificate	
6.	Submission of tender documents in two copies (Original and copy)	
7.	Duly filled tender securing declaration form	
8.	Duly filled confidential business questionnaire	
9.	Site visit certificate	

NB:

- Attach documentary evidence and clearly labeled for the above requirements
- Tenders will proceed to technical evaluation stage only if they comply with all preliminary requirements above.

PART 2: TECHNICAL EVALUTION

S/N	ITEM DESCRIPTION	WEGHTING (POINTS)
1	<p>Attach copies of certificates and curriculum vitae of Directors, Supervisors and other key staff duly signed and telephone number indicated for the staff. Director</p> <ul style="list-style-type: none"> • Qualification in Electrical & Electronics Engineering, Computer Science or related field <p>Certificate level -1mks</p> <p>Diploma Level –2maks</p> <p>Degree level– 3 mks</p> <ul style="list-style-type: none"> • Experience <p>0-2 years –1mk</p> <p>3 years and above - 2mks</p> <ul style="list-style-type: none"> • Supervisor 	18

	<p>i. Qualification in relevant field Certificate level -1mks Diploma/degree Level –2maks ii. Experience 0-2 years – 1mk 3 years and above- 2mks Any</p> <p>Other Key staff</p> <p>i. Qualification in relevant field Certificate level -0.5mks Diploma/degree Level –1maks ii. Experience 0-3 years – 1mk 3 years and above- 2mks</p> <ul style="list-style-type: none"> • Staffing - Proposed number of staff to be deployed in each specific areas of service. This shall include their wage rate in accordance with the labor law <p>i. Minimum wage -2marks ii. Above minimum wage -4mks</p>	
2	<p>Relevant Tools and Equipment and consumables</p> <ul style="list-style-type: none"> • List of equipment you own for this assignment (attach ownership evidence i.e. purchase, receipts, Delivery notes/invoices) 	15
3	<p>Two (2) years audited account statements 2019 & 2020 or Six (6) months bank statement Annual turnover (5,000,000)</p> <ul style="list-style-type: none"> • Kshs.2,000,000 and above (5Mks) • Kshs.1,500,000 and above (4Mks) • Below Kshs.1,500,000 (2Mks) 	5
4	<p>Evidence of financial resources (cash in hand, lines of credit, overdraft facility etc.) (Resource documents shall be certified by the respective banks or Commissioner of Oaths) Cash in hand and lines of credit:</p> <ul style="list-style-type: none"> • Of more than 30% of tender sum -----5 	5
	<ul style="list-style-type: none"> • Of between 20% and 30% of tender sum -----4 • Of between 10% and 20% of tender sum -----2 • Below 10% of tender sum ----- 1 	

5	Credit Facility: <ul style="list-style-type: none"> • 30 days – 5 points • 60 days – 10 points 	10
6	Must have evidence of similar services for four (3) firms for Organization with similar complexity and value as Kisii National Polytechnic <ul style="list-style-type: none"> • Certified copy of Contract agreement from each institution. – 2 points • For above Contract agreement attached, provide recommendation from the same institution – 2 points. NB: The above copies of documents must be certified by respective	16
7	Evidence of Work Man’s Injury Benefit cover for staff/employees (WIBA)	2.5
	Professional Indemnity covers of at least Kshs. 1,000,000.00 per incident Evidence attached 2.5 Evidence not attached 0	2.5
8	Evidence of Statutory remittances for all employees. (Copies attached). 1. NSSF Remittance the last 3 months - 2 2. Current NSSF Compliance certificate 2 3. NHIF Remittance the last 3 months - 4 4. Current NSSF Compliance certificate-2	10
9.	Proof of compliance to government wage guideline and labor requirements (Attach certificates) Evidence attached 2 Evidence not attached 0	2
9	Detailed Work Program / Operation Plan	10
10	Document Presentation; Having the tender document arranged in an orderly manner with clearly marked separators/ page marks	2
11	Litigation history (Certified by commissioner of oaths)	2
	TOTAL	100

Any bidder who scores 80 points and above only shall be considered for financial evaluation

1. STAGE 3 - FINANCIAL EVALUATION

2. Tender sum Comparisons

- The tenderers shall be subjected to price comparison to determine their responsiveness and they shall be ranked from the lowest to the highest.

TABLE 2

Serial No.	Tenderer	Tender Sum	Ranking

CONCLUSION

The bidder with the lowest tender sum shall be the most responsive bidder. Due diligence shall be done on the most responsive bidder to authenticate the information in the bid document. If the information is authenticated then the bidder shall be recommended for award of tender.

If the lowest bidder cannot authenticate the information provided the evaluation committee shall do due diligence on the bidder with the second lowest tender sum. If the bidder authenticates the information provided then he shall be recommended for award of tender. If the bidder cannot authenticate the information provided the evaluation committee shall recommend for re- advertisement of the tender.

RECOMMENDATION

The most responsive bidder shall be recommended for award after authenticating the documents in the bid documents else the second most responsive bidder shall be recommended for award.

SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

FORM OF TENDER

_____ Date

Tender No. _____

To
The Principal
Kisii National Polytechnic
P.O. Box 222-40200 KISII

[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 (Kisii National Polytechnic).
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 _____

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 SECURING DECLARATION FORM

SECOND SCHEDULE

Tender-Securing Declaration Form
(r.22)

[The Bidder shall complete in this Form in accordance with the instructions indicated]

Date: [insert date (as day, month and year) of Bid submission] Tender No. [insert number or bidding process]

To: [insert complete name of Purchaser]

We, the undersigned, declare that:

1. We understand that according to our conditions. Bids must be supported by a Bid-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in a contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date]. If we are in breach of our obligation under the bid conditions, because we -
 - (a) have withdrawn our Bid during the period of bid validity, specified by us in the Bidding Data sheet: or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity.
 - (i) Fail or refuse to execute the Contract, if required, or
 - (ii) Fail or refuse to furnish the Performance security, in accordance with the ITT.
3. We understand that this Bid securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
 - (i) our receipt of a copy of your notification of the name of the successful Bidder: or
 - (ii) twenty days after the expiration of our Tender.

We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the name of all future partners as named in the letter of intent.

Signed: [insert signature of person whose name and capacity are shown] in the capacity of [insert legal capacity of person signing the Bid Securing Declaration] Name: [insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder] Dated [insert date of signing]

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 Kisii National Polytechnic](Hereinafter called —the Bank) are bound unto...
..... [Name of Kisii National Polytechnic](Hereinafter called —Kisii National Polytechnic
l) in the sum of for which payment well and truly to be made to the said Kisii National Polytechnic,
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 Kisii National Polytechnic 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 Kisii National Polytechnic up to the above amount upon receipt of its first written demand, without Kisii National Polytechnic having to substantiate its demand, provided that in its demand Kisii National Polytechnic 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 Kisii National Polytechnic]

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)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[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 Kisii National Polytechnic 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 institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to Kisii National Polytechnic 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 thereunder or of any of the Contract documents which may be made between Kisii National Polytechnic 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 and 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]

CONTRACT FORM

THIS AGREEMENT made the day of 20 between... [Name of procurement entity] of
..... [Country of Procurement entity](Hereinafter called — Kisii National
Polytechnic of the one part and [Name of tenderer] of
.....
[City and country of tenderer](Hereinafter called —the tenderer) of the other part.

WHEREAS Kisii National Polytechnic 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 specification;
 - (d) The general condition of the contract;
 - (e) The special conditions of the contract; and
 - (f) Kisii National Polytechnic 's Notification of Award.
3. In consideration of the payments to be made by Kisii National Polytechnic to the tenderer as hereinafter mentioned, the tenderer hereby covenants with Kisii National Polytechnic to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. Kisii National Polytechnic 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.

presence of _____ .

Signed, sealed, delivered by _____ the (for the Kisii National Polytechnic Signed, sealed,
delivered by the (for the tenderer) in the

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

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN APPLICANT AND
.....RESPONDENT (KISII
Technical Training Institute

Request for review of the decision of the (Name of Kisii National Polytechnic) of
.....dated the...day of20.....in the matter of Tender No of
.....20...

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 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 of
.....20.....

SIGNED
Board Secretary

