



**MINISTRY OF AGRICULTURE, LIVESTOCK, FISHERIES AND THE COOPERATIVES
STATE DEPARTMENT FOR FISHERIES, AQUACULTURE AND BLUE ECONOMY
AQUACULTURE BUSINESS DEVELOPMENT PROGRAMME (ABDP)**

IFAD LOAN NO: 2000002052 - Aquaculture Business Development Programme

SPECIFIC PROCUREMENT NOTICE

Country: Kenya
Project: Aquaculture Business Development Programme

Contract Title: Supply of Equipment & Consumables For Laboratories and Surveillance Equipment for ABDP Programme

Financing 2000002052
Agreements:
NCB Reference No: Supply and Delivery of Equipment & Consumables for Laboratories and Surveillance Equipment for ABDP Programme
MOALF/SDFA&BE/ABDP/NCB/2020-2021/006

ISSUED ON: DECEMBER 4,2020

TENDER CLOSING DATE: January 4, 2021, 11.00 AM EAT

TENDER OPENING TIME: January 4, 2021, 11.30 AM EAT

MOALF/SDFA&BE/ABDP/NCB/2020-2021/004

TENDER NOTICE

Aquaculture Business Development Programme (ABDP) is a partnership between the Government of Kenya and the International Fund for Agricultural Development (IFAD). The Programme is expected to be completed in April 2026. It is implemented by Ministry of Agriculture, Livestock, Fisheries and Cooperatives and supervised by IFAD, to increase the incomes, food security and nutritional status of the wider communities of poor rural households involved in aquaculture in the targeted Counties, with progress indicated by the percentage of beneficiaries reporting increased annual net income and the percentage increase in national annual fish consumption.

The Programme intends to use proceeds of the loan to procure **Equipment & Consumables** for accreditation and certification of laboratories in Kisumu and Sagana for conducting Fish Quality Assurance Services and **Surveillance Equipment** for County Fisheries Extension Officers for conducting fish surveillance at county level.

The bidding will be conducted through National Competitive Bid (NCB) and is open to all bidders who are registered and doing business in Kenya.

Interested eligible Bidders may inspect the bidding document at the ABDP Offices situated on IFAD building off Kamakwa Road Nyeri before the tender closing date within working hours from 8.30 am to 4.30 pm on Mondays to Fridays, except on public holidays.

Prospective bidders may also download the tender document from the Procuring entity website www.kilimo.go.ke and programme website: www.abdpcu.org free of charge.

Bidders who download the tender document from the website MUST forward their particulars immediately via email to procurement@abdpcu.org. This is for records and any further tender clarifications and addendum where necessary. The particulars should include name of firm, postal address, telephone number, e-mail address, tender number and tender name.

The original and one copy of the tender document, all inserted in one outer envelope and clearly marked with the tender number **MOALF/SDFA&BE /ABDP/NCB /2020-2021/006** must be delivered to and dropped in the tender box situated on Reception Area of Aquaculture Business Development Programme Nyeri, off Kamakwa Road, Opposite Nyeri Golf Club and addressed as follows:

**The Programme Coordinator,
Aquaculture Business Development programme
P.O. Box 904-10100,
Nyeri**

Bids can also be sent by courier to reach the above address on or before: **Monday January 4, 2021 at 11.00 AM EAT**

MOALF/SDFA&BE/ABDP/NCB/2020-2021/004

Tenders will be opened **on Monday January 4, 2021 at 11.30 am** at ABDP Board Room. Due to the COVID-19 containment measures announced by government, there will be no public participation in tender opening. However, bidders may request for a copy of the tender opening minutes after 24 hours from the opening time.

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SECTION I : INVITATION TO TENDER

Date: December 4, 2020

TENDER REF NO. MOALF/S DFA & BE/ABDP/NCB/2020-2021/006

TENDER NAME: Supply and Delivery of Equipment & Consumables for Laboratories and Surveillance Equipment for ABDP Programme

1.1 The Aquaculture Business Development Programme (ABDP) invites sealed bids from eligible bidders from Kenya for **Supply and Delivery of Equipment & Consumables for Laboratories and Surveillance Equipment for ABDP Programme** as per the specification provided in the bid document and quantities as follows:

No	Item Description	Quantity
1.	Laboratory Equipment and Consumables	
	Mini-Centrifuge (Cubee)	3 Sets
	Nucleic Acid Analyzer (4 Throughout).	3 Sets
	Micropipette (1000 µL)	3 Sets
	Micropipette (50 µL)	3 Sets
	1.5 ML Microcentrifuge Tubes (500 pcs/bag)	6 Bags
	1000 µL Filter tips (100 pcs/box)	6 Boxes
	200 µL Filter tips (96 pcs/box)	6 Boxes
	Vortex	3 Sets
	Sterile 1.7 mL microfuge tubes	3 Packets
	Micro-centrifuge racks	15 Sets
	Reagents	
	TiLV Reagent set (48Rxns/Set), Including 1 PetNAD Co-prep and R-Tubes (48).	6 Sets
	Phosphate Buffered Saline	3 Bottles
	Equipment	
	Rotary microtome.	3 Sets
	Multiparameter Water Quality Meter	3 Sets
	Dissecting Kit	3 Sets
2.	Equipment for Surveillance	
	Portable Microbiological water Testing Kit	22

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **Aquaculture Business Development Programme (ABDP) located off Kamakwa Road Nyeri** during normal working hours.

1.3 Further, a complete set of the tender document may also be obtained by interested candidates free of charge from the procuring entity website www.kilimo.go.ke

- 1.4 Bidders who download the tender document from the website MUST forward their particulars immediately via email to procurement@abdpcu.org. This is for records and any further tender clarifications and addendum where necessary. The particulars should include name of firm, postal address, telephone number, e-mail address, tender number and tender name.
- 1.5 All requests for clarification must be done through the said e-mail and/or in writing (through a letter - Hard Copy Only) addressed and delivered to the address below, seven (7) days before the deadline for submission of tenders.

Programme Coordinator
Aquaculture Business Development Programme
P.O. Box 904-10100,
Nyeri
Email: procurement@abdpcu.org

- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and deposited in the Tender Box at ABDP offices Nyeri) or be addressed to

**Aquaculture Business Development Programme (ABDP),
P.O. Box 904-10100
Nyeri**

to be received on or before Monday, **January 4, 2021 at 11.00am**

- 1.7 Bidders are required to sequentially serialize their documents. The Procuring entity will not take liability of any missing pages of the bidder's document.
- 1.8 The items are divided into two Categories/Lots
- a) Lot I: Laboratory Equipment and Consumables
 - b) Lot II: Surveillance Equipment (Portable Microbiological Water Testing Kit)
- 1.9 Bidders shall quote for the lot that they are competent to supply and deliver. Bidders may participate in all the two Lots.
- 1.10 Tenders will be opened immediately thereafter **at 11:30 am** at the ABDP Board Room. Due to the containment measures announced by Government (Ministry of Health), Vendors or their representatives will not be allowed to attend the tender opening. However, bidders may request for a copy of the opening minutes at least 24 hours after the deadline.
- 1.11 The contract shall be awarded to the Bidder whose bid will be determined to be the lowest evaluated as per section 86 (1) (a) of the Public Procurement and Asset Disposal Act 2015 and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

1.12 The awarded Supplier(s) shall be expected to deliver the goods to the following Locations:

No.	Item Description	Delivery Location
1	Equipment and Consumables for Laboratories	Kisumu and Sagana
2.	Surveillance Equipment	ABDP Offices in Nyeri

SECTION II: INSTRUCTIONS TO TENDERERS

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements under 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 specifications and other documents to be used for the procurement of the Fingerlings.
- 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 from eligible 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 tender document for supply of the goods is free of Charge.
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set criteria shall be considered for award of contract.

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 three (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; and
- (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 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 specific delivery locations as indicated in 1.12.

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 120 days from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

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

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country/County 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 produce, the tenderer has been duly authorized by the goods' producer to supply the goods; and
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract.

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 certification.

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; and
- (b) 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.

2.14 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 non-responsive, 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 120 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the 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 Tenderer shall prepare one original and 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 the two 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 January 4 **2021, 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 no later than **Monday, January 4, 2021, 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 Nyeri (**Monday January 4, 2021, 11.30am**) and in the location specified in the Invitation to Tender.

The tenderers' may request the copy of the tender opening report after 24 hours of closing since they will not be allowed to attend the opening.

- 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 the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 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.

TENDER EVALUATION CRITERIA

After tender opening, the tenders will be evaluated in 4 stages, namely:

1. Determination of Responsiveness (Mandatory Requirements);
2. Detailed Technical Examination;
3. Financial Evaluation; and
4. Post Qualification

2.22 Preliminary Examination

- 2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether required sureties and eligibility documents have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will not be rectified as per section 82 of the Public Procurement and Asset Disposal Act. The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or the procuring entity.
- 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 effect 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 day 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

2.25 Preference

- 2.25.1 The materials *must be* locally produced.

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

POST-QUALIFICATION

After determining the lowest-evaluated bid in accordance with ITT 2.24, the Procuring entity shall carry out post qualification of the Bidder in accordance with this section, using only the requirements specified. This will involve authentication of the eligibility, technical and financial capacity documentations provided by the bidder before award. The criteria of post qualification will be on YES/NO basis.

AWARD CRITERIA

- 2.27.1 The Procuring entity will award the contract to the successful tenderers whose tender will have been determined to be substantially responsive after the financial evaluation and has been determined to be the lowest evaluated tender, provided further that the tenderers will be determined to be qualified to perform the contract satisfactorily.

Procuring Entity's Right to Vary Quantities

- 2.27.2 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

Procuring Entity's Right to accept or Reject any or All Tenders

2.27.3 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. The procuring entity shall give prompt notice of the termination to the tenderers and give its reasons for termination.

2.28 Notification of Award

2.28.1 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.

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

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1 At the same time as 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.

2.29.2 The parties to the contract shall have it signed within 14 days from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within thirty (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

2.30.1 Within Thirty (14) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

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

2.31 Corrupt or Fraudulent Practices

2.31.1 The Revised IFAD Policy on Preventing Fraud and Corruption in Its Activities and Operations (hereinafter, the "Revised Policy") applies to individuals and entities that

receive, apply to receive, are responsible for the deposit or transfer of, or take or influence decisions regarding the use of proceeds from IFAD financing or financing managed by IFAD, including, but not limited to, implementing partners, service providers, contractors, suppliers, subcontractors, sub-suppliers, bidders, consultant and any of their agents or personnel (all such individuals and entities are collectively referred to as "Third Parties" or "Third Party"). Pursuant to the Revised Policy, Third parties shall refrain from engaging in the following practices, which are considered to be prohibited practices when engaged in connection with an IFAD-financed and/or IFAD-managed operation or activity:

- (i) a “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;
- (ii) a “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;
- (iii) a “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;
- (iv) a “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of that or another party;
- (v) an “obstructive practice” is
 - (a) deliberately destroying, falsifying, altering or concealing evidence that may be material to an investigation by IFAD or making false statements to investigators in order to materially impede an investigation by IFAD;
 - (c) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by IFAD or from pursuing such an investigation; and/or
 - (d) the commission of any act intended to materially impede the exercise of IFAD's contractual rights of audit, inspection and access to information, provided for under sub-clause 2.31.2 below.

2.31.2 In pursuance of this policy:

- (i) Third Parties shall disclose, in the course of a procurement process or any time thereafter, information relating to themselves or any of their key personnel concerning:
 - (a) Relevant criminal convictions, administrative sanctions and/or temporary suspensions;
 - b) Agents engaged in connection with a procurement process or the execution of

- a contract, including the commissions or fees paid or to be paid; and
- (c) Any actual or potential conflict of interest in connection with a procurement process or the execution of a contract;
- (ii) Third Parties shall promptly report to IFAD any allegations or other indications of prohibited practices that come to their attention by virtue of their involvement in an IFAD-financed and/or IFAD-managed operation or activity;
 - (iii) IFAD possesses jurisdiction to investigate allegations and other indications of prohibited practises and to impose sanctions on Third Parties for such practices in connection with an IFAD-financed and/or IFAD-managed operation or activity;
 - (iv) Third Parties shall fully cooperate with any investigation conducted by IFAD, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity and to have such accounts, premises, records and documents audited and/or inspected by auditors and/or investigators appointed by IFAD;
 - (v) Third Parties shall maintain all accounts, documents and records relating to an IFAD-financed and/or IFAD-managed operation or activity for a period of 3 (three) years after completion of the bid;
 - (vi) Should IFAD determine that a Third Party has engaged in any of the prohibited practices defined under sub-clause. 1 above, it may impose on the Third Party any of the administrative sanctions provided by the Revised Policy, Section F, (ii);
 - (vii) during the course of an IFAD review or investigation, or pending the conclusion of a sanctioning process, IFAD may decide, at any time, to temporarily suspend payments to a Third Party or to temporarily suspend its eligibility to participate in IFAD-financed and/or IFAD managed operations and activities for an initial period of six (6) months, subject to a possible extension of that suspension for an additional period of six (6) months, as provided by the Revised Policy, Section F, (i);
 - (viii) public entities receiving IFAD financing or financing managed by IFAD and any of their agents or personnel and private entities receiving IFAD financing or financing managed by IFAD and any of their agents or personnel shall terminate or suspend the contract if such termination or suspension is required as a consequence of a temporary suspension or sanction imposed or recognized by IFAD;

2.31.3 furthermore, Third Parties' attention is drawn to IFAD's policy of unilaterally recognizing debarments imposed by other International Financial Institutions if such

debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1. Eligibility	<p>Eligible tenderers are firms that are registered in Kenya and are doing business in the category specified in the advertisement and invitation to bid.</p> <p>Successful tenderers shall complete the supply of goods by the intended completion date as specified in the Schedule of Requirements under Section VI. Maximum Delivery Period shall be four months (120 days)</p>
2.2 Eligible Goods	Tenders must indicate the Country of Origin of the Goods quoted for.
2.5 Clarification	Request for Clarification from bidder must be made not later than 7 days prior to tender closure. ABPD will respond to all request for clarification received within 3 days but not seven (7) days prior to the deadline for the submission of tenders. The email for clarification is procurement@abdpcu.org
2.4 Tender documents	<p>Additional forms to the tender document include:</p> <ol style="list-style-type: none"> 1. Self-Declaration that the Tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015. 2. Self-Declaration that the Tenderer will not engage in any corrupt or fraudulent practice.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.11 Tender Currency	Tender currency to be used shall be Kenyan Shilling
2.14.1 Tender Security	<p>Tenderers will be required to submit a tender security of Kenya Shilling as follows:</p> <p>Lot 1: Fifty Thousand Only (Kes.50, 000.00).</p> <p>Lot 2: Seventy Thousand Only (Kes. 70,000.00)</p> <p>The tender security shall be in the Form of a bank guarantee from a reputable bank in Kenya or guarantee issued by an insurance Company approved by Insurance Regulatory Authority (IRA) and Listed by Public Procurement Regulatory Authority (PPRA).</p>
2.15 Validity Of Tenders	Tenders shall be valid for a period of 150 days from the date of tender closing.
2.16 Format and Signing of Tenders	The Number of bids shall be one Original and One Copy
2.18.1 Tender Closing Date	Tender closes at 11:00am (East Africa Time) on Monday January 4, 2021.
2.24 Preliminary Evaluation	Eligible tenderers must provide all the mandatory requirements (preliminary evaluation) as indicated in the table below for evaluation Criteria. Non submission of any of the documents will lead to disqualification from the tender process.
2.27 Award of contract	The award of contract for supply of the goods shall be on LOT basis to the bidder with the lowest total cost and has been determined to be the lowest evaluated tender subject to prevailing market prices.
2.28 Notification	The successful bidder will be notified that they were successful, and the notification will constitute the formation of the contract if no bidder contests the tender. The notification window period shall be fourteen (14) days from the date of notification of

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	award.
2.30 Performance Security	<p>The amount of Performance Security shall be five percent (5%) of the contract price in the format of the Performance Security Form provided in the tender document in form of a bank guarantee drawn by a bank licensed and operating in Kenya.</p> <p>The successful tenderer shall provide the performance security within 14 days from the expiry of the notification window period and before signing the contract.</p>
2.31 Corrupt or Fraudulent Practices	ABPD reserves the right to suspend or cancel a tender if corrupt practices of any kind are discovered at any stage of the award process.

CRITERIA OF EVALUATION

a) Preliminary Examination (Mandatory Requirements)

Evaluation shall involve examination of the pre-qualification conditions as set out in the table below:

No	Requirements	Criteria
1.	Company Registration/Incorporation Certificate	YES/NO
2.	Power of Attorney Authorizing the signatory to the tender	YES/NO
3.	A Copy of tax compliance certificate valid at least up-to the date of tender opening	YES/NO
4.	Copy of a valid single business permit relevant for this tender.	YES/NO
5.	Complete audited financial statements for the period of 2017, 2018 and 2019 financial years. The statements must be certified by a Commissioner of Oaths.	YES/NO

6.	Dully filled Self Declaration Form that the tenderer is not debarred from participating in Public Procurement in Kenya.	YES/NO
7.	Dully filled Self Declaration Form that the tenderer will not engage in any corrupt or Fraudulent practices.	YES/NO
8.	Dully filled Confidential Business Questionnaire	YES/NO
9.	Dully completed Form of Tender	YES/NO
10.	Tender Security of Kes. 50,000.00 for Lot 1 and Kes. 70,000.00 for Lot 2. Tender Security has to be valid for thirty (30) days beyond the validity of the tender i.e. 180 days from the date of tender closing.	YES/NO
11	Dully completed, signed and stamped Price Schedule	YES/NO
12	Tender Validity Period of One hundred and Fifty (150) days from the date of tender closing	YES/NO

Note

The tenderers who do not satisfy any of the above requirements shall be considered Non-Responsive and their tenders will not be evaluated further.

b) Technical Evaluation/Requirements

The tender documents shall be examined to determine the tenderers experience and adequacy of resources to effectively carry out the subject contract. The bids will also be analyzed to determine compliance with General and Particular specifications for the goods as indicated in the tender document.

No	Requirements	Criteria
1	Experience and Technical Capacity	
I	Evidence of 3 contracts completed in the last three (3) years of similar nature and scope.	YES/NO
ii	Provide a minimum of three (3) award reference letters from the past contracts in (I) above stating the details of the contract, value and level of performance. The letters shall include Name and address of client including email address, telephone, and contact person.	YES/NO

2	Financial Capacity	
I	Turnover: Provide documentary evidence of LPOs/contracts completed with the annual turnover of: 1. Kes 5,000,000.00 for Lot 1; and 2. Kes. 6,000,000 for Lot 2 within the last three (3) years.	YES/NO
Ii	Current Financial Capacity: Provide evidence of current financial capacity to undertake the project by attaching company bank statement for the last six (6) months or credit line.	YES/NO
3.	Compliance to the Technical Requirements/Documents	
i.	Conformity to Specification: Detailed demonstration on compliance to the technical specifications as provided for in the tender document. Tenderers should provide brochures or detailed data of the goods to be supplied if awarded contract.	YES/NO
Ii	Warranty: Provide a one Year Warranty	YES/NO

Note

Tenderers who do not satisfy any of the above requirements shall be considered technically non-responsive and will not therefore be considered for Financial Evaluation.

c) Financial Evaluation

This will be carried out only for those tenders that have passed BOTH the Mandatory Examination and the Technical Evaluation. The evaluation shall be in two stages:

- i. Preliminary examinations; and
- ii. Tender sum Comparisons

i) Preliminary Examinations

The preliminary examination in the Financial Evaluation shall consider Arithmetic errors and comparison of rates. The bid shall be checked for arithmetic errors based on the unit costs and the total sums indicated in price schedule and the form of tender. Any bid with an error will be rejected at this stage as non – responsive.

ii) Tender sum Comparisons

The tender sums for those bids without arithmetic errors shall be ranked to establish the lowest evaluated responsive bidder that shall be considered for award.

d) Post Qualification

After determining the lowest-evaluated bid, the Procuring entity shall carry out post qualification of the Bidder in accordance with this section, using only the requirements specified. This will involve authentication of the eligibility, technical and financial capacity documentations provided by the bidder before award. The criteria of post qualification will be on YES/NO basis.

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SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) “The Contract” means the agreement entered 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 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 (14) 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 will 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

3.10 Delivery and Documents

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity 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 the Procuring entity as specified in the contract

3.13 Prices

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

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

3.14 Assignment

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

3.15 Subcontracts

- 3.15.1 The tenderer shall notify the Procuring entity 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 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
 - (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract
 - (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity 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, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum

deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

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

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

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV : SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract.

- 4.1 The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.
- 4.2 The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration
- 4.3 Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.4 Special conditions of contract as relates to the GCC

NO.	SPECIAL CONDITIONS OF CONTRACT
3.1.1 (d) Procuring Entity	Procuring entity in this tender means Aquaculture Business Development Programme (ABDP)
3.7.1 Performance Security	The performance security shall be 5% of Contract Price in the Form of a Bank Guarantee drawn by a bank licensed and operating in Kenya or an international bank recognized by the Central Bank of Kenya.
3.8 Inspection and tests	The procuring entity shall inspect the goods after delivery to ensure conformance to the specifications. Any goods that will not conform to the specifications shall be rejected and the Supplier shall replace them at his cost.
3.12.1 Payment Terms	Payment shall be 100 % on delivery and within thirty (30) days upon receipt of a certified invoice and delivery notes confirming that the invoiced material have been delivered to the final Destination and in accordance with the Contract.
3.13.2 Price Variation	Price variation upwards will not apply for this procurement. Prices to be quoted shall remain valid for 120 days from the from contract

		date.
3.17	Liquidated Damages	Liquidated damages shall be calculated using the prevailing mean commercial lending rate as determined by the Central Bank of Kenya as per section 140 (c) Of the Public Procurement and Asset Disposal Act, 2015. The total liquidated damages shall not exceed 10 % of the contract value. The contract will be considered cancelled if the liquidated damages exceeds this percentage.
3.18.1	Resolution of disputes	<ul style="list-style-type: none"> ▪ The provisions of the Arbitration Act, laws of Kenya shall apply. ▪ Arbitral language shall be English language. ▪ The seat of arbitration shall be Nairobi, Kenya. ▪ The dispute shall be heard and determined by a single arbitrator appointed by the parties thereto.

SECTION V: TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
 - (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

5.2 Particulars

Supply and Delivery of Equipment and Consumables for the Laboratories and Surveillance Equipment

1. Laboratory Equipment and Consumables for Kisumu & Sagana

Equipment and Consumables	Quantity
Mini-Centrifuge (Cubee)	3 Sets
Nucleic Acid Analyzer (4 Throughout) PCR Amplification Technology: Insulated isothermal polymerase chain reaction (iiPCR), Fluorescent Wavelength: 520 nm, Detection Target: DNA / RNA, Sensitivity: Up to 10 copies per reaction, Throughput: 1 - 4 samples per run, PCR Reaction Time: Approx. 45 minutes, Operating Temperature: 15 - 35°C	3 Sets
Micropipette (1000 µL)	3 Sets
Micropipette (50 µL)	3 Sets
1.5 ML Microcentrifuge Tubes (500 pcs/bag)	6 Bags
1000 µL Filter tips (100 pcs/box)	6 Boxes
200 µL Filter tips (96 pcs/box)	6 Boxes

MOALF/SDFA&BE/ABDP/NCB/2020-2021/004

Vortex	3 Sets
Sterile 1.7 mL microfuge tubes	3 Packets
Micro-centrifuge racks	15 Sets
Reagents	
TiLV Reagent set (48Rxns/Set), Including 1 PetNAD Co-prep and R-Tubes (48). Fluorescent Wavelength- 520 nm (FAM) Detection Target- DNA / RNA Throughput -1 - 4 samples per run PCR Reaction Time Approx. 45 minutes	6 Sets
Phosphate Buffered Saline	3 Bottles
Equipment	
Rotary microtome. Guide rail, screw mandrel, Ratchet rod disposal blade, Perfect performance to slice hard tissue, such as plastic, fibre, bone, plant, hair, alarm system. Range of slice thickness: 1~25µm.Division of thickness adjustment: Min 1µm, Error of precision of slice: ±10%. Area of section: Max. 40×30mm	3 Sets
Multiparameter Water Quality Meter Autostable, 5000 data set memory in Pro Plus with 100 user-defined sites and site names. Data Manager desktop software included, GLP Compliance Multiparameter (Temperature, Dissolved Oxygen, pH, ORP/Redox, Conductivity, TDS, Ammonia, Ammonium, Nitrate, Chloride, Built-in barometer/L-N, °F), Operating Temperature -10 to 60°C. DO Sensors	3 Sets
Dissecting Kit 100% stainless steel, satin finish tools, autoclaveable. stainless steel scalpel blades (not carbon steel), made in Sheffield contents: Professional Dissecting Kit Case, Scissors, iris, 115mm (4.5"), Maxima stainless, straight, Scissors, micro dissecting, 115mm, Maxima, stainless, curved, Scissors, operating, 150mm, Maxima, stainless, sharp/blunt, Scalpel handle, #4, 150mm (6"), Maxima, stainless, Scalpel blade (stainless, 1 #24 for use w/ #4 handle, Forceps, splinter, 115mm, straight, Maxima, stainless, Forceps, splinter, 115mm, curved, Maxima, stainless, Forceps, insect pinning, 125mm (5"), Maxima, stainless, Forceps, thumb dressing, 135mm, Maxima, stainless, Forceps, tissue, 2x3 teeth, 150mm, Maxima, stainless, Forceps, Halstead Mosquito, str., 125mm, Maxima, stainless, Forceps, watchmaker, straight, #5, 125mm, Maxima, stainless, Mall probe, 150mm (6"), Maxima, stainless	3 Sets

2. Surveillance Equipment

No.	Item Description	Comments	Quantity
1	<p>Portable Microbiological water Testing Kit Capacity: Dual incubators with consumables for 200 tests for Thermotolerant/ Faecal Coliforms or Total Coliforms. Optional Nutridisk capability for additional parameters including Faecal Streptococci and E. coli, Size & Weight 2x heavy duty field cases, each 555 x 428 x 211 mm, 12 kg (M), 11 kg (C)</p>	<p>This is needed for Testing water when environmental conditions change or when an outbreak or increase in waterborne disease occurs in ponds, dams, wells etc. Parameters: Thermo-tolerant or Faecal Coliforms and Total Coliforms</p>	22

SECTION VI: SCHEDULE OF REQUIREMENTS

Number	Description	Quantity	Delivery schedule in days/weeks from receipt of order
Lot One	Laboratory Equipment and Consumables		Four Months (120 days) from the date of contract signing.
1	Mini-Centrifuge (Cubee)	3 Sets	
2	Nucleic Acid Analyzer (4 Throughout).	3 Sets	
3	Micropipette (1000 µL)	3 Sets	
4	Micropipette (50 µL)	3 Sets	
5	1.5 ML Microcentrifuge Tubes (500 pcs/bag)	6 Bags	
6	1000 µL Filter tips (100 pcs/box)	6 Boxes	
7	200 µL Filter tips (96 pcs/box)	6 Boxes	
8	Vortex	3 Sets	
9	Sterile 1.7 mL microfuge tubes	3 Packets	
10	Micro-centrifuge racks	15 Sets	
Reagents			
11	TiLV Reagent set (48Rxns/Set), Including 1 PetNAD Co-prep and R-Tubes (48).	6 Sets	
12	Phosphate Buffered Saline	3 Bottles	
Equipment			
13	Rotary microtome.	3 Sets	
14	Multiparameter Water Quality Meter	3 Sets	
15	Dissecting Kit	3 Sets	
Lot Two	Equipment for Surveillance		
1	Portable Microbiological water Testing Kit	22	

Note

The tenderer shall indicate the proposed delivery time which shall be used as part of the evaluation criteria given in Section II – Instructions to tenderers.

SECTION VII: PRICE SCHEDULE FOR GOODS

Name of tenderer _____ Tender Number _____ Page _____ of _____

No	Item Description	Quantity	Unit Cost	Total Cost	Delivery Location
Laboratory Equipment and Consumables					
1	Mini-Centrifuge (Cubee)	3 Sets			Kisumu and Sagan
2	Nucleic Acid Analyzer (4 Throughout).	3 Sets			
3	Micropipette (1000 µL)	3 Sets			
4	Micropipette (50 µL)	3 Sets			
5	1.5 ML Microcentrifuge Tubes (500 pcs/bag)	6 Bags			
6	1000 µL Filter tips (100 pcs/box)	6 Boxes			
7	200 µL Filter tips (96 pcs/box)	6 Boxes			
8	Vortex	3 Sets			
9	Sterile 1.7 mL microfuge tubes	3 Packets			
10	Micro-centrifuge racks	15 Sets			
Reagents					
1	TiLV Reagent set (48Rxns/Set), Including 1 PetNAD Co-prep and R-Tubes (48).	6 Sets			
2	Phosphate Buffered Saline	3 Bottles			
Equipment					
1	Rotary microtome.	3 Sets			
2	Multiparameter Water Quality Meter	3 Sets			
3	Dissecting Kit	3 Sets			
Equipment for Surveillance					
1	Portable Microbiological water Testing Kit	22			Nyeri
Sub – Total					
VAT					
Grand Total					

Signature of tenderer _____

SECTION VIII: STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer. **(MUST BE FILLED)**
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents. **(MUST BE FILLED)**
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity **(MUST BE FILLED)**
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price **(N/A)**
5. Performance Security Form -The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity **(N/A)**
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank **(N/A)**
7. Manufacturers Authorization Form -When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent **(N/A)**
8. Self-Declaration Forms
 1. Self-declaration that the tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act, 2015 **(MUST BE COMPLETED/FILLED)**
 2. Self-declaration that the tenderer will not engage in any corrupt or fraudulent practices **(MUST BE COMPLETED/ FILLED)**

8.1 FORM OF TENDER

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by*(Procuring entity)*.

4. We agree to abide by this Tender for a period of *[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. 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 _____

MOALF/SDFA&BE/ABDP/NCB/2020-2021/004

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) which ever applied to your type of business. You are advised that it is a serious offence to give false information on this form.

<p>Part 1 – General:</p> <p>Business Name</p> <p>Location of business premises.</p> <p>Plot No..... Street/Road</p> <p>Postal Address Tel No. Fax E mail</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers Branch</p>
--

<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age</p> <p>Nationality Country of origin</p> <p>Citizenship details</p>																				
<p style="text-align: center;">Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table><thead><tr><th>Name</th><th>Nationality</th><th>Citizenship Details</th><th>Shares</th></tr></thead><tbody><tr><td>1.</td><td>.....</td><td>.....</td><td>.....</td></tr><tr><td>2.</td><td>.....</td><td>.....</td><td>.....</td></tr><tr><td>3.</td><td>.....</td><td>.....</td><td>.....</td></tr><tr><td>4.</td><td>.....</td><td>.....</td><td>.....</td></tr></tbody></table>	Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship Details	Shares																	
1.																	
2.																	
3.																	
4.																	

	Part 2 (c) – Registered Company																								
	Private or Public State the nominal and issued capital of company- Nominal Kshs. Issued Kshs. Given details of all directors as follows: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 35%;">Nationality</th> <th style="width: 40%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>5.....</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.....				2.....				3.....				4.....				5.....			
Name	Nationality	Citizenship Details	Shares																						
1.....																									
2.....																									
3.....																									
4.....																									
5.....																									
	DateSignature of Candidate																								

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

8.3 TENDER SECURITY FORM

Whereas [name of the tenderer](hereinafter called “the tenderer”) has submitted its tender dated [date of submission of tender] for the supply, installation and commissioning of[name and/or description of the equipment] (hereinafter called “the Tender”)
KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called “the Bank”), are bound unto [name of Procuring entity] (hereinafter called “the Procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

[signature of the bank] _____
(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between [*name of Procurement entity*] of [*country of Procurement entity*] (hereinafter called “the Procuring entity) of the one part and [*name of tenderer*] of [*city and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To

[name of Procuring entity]

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

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

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

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

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 MANUFACTURER’S AUTHORIZATION FORM

To *[name of the Procuring entity]*

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

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

[signature for and on behalf of manufacturer]

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

8.8 SELF DECLARATION FORMS

**(r47)
FORM SD 1**

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

Iof Post Office Boxbeing a resident ofin the Republic of do hereby make a statement as follows

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of(insert name of the Company) who is a Bidder in respect of Tender No..... for..... (insert tender title/description) for..... (insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....
(Title) (Signature) (Date)
Bidder Official Stamp

FORM SD2
SELF DECLARATION FORMS
SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN
ANY CORRUPT OR FRAUDULENT PRACTICE

Iof P O Boxbeing a resident of
.....in the Republicof do hereby make a statement as follows:

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of.....(insert name of the Company) who is a Bidder in respect of Tender No..... for(insert tender title/description) for (insert name of the Procuring entity) and duly authorized and competent to make this statement.

2 THAT the aforesaid Bidder its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board Management Staff and/or employees and/or agents of(insert name of the Procuring entity) which is the procuring entity.

3 THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board Management Staff and/or employees and/or agents of (name of the procuring entity).

4 THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.

5 THAT what is disposed to herein above is true to the best of my knowledge information and belief.

.....
(Title) (Signature) (Date)

Bidder s Official Stamp

8.9 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

MOALF/SDFA&BE/ABDP/NCB/2020-2021/004

8.10 FORM RB 1

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) 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 an order/orders that: -

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary