STANDARD FORMS

(i) **Form of Invitation for Tenders**

(ii) **Form of Tender**

(iii) **Letter of Acceptance**

(iv) **Form of Agreement**

(v) **Form of Tender Security**

(vi) **Performance Bank Guarantee**

FORM OF INVITATION FOR TENDERS

_____*[date]*

To: _____*[name of Contractor]*
_____*[Address]*

_____
_____

Dear Sirs:

Reference: _____*[Contract Name]*

You have been prequalified to tender for the above project.

We hereby invite you and other prequalified tenderers to submit a tender for the execution and completion of the above Contract.

A complete set of tender documents may be purchased by you from _____

_____
_____
[Mailing address, cable/telex/facsimile numbers].

Upon payment of a non-refundable fee of Kshs _____

All tenders must be accompanied by number of copies of the same and a security in the form and amount specified in the tendering documents, and must be delivered to

_____
_____
[address and location]

at or before *(time and date)*. Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend.

Please confirm receipt of this letter immediately in writing by cable/facsimile or telex.

Yours faithfully,

_____Authorised Signature

_____Name and Title

FORM OF TENDER

TO: *[Name of Employer)*……*[Date]* _____
……*(Name of contract)*

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of

Kshs----------*[Amount in figures]*Kenya ----------
----------*[Amount in words]*

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.

3. We agree to abide by this tender until _____*[Insert date],* and it shall remain binding upon us and may be accepted at any time before that date.

4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.

Dated this day of 20

Signature in the capacity of

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

duly authorized to sign tenders for and on behalf of
_____*[Name of Employer]*
of _____[*Address of Employer]*

Witness; Name _____

Address_____

Signature_____

Date___

LETTER OF ACCEPTANCE

[letterhead paper of the Employer]

…… *[date]*

To: _____
[Name of the Contractor]

_____
[address of the Contractor]

Dear Sir,

(subject)

This is to notify you that your Tender dated _____
for the execution of _____
[name of the Contract and identification number,as given in the Tender documents] for the Contract Price of Kshs. *[amount in figures]*[Kenya Shillings _____ *(amount in words)*] in accordance with the Instructions to Tenderers is hereby accepted.

The contract period will be ---------- weeks from the date of commencement which is _____

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents. You are to liase with the District Works Officer – Migori who is hereby appointed the Project Manager, from now on for all purposes of this Contract.
Meanwhile, the contract agreement documents are in the process of preparation and you will notified in due course they are ready for your signature.

Authorized Signature
……

Name and Title of Signatory
……

Attachment: Agreement

FORM OF AGREEMENT

THIS AGREEMENT, made the____day of_____20____
between _____ of[or whose registered office is situated at]_____
(hereinafter called "the Employer") of the one part AND
_____of[or whose registered office is situated at]_____
(hereinafter called "the Contractor") of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

_____

_____
(name and identification number of Contract) (hereinafter called "the Works") located at____*[Place/location of the Works*]and
the Employer has accepted the tender submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of Kshs_____
[*Amount in figures*],Kenya

Shillings_____
[*Amount in words]*.

_____

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 hereinafter referred to.

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

   (i) Letter of Acceptance

   (ii) Form of Tender

   (iii) Conditions of Contract Part I

   (iv) Conditions of Contract Part II and Appendix to Conditions of Contract

   (v) Specifications

   (vi) Drawings

   (vii) Priced Bills of Quantities

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works 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 thereto have caused this Agreement to be executed the day and year first before written.

SIGNED SEALED AND DELIVERED

By the said employer: _____

on behalf of the said Employer.

In the presence of : _____

(Name and Designation of Witness)

_____

_____

(Signature of Witness)

By the said Contractor: _____

Telephone No. _____

In the presence of : _____

(Name and Designation of Witness)

Telephone No. _____

_____

(Signature of Witness)

_____

(Address of witness

FORM OF TENDER SECURITY

TO:

WHEREAS ..... (hereinafter called "the Tenderer") has submitted his tender dated .....for the construction of ……
… .....*(name of Contract)*

KNOW ALL PEOPLE by these presents that WE ..... having our registered office at ..... (hereinafter called "the Bank"), are bound unto ..... (hereinafter called "the Employer") in the sum of Kshs .....for which payment well and truly to be made to the said Employer, 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 after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers Or

2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:

   (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, 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 Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

_____
_____
[date[[signature of the Bank]

_____
_____
[witness] [seal]

PERFORMANCE BANK GUARANTEE

To:___(*Name of Employer*) _____(Date)
_____(*Address of Employer)*

Dear Sir,

WHEREAS__(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No._dated_to execute _____(hereinafter called "the Works");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____
(*amount of Guarantee in figures*) Kenya
Shillings _____(*amount of* _____
Guarantee in words), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of
Kenya Shillings_____(*amount of Guarantee in words*)
as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank

_____

Address

_____

Date _____

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____*[name of Employer]* _____*(Date)*
_____*[address of Employer]*

Gentlemen,

Ref: _____*[name of Contract]*

In accordance with the provisions of the Conditions of Contract of the above-mentioned Contract, We,_____*[name and Address of Contractor]* (hereinafter called "the Contractor") shall deposit with _____ *[name of Employer]* a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs._*[amount of Guarantee in figurers]* Kenya Shillings_____*[amount of Guarantee in words]*.

We, _____[*bank or financial institution*], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____[*name of Employer*] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs [*amount of Guarantee in figures*] Kenya Shillings _____[*amou nt of Guarantee in words*], such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between _____[*name of Employer*] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

No drawing may be made by you under this guarantee until we have received notice in writing from you that an advance payment of the amount listed above has been paid to the Contractor pursuant to the Contract.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____(*name of Employer*) receives full payment of the same amount from the Contract.

Yours faithfully,
Signature and Seal ___

Name of the Bank or financial institution _____

Address

_____

Date

_____

Witness: Name:

_____

Address:

_____

Signature:

_____

Date:

_____

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer

……
……

2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)

……

3. Telephone number (s) of tenderer

……

4. Telex address of tenderer

……

5. Name of tenderer's representative to be contacted on matters of the tender during the tender period

……

6. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex)

……

……

_____

Signature of Tenderer

Make copy and deliver to: ……(*Name of Employer*)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c) and 2(d) whichever applies 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; Country/Town…….

Plot No ..... Street/Road
……

Postal Address ..... Tel
No……..

Nature of Business……..

Current Trade Licence No…… Expiring date……

Maximum value of business which you can handle at any time: K. pound……..

Name of your bankers……

Branch……
…

Part 2 (a) – Sole Proprietor

Your name in full…… Age……

Nationality…… Country of Origin……

Citizenship details ……

Part 2 (b) – Partnership

Give details of partners as follows:

Name in full	*Nationality*	*Citizenship Details*	*Shares*
1			
2			
3.			

Part 2(c) – Registered Company:

Private or
public……

State the nominal and issued capital of the company-

Nominal
Kshs……

Issued
Kshs……

Give details of all the directors as follows:

Name in full . Nationality. Citizenship Details*. Shares.

1……

2……

3……

4……

Part 2 (d) – Interest in the Firm:

Is there any person/persons in ..... (*Name of Employer*) who has interest in this firm? Yes/No……. … .....(Delete as necessary).

I certify that the above information is correct.

…… …… ……..
(Title) (Signature) (Date)

 Attach proof of citizenship

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

SELF - DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENTAND ASSET DISPOSALACT 2015.

I, ……..,…….

of STATION Office Box ……being a resident of

…….. in 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 herein above is true to the best of my knowledge, information and belief.

   …….. …….. ……

   (Title) (Signature) (Date)

   Bidder Official Stamp

FORM SD2

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

I, …… of P. O. Box ……..…… being a resident of
…….. in the Republic of ……. 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 deponed to herein above is true to the best of my knowledge information and belief.

……..……..……
(Title) (Signature) (Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I ……..……. (person) on behalf of (Name of the Business/ Company/Firm) ……. declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory…….....

Sign…….....

Position…….....

Office address……

Telephone…….....

Email…….....

Name of the

Firm/Company…….....

Date…….....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name…….....

Sign.....

Date……