



Mitunguu Technical Training Institute



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TENDER FOR SUPPLY AND DELIVERY OF A 18 SEATER TOYOTA HIACE VAN FOR INSTITUTE

TENDER NO: MTTI/VAN/001/2021

CLOSING DATE: 3RD JUNE, 2021

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SECTION A: INVITATION TO TENDER

TENDER REF NO: MTTI/VAN/001/2021

TENDER NAME: TENDER FOR THE SUPPLY AND DELIVERY OF A 18 SEATER INSTITUTE VAN.

- 1.1 Mitunguu Technical Training Institute (MTTI) invites sealed bids from eligible candidates for the supply of a **18 Seater Luxury Institute Van** whose specifications are detailed in this Tender Document.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents from the Procurement office, Mitunguu Technical Training Institute, Meru County during normal working hours (8:00 a.m. to 5:00 p.m.) from Monday to Friday.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs.1, 000** in cash or Bankers cheque payable to the **Accounts Office**.
- 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 situated at the **reception** and be addressed to the **Principal, Mitunguu Technical Training Institute, P.O Box 64 Mitunguu**, so as to be received on or before **3rd June, 2021 at 10:00 a.m.** Prices quoted should be net inclusive of all taxes, branding, installation of music system, roof carrier, ladder and delivery and must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender.
- 1.5 Tenders will be **opened at 10:30 a.m. on the same day** in the presence of the candidates or their representatives who choose to attend, at the same venue.
Late bids will not be accepted.

SECTION B - 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 Tender document.
- 2.1.2 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 MTTI 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.
- 2.1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.
- 2.1.4 Tenderers must page number their tender documents.

2.2 Eligible Equipment

- 2.2.1 All Equipment 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 Equipment(s) are produced. Goods are produced when, through manufacturing, processing, substantial or 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 equipment 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 their tender, and M.T.T.I, 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 **Ksh.1000**.
- 2.3.3 M.T.T.I shall allow the tenderer to review the tender document free of charge before purchase.

2.4. Contents of 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) 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 their tender.

2.5 Clarification of Documents

- 2.5.1 A prospective tenderer requiring any clarification of the tender document may notify M.T.T.I 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 M.T.T.I. 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.

- 2.5.1 M.T.T.I 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, MTTI, 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, MTTI, 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 MTTI, 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.

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 equipment to be supplied, a brief description of the equipment, 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 equipment 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 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 M.T.T.I's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country.

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to M.T.T.I's satisfaction;

- (a) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (b) 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 clause-by-clause commentary on MTTI's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(b) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by MTTI's 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 MTTI'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 of 2% of the total price in the form of a bank or insurance guarantee.

- 2.14.2 The tender security is required to protect M.T.T.I against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7.
- 2.14.3 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 M.T.T.I and valid for **thirty (30) days** beyond the validity of the tender.
- 2.14.4 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by M.T.T.I as non-responsive, pursuant to paragraph 2.22.
- 2.14.5 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 M.T.T.I.
- 2.14.6 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.
- 2.14.7 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by MTTI 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 Tender document after the date of tender opening prescribed by M.T.T.I, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by MTTI as non-responsive.

2.15.2 In exceptional circumstances, M.T.T.I 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 Tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended 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 Principal,
Mitunguu Technical Training Institute
P.O. Box 64, Mitunguu.**

(b) Bear, TENDER FOR THE SUPPLY AND DELIVERY OF AN INSTITUTE VAN (MTTI/VAN/001/2021), and the statement: “DO NOT OPEN BEFORE, 3RD JUNE, 2021”

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, M.T.T.I 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 MTTI at the address specified under paragraph 2.17.2 not later than **3RD JUNE, 2021 at 10:00 AM.**

2.18.2 M.T.T.I 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 M.T.T.I 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 M.T.T.I 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

2.20 Opening of Tenders

2.20.1 M.T.T.I will open all tenders in the presence of tenderers' representatives who choose to attend on **3RD JUNE 2021, at 10:00 A.M.**

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

2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as M.T.T.I, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 M.T.T.I 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 M.T.T.I 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 MTTI in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

- 2.22.1 MTTI 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 MTTI 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 effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 MTTI 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. MTTI'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 MTTI and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Evaluation and Comparison of Tenders

2.23.1 MTTI will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22.

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 Contacting MTTI

2.24.1 Subject to paragraph 2.21 no tenderer shall contact MTTI on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.24.2 Any effort by a tenderer to influence MTTI in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.25 Award of Contract

(a) Post-qualification

2.25.1 In the absence of pre-qualification, MTTI 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.

2.25.2 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 MTTI deems necessary and appropriate.

2.25.3 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 MTTI will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) **Award Criteria**

2.25.4 MTTI 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.

(c) **MTTI's Right to Vary quantities**

2.25.5 MTTI 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) **MTTI's Right to accept or Reject Any or All Tenders**

2.25.6 MTTI 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 its action.

2.26 Notification of Award

2.26.1 Prior to the expiration of the period of tender validity, MTTI will notify the successful tenderer in writing that its tender has been accepted.

2.26.2 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.

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

2.27 Signing of Contract

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

2.27.2 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.

2.27.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to MTTI.

2.28 Performance Security

2.28.1 Within Thirty (30) days of the receipt of notification of award from MTTI, 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 MTTI.

2.28.2 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 MTTI may make the award to the next lowest evaluated Candidate or call for new tenders.

2.29 Corrupt or Fraudulent Practices

2.29.1 MTTI 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 MTTI, 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 MTTI of the benefits of free and open competition.

2.29.2 MTTI 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.

2.29.3 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 1 to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The tender is eligible to all vehicles suppliers who are approved Toyota Kenya dealer.
2.14.1	A tender security of 2% of the total price value in form of a bank or insurance guarantee valid for 150 days.
2.15.1	The tender will be valid for 90 days after the tender opening date
2.18.1	The closing/opening date will be 3RD JUNE, 2021 at 10:00 AM.
2.29.1	MTTI requires that tenderers observe the highest standard of ethics during the procurement process.

Appendix 2

Mandatory Requirements for tenderers;

- Certificate of Incorporation or Registration
- Tax Compliance Certificate
- Pin Certificate
- Detailed Company Profile
- Complete Confidential Business Questionnaire, and
- Bid Bond of 2% from a recognized Bank or Insurance firm approved by PPRA.

SECTION C: 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 MTTI 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 Equipment/Goods” means the 18 seater luxury institute van, which the tenderer is required to supply to MTTI under this Contract.
- (d) “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 MTTI for the procurement of goods.

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were manufactured or produced.

3.3.2 The origin of Goods 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 MTTI'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 MTTI 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 MTTI'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 MTTI and shall be returned (all copies) to the MTTI on completion of the Tenderer's performance under the Contract if so required by MTTI.

3.6 Patent Rights

- 3.6.1 The tenderer shall indemnify MTTI 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 MTTI'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 MTTI 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 MTTI 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 MTTI 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 MTTI, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by MTTI 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 MTTI or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. MTTI 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 MTTI.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, MTTI 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 MTTI.
- 3.8.4 MTTI'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 MTTI or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 Delivery and Documents

- 3.10.1 Delivery of the Equipment shall be made by the tenderer in accordance with the terms specified by MTTI in its Schedule of Requirements and the Special Conditions of Contract.

3.11 Insurance

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

3.12 Payment

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

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

3.13 Prices

3.13.1 Prices charged by the tenderer for equipment 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.

3.14. Assignment

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with MTTI's prior written consent.

3.15 Subcontracts

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

3.16 Termination for default

3.16.1 MTTI 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 MTTI.

- (b) If the tenderer fails to perform any other obligation(s) under the Contract.
- (c) If the tenderer, in the judgment of MTTI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.16.2 In the event MTTI 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 MTTI for any excess costs for such similar goods.

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

3.18.1 MTTI and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract.

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION D - TECHNICAL SPECIFICATIONS

Notes

1. The 18 seater luxury van shall be delivered as per specifications.
2. The van shall be supplied within 45 days from the date of contract signing. Delivery point will be Mitunguu Technical Training Institute.

Cod e	Item description	Qty required	Unit price	Day to deliver	Brand	Country of origin	Remarks
1.	<p>New local assembly, Luxury Toyota Hiace, institution van, manual transmission, 18 reclining seats with provision for passenger document pouch, Front & rear AC, long wheel base with a 2.5 L turbo diesel propelled Engine.</p> <p>Price should be inclusive of:</p> <ul style="list-style-type: none">➤ painting to be in preferred color theme and logo➤ speed governor➤ Safety belts➤ Ladder and roof rack➤ Good music system with CD/USB slot, two speaker front, four speakers passenger section and passenger phone charging ports➤ Safety triangles➤ Fire extinguisher & a First Aid Kit➤ Front & Rear spoilers						

Tender's name _____

Authorized signature _____

Date and official stamp _____

DETAILED TECHNICAL SPECIFICATION

SPECIFICATION	REQUIREMENT	TENDERER'S
MAKE	-	
MODEL	-	
COUNTRY OF ORIGIN	-	
MANUFACTURER'S LITERATURE, AUTHORITY AND SPECIFICATIONS SUPPLIED	Yes (Mandatory)	____(Y/N)
1. GENERAL		
a) A Standard production, 4 door van, of latest design, in current production.	Yes, Yes, Yes	____(Y/N)
b) Supplied new, unused.	Yes	____(Y/N)
c) Designed to heavy duty export specifications, suitable of operating in tropical conditions	Yes, Yes	____(Y/N)
d) Suitable for passenger transportation over paved and un-paved (rough) roads.	Yes	____(Y/N)
e) To seat 18 adult passengers comfortably.	Yes	____(Y/N)
2. MEASUREMENTS		
a) Overall length, approx.	5.380mm	----- mm
b) Overall width, approx.	1.880mm	----- mm
c) Overall height, approx.	2.285mm	----- mm
d) Wheelbase, approx.	-----	----- mm
e) Max. G.V.W, approx.	-----	----- mm
f) Kerb weight, approx.	-----	----- mm
g) Passenger room height, min.	-----	----- mm
3 ENGINE		
a) Make		Toyota
b) Model	-	Toyota hiace high roof
c) Country of origin	a	japan
d) Engine performance curves supplied.	Yes	
e) Engine type, Diesel	Yes	2.5,2KD –FTV(HIGH)4 CYLINDER 16V DOHC

SPECIFICATION	REQUIREMENT	TENDERER'S
f) 4 Stroke, water cooled.	Yes, Yes	
g) Piston displacement range.	2494cc	
h) Number of cylinders, min	-	----- no.
i) Maximum power output, (KW/rpm), min.	75KW/3600rpm	----- (KW
j) Maximum torque developed, (NM/rpm), min	260Nm/16000-2400rpm	-----Nm rpm
k) Air filter, disposable/oil bath	standard	-----
l) Oil and fuel filter type	Diesel	
m) Average fuel consumption (on full load) at:		
n) Fuel tank capacity, approx.	70 liters	
4. CLUTCH AND TRANSMISSION		
a) Clutch, coil spring type, dry single plate,	Dry, single plate with	_ _
	Diaphragm 325 mm spring	
b) All synchromesh gearbox.	Yes	_ (Y/N)
	Hydraulic Control	
c) Gear speeds, min	-	
d) Drive configuration.	-	
i) Urban driving		-----Km/l
ii) Steady 50Km/h	specify	Km/l
iii) Steady 80Km/h	specify	Km/l
5. BRAKES AND TYRES		
a) Brakes, hydraulic actuation.	Yes, Yes	_ (Y/N)
b) Mechanical parking brake, to act on rear wheels	Yes	_ (Y/N)
c) Locally available single purpose tires	Yes	_ (Y/N)
d) Optimum tire size	Large wheel	

SPECIFICATION	REQUIREMENT	TENDERER'S
6. SUSPENSION AND STEERING		
a) Independent, heavy duty front and rear suspension	Yes, Yes	_ (Y/N)
b) Heavy duty leaf and coil springs with Hydraulic (telescopic) shock absorbers.	standard	
c) Assisted steering	Yes	_ (Y/N)
d) Right Hand drive steering	Yes	_ (Y/N)
7. ELECTRICAL SYSTEM AND INSTRUMENTS		
a) System voltage, negative earth, with alternator charging	24V, Yes, Yes	_ (Y/N)
b) Battery capacity, approx.	12V	_ AH
c) Full lighting to conform to Cap 403 Subs.23-Kenya Traffic Act.	Yes	_ (Y/N)
d) Standard instruments and gauges (or warning lights) for charging circuit, oil pressure, coolant temperature etc.	Yes	_ (Y/N)
e) Fabricated extra back and front lights	Yes	_ (Y/N)
8. EQUIPMENT (ACCESSORIES)		
a) Vehicle to be fitted with electronic speed governor with recorder.	Mandatory	_ (Y/N)
b) Governor to limit maximum speed to 80km/hr	Mandatory	_ (Y/N)
c) Governor to be tamper proof	Mandatory	_ (Y/N)
d) Governor to be inspected by CM&TE, before Delivery.	Mandatory	_ (Y/N)
e) Heavy duty front fender, fitted	Yes	_ (Y/N)
f) Jack, wheel brace and manufacturer's standard tools, supplied.	Yes	_ (Y/N)
g) Sun visors supplied 2 no.	Yes	_ (Y/N)

SPECIFICATION	REQUIREMENT	TENDERER'S
h) Rear view mirrors supplied 2no. External, 1no. Internal.	Yes	_ (Y/N)
i) FM, MW, SW radio, music system fitted.	Yes	_ (Y/N)
j) DVD/USB player fitted.	Yes	_ (Y/N)
k) Any other equipment supplied.	specify	
9. BODY CONSTRUCTION		
GENERAL		
a) Manufacturer's specifications and detailed engineering drawings (Showing seating arrangement etc) of body supplied.	Yes (MANDATORY)	(Y/N)
b) Body construction and other fitments to comply with CAP 403- Kenya Traffic Act.	Yes, (MANDATORY)	(Y/N)
c) All body construction and installation to comply with the chassis manufacturing specifications	Yes, (MANDATORY)	(Y/N)
10. BODY CONSTRUCTION DETAILS		
a) To be built on a standard van chassis	Yes, (MANDATORY)	
b) The off-side door on the cabin to be permanently locked	Yes	Y/N
c) Body cross bearers of pre-stressed channel sections 50x50x4.5mm equally spaced convenient for door and wheel.	Yes	Y/N
d) Body to be mounted onto the chassis by equally spaced pre-stressed channel sections convenient for door and wheels.	Yes	Y/N

SPECIFICATION	REQUIREMENT	TENDERER'S
g) Roof sticks of box sections and curved to give an internal radius to pillars of 300mm	Yes	Y/N
h) Roof reinforced by angle/top hat iron longitudinal sections min.	3 no.	Y/N
i) External panel to be of light alloy material while the interior is plywood covered by formica	external panel thickness, 1mm	
k) Floor covered with non-slip chequered alloy plate.	Yes	(Y/N)
l) All inspection covers on floor to be of close fit secured by locks and of adequate dimensions for access to units for maintenance	Yes	
p) Lockable boot (with keys) located at rear for the spare wheel, jack and tool kit with a runner and dust seal to keep away rain.	Yes	
11. DOORS, SEATS, WINDOWS, BODY FINISHING ETC.		
c) Mild steel non-slip chequered steps provided for the passenger door.	Yes	(Y/N)
d) Lockable driver door to open outwards with suitable non-slip steps provided for easy access	Yes	(Y/N)
e) All seats to have safety belts that conform to the KEBS standard No. 06664 of 1985.	Yes Mandatory	(Y/N)

SPECIFICATION	REQUIREMENT	TENDERER'S
g) All seats cushioned and covered with hard	Mandatory	(Y/N)
Seating cushion and back rest foam thickness,	100mm, 50mm	(Y/N)
h) All seats fitted with integral head rests and	Yes	(Y/N)
i) Seat spacing between rows, approx.	750mm	
entire length of van.		
l) All windows to be clear	Yes	(Y/N)
High gloss finish colour	Yes	(Y/N)
p) Engine hood to be heat resistant	Yes	(Y/N)
12. ELECTRICAL SYSTEM, ACCESSORIES		
a) Adequate fluorescent tube lighting for passenger deck, with switch operated by driver.	Yes	(Y/N)

SPECIFICATION	REQUIREMENT	TENDERER'S
c) Each windscreen piece to have its own wiper.	Yes	(Y/N)
d) 2 No. external and 1 No. internal view mirrors fitted.	Yes	(Y/N)
e) 2 No. sun visors fitted	Yes	(Y/N)
f) Chevrons and reflectors fitted at rear.	Yes, Yes	(Y/N)
Reflective strip and reflectors at front.		
g) 1 No. suitably positioned fire extinguisher supplied	Yes	(Y/N)
h) 1 No. First aid kit fitted.	Yes	(Y/N)
13. BODY WARRANTY		
a) Specimen of vehicle/body warranty to be submitted when tendering	Yes	(Y/N)
		(Y/N)
b) Warranty duration:	Min- 12 Months or 40,000 Km whichever	(Y/N)
OTHER REQUIREMENT		
Van to be registered by the Registrar of Motor Vehicles.	Yes, (Mandatory))	(Y/N)
Van should be glossy white and bear Institution logo.	Yes	(Y/N)
Vehicle/van will be inspected by the Chief Mechanical and Transport Engineer, prior to delivery to the user.	Yes, (Mandatory)	(Y/N)
Franchise holder (representative in Kenya).	Yes	(Y/N)
If not, specify relationship with franchise holder.	Specify whether	----- ----
Availability of spare parts.	agent/dealer cate motor vehicle dealers who stock	----- ---- -----

SPECIFICATION	REQUIREMENT	TENDERER'S
Names and addresses of dealers/agents where back-up service can be obtained indicating the location of the workshops facilities.	Specify	----- -----
Body construction and all fitments to conform to CAP 403, Kenya Traffic Act.	Yes (Mandatory)	(Y/N)
NTSA standards Ks 372:2014	Yes (Mandatory)	(Y/N)

SECTION E - PRICE SCHEDULE FOR GOODS

Item	Description	unit	Quantity	Unit price	Total Price
1	New 18 seater luxury Institute van Vat & other taxes	No.	<u>1</u>		
	GRAND TOTAL COST INCLUSIVE OF VAT AND ALL TAXES TRANSFERRED TO THE TENDER FORM				

Signature of tenderer _____

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

SECTION F - 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. 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.
4. 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 MTTI.

6.1 **FORM OF TENDER**

Date _____

Tender No. _____

To: _____

[name and address of MTTI]

Gentlemen and/or Ladies:

1. Having examined the tender documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the 51 seater semi-luxury institute van, for the sum of in conformity with the said tender documents _____ for _____ the _____ sum _____ of Kshs.....
..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver the 51 seater semi-luxury Institute van in accordance with the delivery schedule specified.

4. We agree to abide by this Tender for a period of days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[Signature]

[In the capacity of]

Duly authorized to sign tender for an on behalf of _____

6.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:	
Business Name	
Location of business premises.	
Plot No.....	Street/Road
Postal Address Tel No. Fax E mail	
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			
	<ul style="list-style-type: none"> 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- 37			

	Nominal Kshs.			
	Issued Kshs.			
	Given details of all directors as follows			
	Name	Nationality	Citizenship Details	Shares
	1.....			
	2.			
	3.			
	4.			
	5.			
	Date Signature of Candidate			

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

TENDER SECURITY FORM

Whereas [*name of the tenderer*]

(hereinafter called “the tenderer”) has submitted its tender dated [*date of submission of tender*] for the supply and delivery of a **18 seater luxury Institute van** (hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called “the Bank”), are bound unto MTTI the sum of (2% tender price)..... for which payment well and truly to be made to the said MTTI, 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 MTTI 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 MTTI up to the above amount upon receipt of its first written demand, without MTTI having to substantiate its demand, provided that in its demand MTTI will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

*[signature of the bank]*_____

(Amend accordingly if provided by Insurance Company)

6.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20_____ between [name of Procurement entity) of [Country of Procurement entity] (Hereinafter called “MTTI) of the one part and [name of tenderer] of [City and country of tenderer] (hereinafter called “the tenderer”) of the other part;

WHEREAS MTTI invited tenders for the supply of Semi –Luxury Body 51 Seater Institute van and has accepted a tender by the tenderer for the supply of those goods in the sum of [Contract price in words and figures] (Hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

- (a) The Tender Form and the Price Schedule submitted by the tenderer
- (b) The Schedule of Requirements
- (c) The Technical Specifications
- (d) The General Conditions of Contract
- (e) The Special Conditions of contract; and
- (f) MTTI’s Notification of Award

3. In consideration of the payments to be made by MTTI to the tenderer as hereinafter mentioned, the tender hereby covenants with MTTI to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. MTTI hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the MTTI

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

Director _____ Date _____

6.5 PERFORMANCE SECURITY FORM

To

[name of MTTI]

WHEREAS *[name of tenderer]* (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 20 _____ to *[description of goods]* (hereinafter called “the Contract”).

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

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

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

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

Signed and seal of the Guarantors _____

[name of bank or financial institution] _____

[address]

[date]

6.6 MANUFACTURER'S AUTHORIZATION FORM

To [name of the MTTI]

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.

6.7 LETTER OF NOTIFICATION OF AWARD

Address of MTTI

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

6.8 FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*MTTI*)

Request for review of the decision of the..... (*Name of the MTTI*) ofdated the...day of
.....20.....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.
- 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 of
.....20.....

SIGNED

Board Secretary

