NATIONAL GOVERNMENT CONSTITUENCIES DEVELOPMENT FUND BOARD

SABATIA

CONSTITUENCY

STANDARD TENDER DOCUMENT

FOR

PROPOSED SUPPLY AND DELIVERY OF FIVE (5) NEW 51-SEATER BUSES FOR:

1. IKOBERO GIRLS HIGH SCHOOL
2. DIGULA SECONDARY SCHOOL
3. JEMOVO SECONDARY SCHOOL
4. HOMBALA SECONDARY SCHOOL
5. MUKINGI SECONDARY

TENDER NO: NG-CDF/SAB/BUSES/01/2026-2027

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SECTION A: INVITATION TO TENDER

NATIONAL GOVERNMENT CONSTITUENCIES DEVELOPMENT FUND BOARD
SABATIA CONSTITUENCY

1.0 : TENDER NOTICE

The National Government Constituency Development Fund (NG-CDF) – SABATIA Constituency, and the Project management Committees for IKOBERO GIRLS HIGH SCHOOL, DIGULA SECONDARY SCHOOL, JEMOVO SECONDARY SCHOOL, HOMBALA SECONDARY SCHOOL, MUKINGI SECONDARY invites interested eligible and competent suppliers from reputable companies for the below mentioned tender;

S/NO.	TENDER NO.	DESCRIPTION	CATEGORY
1	NG-CDF/SAB/BUSES/01/2026-2027	Proposed supply and delivery of FIVE (5) New 51-seater BUSES for IKOBERO GIRLS HIGH SCHOOL, DIGULA SECONDARY SCHOOL, JEMOVO SECONDARY SCHOOL, HOMBALA SECONDARY SCHOOL, MUKINGI SECONDARY in SABATIA Constituency	Restricted

Bidders MUST meet the following MANDATORY minimum requirements;

1. A copy of certificate of registration /incorporation.
2. A valid single Business permit
3. A copy of the company CR12
4. A copy of a valid KRA PIN registration certificate.
5. A copy of a valid Tax Compliance Certificate for the firm.
6. A duly filled, signed and stamped tender documents.
7. Verifiable Evidence of similar supply done for the last 3 years including colour pictures and copies of contracts.
8. Document must be properly serialized
9. Bid Bond of 2% of each unit amount

Obtaining Bidding documents

Interested eligible bidders may obtain a complete set of tender/quotation documents free of charge from Public Procurement Information Portal (PPIP) Website (www.tenders.go.ke).

Tenders in plain sealed envelopes, marked tender number and bearing no indication of the tenderer should be addressed to;-The Fund Account Manager,
SABATIA NG-CDF,
P.O Box 260-50311, WODANGA, SABATIA.
and placed in the Tender Box at SABATIA NG-CDF office on or before 1ST DECEMBER, 2026 at 11.00am.

Tenders will be opened on 1ST DECEMBER, 2026 at 11.00 am at the SABATIA NG-CDF Boardroom in the presence of tenderers other representatives who choose to attend.

SECTION B - INSTRUCTIONS TO TENDERERS

2.0 : Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Tender document.

2.1.2 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the SABATIA NG-CDF to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.1.4 Tenderers must page number their tender documents.

2.1 : Eligible Equipment

2.1.5 All Equipment to be supplied under the contract shall have their origin in eligible source countries.

2.1.6 For purposes of this clause, "origin" means the place where the Equipment(s) are produced. Goods are produced when, through manufacturing, processing, substantial or major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

2.1.7 The origin of equipment is distinct from the nationality of the tenderer

2.2 : Cost of Tendering

2.1.8 The Tenderer shall bear all costs associated with the preparation and submission of their tender, and SABATIA NG-CDF will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.1.9 The Tender Document to be downloaded free of charge from Public Procurement Information Portal(PPIP).www.tenders.go.ke

2.3 : Contents of Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

(i) Invitation to Tender
(ii) Instructions to tenderers
(iii) General Conditions of Contract
(iv) Special Conditions of Contract
(v) Schedule of requirements
(vi) Technical Specifications
(vii) Tender Form and Price Schedules

(viii) Contract Form

(ix) Confidential Business Questionnaire

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of their tender.

2.5 : Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify SABATIA NG-CDF 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 SABATIA NG-CDF written copies of the Procuring entities response (Including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.1 SABATIA NG-CDF shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 : Amendment of Documents

2.5.2 At any time prior to the deadline for submission of tenders SABATIA NG-CDF, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.5.3 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.5.4 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, SABATIA NG-CDF, at its discretion, may extend the deadline for the submission of tenders.

2.7 : Language of Tender

2.5.5 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and SABATIA NG-CDF, 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

2.5.6 The tender prepared by the tenderers shall comprise the following components

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below.

(b) Documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.

(c) Documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents.

2.9 : Tender Forms

2.5.7 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the equipment to be supplied, a brief description of the equipment, their county of origin, quantity, and prices.

3.0 : Tender Prices

3.1.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the equipment it proposes to supply under the contract.

3.1.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

3.1.3 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.

3.1.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

3.1 : Tender Currencies

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

3.2 : Tenderers Eligibility and Qualifications

3.1.6 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.

3.1.7 The documentary evidence of the tenderers eligibility to tender shall establish to SABATIA NG-CDF's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country.

3.1.8 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to SABATIA NG-CDF's satisfaction;

3.1.8.1 that the tenderer has the financial, technical, and production capability necessary to perform the contract;

3.1.8.2 that, in the case of a tenderer not doing Business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

3.3 : Goods Eligibility and Conformity to Tender Documents

3.1.9 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

3.1.10 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

3.1.11 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:

3.1.11.1 A detailed description of the essential technical and performance characteristic of the goods;

3.1.11.2 A clause-by-clause commentary on SABATIA NG-CDF'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.

3.1.12 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(b) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by SABATIA NG- CDF's in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to SABATIA NG-CDF's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

3.4 : Validity of Tenders

3.1.13 Tenders shall remain valid for 120 days or as specified in the Tender document after the date of tender opening prescribed by SABATIA NG-CDF, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by SABATIA NG-CDF as non- responsive.

3.1.14 In exceptional circumstances, SABATIA NG-CDF 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.

3.5 : Format and Signing of Tender

3.1.15 The Tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

3.1.16 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

3.1.17 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.

3.6 : Sealing and Marking of Tenders

3.1.18 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.

3.1.19 The inner and outer envelopes shall:

3.1.19.1 Be addressed to:

THE FUND ACCOUNT MANAGER,

SABATIA NG-CDF

P.O BOX 260-50311, WODANGA

SABATIA.

3.1.19.2 Bear, TENDER FOR THE SUPPLY AND DELIVERY OF ONE NEW 51-SEATER BUSES **(TENDER NUMBER NG-CDF/SAB/BUSES/01/2026-2027)**, and the statement: "DO NOT OPEN BEFORE, 1ST DECEMBER, 2026 AT 11.00 AM"

3.1.20 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".

3.1.21 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, SABATIA NG-CDF will assume no responsibility for the tender's misplacement or premature opening.

3.7 : Deadline for Submission of Tenders

3.1.22 Tenders must be received by SABATIA NG-CDF at the address specified under paragraph 2.17.2 not later than 1ST DECEMBER,2026 at 11:00 AM.

3.1.23 SABATIA NGCDF 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 SABATIA NG-CDF and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

3.8 : Modification and Withdrawal of Tenders

3.1.24 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 SABATIA NG-CDF prior to the deadline prescribed for submission of tenders.

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

3.1.26 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

4.0 : Opening of Tenders

3.1.27 SABATIA NG-CDF will open all tenders in the presence of tenderers' representatives who choose to attend on 1ST DECEMBER, 2026 at 11:00 AM.

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

3.1.28 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as SABATIA NG-CDF, at its discretion, may consider appropriate, will be announced at the opening.

3.1.29 SABATIA NG-CDF will prepare minutes of the tender opening.

4:1: ***Clarification of Tenders***

3.1.30 To assist in the examination, evaluation and comparison of tenders SABATIA NG-CDF 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.

3.1.31 Any effort by the tenderer to influence SABATIA NG-CDF in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

4.2 : Preliminary Examination

3.1.32 SABATIA NG-CDF will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

3.1.33 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail.

3.1.34 SABATIA NG-CDF may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

3.1.35 Prior to the detailed evaluation, pursuant to paragraph 2.23 SABATIA NG-CDF 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. SABATIA NG-CDF's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

4.3 If a tender is not substantially responsive, it will be rejected by SABATIA NG-CDF and may not subsequently be made responsive by the tenderer by correction of the non-conformity*:*

Evaluation and Comparison of Tenders

3.1.36 SABATIA NG-CDF will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22.

3.1.37 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

3.1.38 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

4.4 : Contacting SABATIA NG-CDF

3.1.39 Subject to paragraph 2.21 no tenderer shall contact SABATIA NG-CDF on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

3.1.40 Any effort by a tenderer to influence SABATIA NG-CDF in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

4.5 : Award of Contract

a) Post-qualification

3.1.41 In the absence of pre-qualification, SABATIA NG-CDF will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive

tender is qualified to perform the contract satisfactorily.

3.1.42 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as SABATIA NG-CDF deems necessary and appropriate.

An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event SABATIA NG-CDF will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

SABATIA NG-CDF will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender.

c) SABATIA NG-CDF's Right to Vary quantities

SABATIA NG-CDF reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions

d) SABATIA NG-CDF's Right to accept or Reject any or All Tenders

SABATIA NG-CDF reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for its action.

4.6 : Notification of Award

3.1.43 Prior to the expiration of the period of tender validity, SABATIA NG-CDF will notify the successful tenderer in writing that its tender has been accepted.

3.1.44 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.

3.1.45 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, SABATIA NG-CDF will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

4.7 : Signing of Contract

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

3.1.47 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

3.1.48 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to SABATIA NG-CDF.

4.8 : Corrupt or Fraudulent Practices

SABATIA NG-CDF requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

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

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of SABATIA NG-CDF, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non- competitive levels and to deprive SABATIA NG-CDF of the benefits of free and open competition.

SABATIA NG-CDF will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

SECTION C: GENERAL CONDITIONS OF CONTRACT

1.0 : Definitions

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

(a) "The Contract" means the agreement entered into between SABATIA NG-CDF and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

(c) "The Equipment/Goods" means the FIVE (5) New 51 seater semi luxury Buses, which the tenderer is required to supply to SABATIA NG-CDF under this Contract.

(d) "The Tenderer' means the individual or firm supplying the Goods under this Contract.

***1.1** : Application*

These General Conditions shall apply in all Contracts made by SABATIA NG-CDF for the procurement of goods.

***1.2** : Country of Origin*

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

The origin of Goods is distinct from the nationality of the tenderer.

***1.3** : Standards*

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

: Use of Contract Documents and Information

The tenderer shall not, without SABATIA NG-CDF'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 SABATIA NG-CDF in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
The tenderer shall not, without SABATIA NG-CDF's prior written consent, make use of any document or information enumerated in paragraph 3.5.1above.
Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of SABATIA NG-CDF and shall be returned (all copies) to the SABATIA NG-CDF on completion of the Tenderer's performance under the Contract if so required by SABATIA NG-CDF.

***1.4** : Patent Rights*

The tenderer shall indemnify SABATIA NG-CDF 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

SABATIA NG-CDF's county.

1.5 : Inspection and Tests

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

The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to SABATIA NG-CDF.

Should any inspected or tested goods fail to conform to the Specifications, SABATIA NG-CDF 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 SABATIA NG-CDF.

SABATIA NG-CDF'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 SABATIA NG-CDF or its representative prior to the equipment delivery.

Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

1.6 : Packing

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.

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

1.7 : Delivery and Documents

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

3.0 : Insurance

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.

3.1 : Payment

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

Payments shall be made promptly by SABATIA NG-CDF as specified in the contract

3.2 : Prices

Prices charged by the tenderer for equipment delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from

the prices by the tenderer in its tender.

3.3 : Assignment

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

3.4 : Subcontracts

The tenderer shall notify SABATIA NG-CDF 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.

3.5 : Termination for default

SABATIA NG-CDF 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 SABATIA NG-CDF.

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

(c) If the tenderer, in the judgment of SABATIA NG-CDF has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event SABATIA NG-CDF 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 SABATIA NG-CDF for any excess costs for such similar goods.

3.6 : Liquidated Damages

If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, SABATIA NG-CDF 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.

3.7 : Resolution of Disputes

SABATIA NG-CDF 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.
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.

3.8 : Language and Law

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

***3.9** : Force Majeure*

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

SECTIOND ~ TECHNICAL SPECIFICATIONS

1.0 : Notes

1. The FIVE (5) New 51-seater semi-luxury BUSES shall be delivered as per specifications.

2. The BUSES shall be supplied within 100 days from the date of contract signing. Delivery point will be the SABATIA NG-CDF Office

Code	Item description	Qty required	Unit price	Day to deliver	Brand	Country of Origin	Remarks
	FIVE (5) New 51 Seater College BUSES Price should be inclusive of: ➢ painting to be in preferred colour theme and logo ➢ speed governor ➢ Seatbelts ➢ Inside Parcel Carriers and Roof Rack ➢ Radio with Dvd four speakers. ➢ Accessibility Features for persons Living with Disabilities(PWD) ➢ Safety triangles ➢ Fire extinguisher & First Aid Kit ➢ Front &Rear spoilers ➢ Charging double Sockets 12pcs (6pcs on each side	1					

Tender's name_____

Authorized signature_____

Date and official stamp_____

2.0 : Tenderer's Column to be completed by tenderer

	SPECIFICATION	REQUIRED	TENDERER'S
	Make	ISUZU	
	Model	~	
	Country of origin	JAPAN	
	Manufacturer's literature, authority and specifications supplied.	Yes (mandatory)	(Y/N)
	Detailed engineering drawings and dimensions of the BUSES body supplied.	Yes (mandatory)	(Y/N)

1. GENERAL

a)	A standard production, large BUSES of latest design in the class, roBUSESt construction in current production.	Yes,Yes,Yes	(Y/N)
b)	Supplied new.	Yes (mandatory)	(Y/N)
c)	Designed to heavy-duty specifications, capable of operating in tropical conditions over paved and unpaved (rough) roads.	Yes, Yes	(Y/N)
d)	Suitable for transportation of passengers	Yes	(Y/N)
e)	To seat 51 adult passengers comfortably.	Yes	(Y/N)
f)	Body construction to conform to KS 372, The Traffic Act and all relevant statutory requirements.	Yes (mandatory)	~~~~~~~~ ~~ (Y/N)

Tenderer's Signature Official stamp.

Date:

2. DIMENSIONS, WEIGHTS AND PERFORMANCE

a)	Overall length, approx.	8,200 mm	
b	Overall width, approx.	2,400 mm	
c	Overall height with body, approx.	3,000 mm	
d)	Wheelbase, approx.	4,500 mm	
e	Ground clearance, approx.	220mm	
f	Max. G.V.W., approx.	10,000 Kg	
g	Kerb weight, approx.(Complete BUSES), approx	4,500 Kg	
h	Max. gradient, approx.		specify

Tenderer's Signature Official stamp.

Date:

Tenderer's Column to be completed by tenderer

	SPECIFICATION	REQUIRED	TENDERER'S
I)	Wading depth, approx.	Specify	mm

3. ENGINE

a)	Make	-	
b)	Model	-	
c)	Country of origin	-	
d)	Engine position, front/rear.	Front	(Y/N)
e)	Engine type Diesel, 4 Stroke.	Yes, Yes	(Y/N)
f)	Engine mode of aspiration. (Natural/Turbocharged)	Specify	(Y/N)
g)	Engine cooling system, water.	Yes	(Y/N)
h)	Piston displacement, approx.	6,500-10,000 cc	cc
I)	Number of cylinders.	6	No.
j)	Maximum power output, (kW / rpm), min.	130KW/2800rpm	KW/rpm
k)	Maximum torque developed (Nm / rpm), min.	450Nm/1500rpm	Nm/rpm
l)	Air filter, disposable/oil bath	Specify	
m)	Oil and fuel filter type.	Replaceable	
n)	Average fuel consumption (on fullload)	Specify	Km/l
o)	Fuel tank capacity, approx.	200 lt	lt

4. CLUTCH AND TRANSMISSION

a)	Clutch type, dry, single plate.	Yes, Yes	(Y/N)
b)	Hydraulic, clutch actuation.	Yes	(Y/N)
c)	Transmission speeds	5 speed	speed
d)	Gear box type, synchromesh	Yes	(Y/N)
e)	Drive configuration	4x2	

Tenderer's Signature Official stamp.
Date:

5. BRAKES AND TYRES

4.0 : Tenderer's Column to be completed by tenderer

	SPECIFICATION	REQUIRED	TENDERER'S
a)	Assisted hydraulic brake system.	Yes,Yes	(Y/N)
c)	Mechanical Parking brake.	Yes	(Y/N)
d)	Tire tread, dual, for highway and x- country operation.	Yes	(Y/N)
e)	Tire (size) locally available.	Yes	(Y/N)
f)	Optimum tire size.	Specify	

6. SUSPENSION AND STEERING

a)	Independent Heavy duty front and rear suspension.	Yes	(Y/N)
b)	Heavy duty leaf or coil springs with telescopic dampers.	specify front	
		Rear	
c)	Assisted steering.	Yes	(Y/N)
d)	Right hand drive steering.	Yes	(Y/N)
e)	Driver's seat adjustable	Yes	(Y/N)

7. ELECTRICAL SYSTEM AND INSTRUMENTS

a)	Systemvoltage, negative earth, with alternator charging.	24V, Yes	(Y/N)
b)	Battery capacity.	120AH, 2x12V.	
c)	Full lighting to conform to Cap.403 Subs.23 Kenya Traffic Act.	Yes	(Y/N)
d)	Standard instruments, gauges and warning lights for charging circuit, oil pressure, coolant, temperature, buzzer for air pressure etc.	Yes, Yes, Yes	(Y/N)
e)	Lamps - 2 heads, parking indicator and tail to conform to Kenya Traffic Act.	Yes, Yes, Yes	(Y/N)

8 EQUIPMENT(ACCESSORIES)

a)	Vehicle to be fitted with a modern electronic speed governor	Yes (mandatory)	(Y/N)
b)	Speed governor to limit maximum speed to 80 Km/h	Yes (mandatory)	(Y/N)

Tenderer's Signature Date:	Official stamp.

5.0 : Tenderer's Column to be completed by tenderer

	SPECIFICATION	REQUIRED	TENDERER'S
c)	Speed governor to be tamper proof	Yes (mandatory)	(Y/N)
d)	All seats to have safety belts that conform to the KEBS standard No. KS 06-664 of 1985	Yes (mandatory)	(Y/N)
e)	Heavy duty front fender fitted.	Specify	(Y/N)
f)	Spare wheel and external carrier fitted.	Yes	(Y/N)
g)	High raise jack and jacking points and wheel brace.	Yes, Yes	(Y/N)
h)	Suitable FM radio and CD player fitted	Yes (mandatory)	(Y/N)
i)	Manufacturer's standard tools supplied.	Yes, Yes	(Y/N)
j)	Any other equipment (or accessories) supplied	Specify	

B. BODY CONSTRUCTION DETAILS

1.i). GENERAL

a)	Detailed engineering drawings (Showing seating arrangement etc) of body supplied.	Yes MANDATORY	(Y/N)
b)	Coach construction and other fitments to comply with CAP 403- Kenya Traffic Act.	Yes	(Y/N)

ii). BODY CONSTRUCTION

a)	Body to be mounted onto the chassis by equally spaced pre-stressed channel sections convenient for door and wheels.	Yes	(Y/N)
b)	Cross bearers, mild steel channel section:	Dimension: 100mmx50mmx6mm No. min 9	~~~~~~~~~~~~~~~~~~ ~~~~~~~~~~~~~~~~~~
c)	Cross bearers secured to chassis by bolted angle iron sections.	Yes	(Y/N)
d)	Body side pillars secured to cross bearers by gussets and welding reinforced properly by box angle sections.	Yes	(Y/N)

Tenderer's Signature Official stamp.

Date:

6.0 : Tenderer's Column to be completed by tenderer

	SPECIFICATION	REQUIRED	TENDERER'S
e)	Side pilfers of angle iron/mild steel top hat sections, min spacing approximately	40mmx40mmx3mm / 220mmx40mmx40m m x3mm 1 m apart spacing section.	
f)	Roof sticks be of box sections and curved to give an internal radius to pilfers , min.	40mmx40mmx3mm / 220mmx40mmx40m m x3mm radius 300mm	
g)	Roof reinforced by angle top hat iron longitudinal sections. min No.	3 No.	
h)	Body to be of double skin construction Thickness of material approx. 1.2mm	Yes Specify thickness of Material	(Y/N ~~~~~~~ mm
I)	Exterior panels to be of light alloy material while the interior is plywood covered by Formica and suitable carpet material on the roof.	specify materials	
j)	Panels to be secured to frame by sealed pop rivets or spot welding or any other acceptable method	specify method	
k)	Floor covered with non-slip chequered alloy plate of thickness 3mm approx.	Yes Specify thickness	(Y/N ~~~~~~~~~ mm
l)	All inspection covers on floor to be close fit secured by locks and of adequate dimensions for access to units for maintenance etc.	Yes	(Y/N
m)	Wheel arches made from non-slip mild steel plate lined with noise deadening material.	Yes	(Y/N
n)	Continuous up to the roof anti-roll bars (rectangular hollow sections, double 60x40x3mm, welded together/equivalent), 3sets (front, middle and rear). fitted.	Yes (Mandatory)	~ ~~~~~~~~~~ (Y/N

iii) DOORS, SEATS, WINDOWS, BODY FINISHING ETC.

a)	Lockable passenger doortowards front opening inwards	Yes	(Y/N)
b)	Mild steel non-slip chequered steps provided for the passenger door.	Yes	(Y/N)

Tenderer's Signature Official stamp.

Date:

7.0 : Tenderer's Column to be completed by tenderer

	SPECIFICATION	REQUIRED	TENDERER'S
c)	Lockable driver door to open outwards with suitable non-slip steps provided for easy access	Yes	(Y/N)
d)	Specify seating arrangement.	Specify	
e)	All seats cushioned and covered with hard wearing material. Seating cushion and back rest foam thickness, min	Specify material 100mm, 50mm respectively.	
f)	Seats suitably fitted with integral head rests and chrome plated grab handles/or equivalent	Yes	(Y/N)
g)	Seat spacing between rows, approx.	750mm	mm
h)	Lockable boot (with keys) located at rear for the spare wheel , jack and tool kit with a runner and dust seal to keep away rain.	Yes	(Y/N)
i)	Provision for side luggage compartments	Mandatory	(Y/N)
j)	Chrome plaited roof hand rail to run the entire length of BUSES.	Yes	(Y/N)
k)	Two piece laminated front and rear wind shield fitted.	Yes	(Y/N)
l)	All other windows to be of clear toughened glass.	Yes	(Y/N)
m)	Panoramic (wide view) sliding windows fitted in aluminum frame and lockable from inside.	Yes	(Y/N)
n)	Suitable size 4 No. ventilators on front and rear panel of body, with insect excluding gauze, with control inside BUSES.	Yes	(Y/N)
o)	Body panels to be thoroughly cleaned before painting. Both internal and external finish to be proceeded by primer coat andintercoat.	Yes	(Y/N)
p)	High gloss finish colour both for internal and external to be specified by theuser.	Yes	(Y/N)
q)	Body underparts and floor to be painted chassis black colour.	Yes	(Y/N)
r)	Suitable interior roof rack fitted.	Yes	(Y/N)

Tenderer's Signature Official stamp.
Date:

8.0 : Tenderer's Column to be completed by tenderer

	SPECIFICATION	REQUIRED	TENDERER'S
iv.	ELECTRICAL SYSTEM		
a)	Adequate fluorescent tube lighting for passenger deck, with switch operated by driver.	Yes	(Y/N)
b)	Courtesy bell/buzzer provided with two switches, one above door.	Yes	(Y/N)
c)	Each windscreen piece to have its own wiper.	Yes	(Y/N)
d)	2 No. external and 1 No. internal rear view mirrors fitted.	Yes	(Y/N)
e)	Suitable sun strips/blinders fitted on front windscreen.	Yes	(Y/N)
f)	Chevrons and reflectors fitted at rear.	Yes	(Y/N)
g)	1 No. suitably positioned fire extinguisher supplied.	Yes	(Y/N)
h)	Vehicle to be fitted with electronic speed Governor with recorder	Mandatory	~~~~~~~ (Y/N)
i)	Governor to limit maximum speed to 80km/hr	Mandatory	~~~~~~~~~~ (Y/N)
j)	Governor to be tamper proof	Mandatory	~~~~~~~~~~ (Y/N)
k)	1 No. first aid kit fitted.	Yes	(Y/N)

v)	BODY WARRANTY		
a)	Specimen of vehicle/body warranty to be submitted when tendering.	Yes	(Y/N)
b)	Each vehicle supplied to carry a statement of warranty.	Yes Mandatory	(Y/N)
c)	Warranty duration:	min- 12 Months or 40,000 Km whichever occurs first.	Months Km
vi)	MANUALS		

Tenderer's Signature Official stamp.

Date:

9.0 : Tenderer's Column to be completed by tenderer

	SPECIFICATION	REQUIRED	TENDERER'S
a)	All literature in English language.	Yes	(Y/N)
b)	Repair manuals supplied.	1 per vehicle	(Y/N)
c)	Parts catalogue supplied.	1 per vehicle Mandatory	_____(Y/N)
d)	Drivers handbook and service schedule supplied.	1 per vehicle	(Y/N)
e)	Manufacturer's standard tool kit supplied	1 per vehicle	_____(Y/N)

vii) OTHER REQUIREMENT

a)	Vehicle/BUSES to be registered by the Registrar of Motor Vehicles.	Yes (Mandatory)	_____(Y/N)
b)	Vehicle/BUSES to bear Institution logo and signage.	Yes	_____(Y/N)
c)	Vehicle/BUSES will be inspected by the Chief Mechanical and Transport Engineer during all the construction stages and before delivery to the user.	Yes	_____(Y/N)
d)	Franchise holder (representative in Kenya). If not, specify relationship with franchise holder.	Yes Specify whether agent/dealer	_____(Y/N) ~~~~~~~~~~~~~~
e)	Availability of spare parts.	Indicate motor vehicle dealers who stock spare parts.	~~~~~~~~~~~~~~~~~~ ~~ ~ ~~ ~
f)	Names and addresses of dealers/agents where back-up service can be obtained indicating the location of the workshops facilities.	Specify	~~~~~~~~~~~~~~~~~~ ~~ ~ ~~ ~

		~~ ~ ~~~
g) Body construction and all fitments to conform to CAP 403 Kenya Traffic Act.	Yes (Mandatory)	_____ (Y/N)

Tenderer's Signature _____ Official stamp. _____

Date:_____

10.0. TENDERER'S COLUMN TO BE COMPLETED BY TENDERER
ACCESSIBILITY REQUIREMENTS – PERSONS LIVING WITH DISABILITIES (PWD)

SPECIFICATION	REQUIRED	TENDERER'S RESPONSE (Y/N/Specify)
a) Provision for minimum FIVE (5) wheelchair space with removable/foldable seats	Yes	(Y/N)
b) Wheelchair anchorage system (minimum 4-point restraint) fitted.	Yes	(Y/N)
c) Safety belt provided for wheelchair occupant.	Yes	(Y/N)
d) Non-slip flooring in wheelchair area.	Yes	(Y/N)
e) Manually operated or hydraulic foldable wheelchair ramp provided.	Yes	(Y/N)
f) Ramp gradient not steeper than 1:12.	Yes	(Y/N)
g) Ramp minimum clear width 800mm.	Yes	(Y/N)
h) Extra wide passenger door (minimum 900mm clear opening)	yes	(Y/N)
i) Low entry step height with contrasting edge markings	yes	(Y/N)
j) Handrails fitted on both sides of entrance (powder coated yellow)	yes	(Y/N)
k) Minimum two (2) clearly marked priority seats near entrance.	Yes	(Y/N)
L) Audible stop/request bell system provided	yes	(Y/N)
m) Clear internal signage in large readable font	yes	(Y/N)

n) Braille labeling for emergency exits (where practical)	Yes	(Y/N)

o) Fire extinguisher positioned for easy reach from wheelchair area	Yes	(Y/N)
p) First aid kit accessible from wheelchair space	yes	(Y/N)
q) Compliance with Kenya Traffic Act (Cap 403) and relevant accessibility standards	Mandatory	(Y/N)

- Failure to comply makes the tender non-responsive.

Tenderer's Signature _____ Official stamp. _____

Date:_____

SECTIONE - PRICE
SCHEDULE FORGOODS

Item	Description	unit	Quantity	Unit price	Total Price
1	New FIVE (5) 51 seater Semi –luxury Institution BUSES Vat & other taxes	No.	1		
	GRAND TOTAL COST INCLUSIVE OF VAT AND ALL TAXES TRANSFERRED TO THE TENDER FORM				

GRAND TOTAL IN FIGURES ……..

GRAND TOTAL IN WORDS

……

……

……

Signature & Stamp of tenderer _____

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

SECTIONF - STANDARD FORMS

1.0 : Notes on the sample Forms

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

2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.

3. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

4. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to SABATIA NGCDF.

2.0 : FORM OF TENDER

Date _____

Tender No. _____

To: _____ *[Name of Employer]*

Gentlemen and/or Ladies:

1. Having examined the tender documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the FIVE (5) 51 seater semi-luxury College BUSES, for the sum of in conformity with the said tender documents for the sum of
Kshs..... (*total tender amount in words and figures*) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver the FIVE (5) 51 seater semi-luxury College BUSES in accordance with the delivery schedule specified.

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

4. 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.

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 _____

of_____[*Address of Tenderer]*

Witness; Name _____

Address _____

Signature _____

Date _____

3.0 : 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; County/Town……..…….
Plot No…… Street/Road ……
Postal Address……
Tel Nos. ……...……..
Nature of Business……...……..
Current Trade Licence No…… Expiring date ……..……
Maximum value of Business which you can handle at any time: KSh…….
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 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*)

Part 2(e) –Bankers: Name, Address, Telephone, Fax, Email, Telex, etc

……
……
……
I certify that the information given above is correct.

…… …… ……
(Title) (Signature) (Date)

5.0 : CONTRACT FORM

THIS AGREEMENT made the_____day of_____20..... between [*name of Procurement entity)* of _____[*County of Procurement entity]*
(Hereinafter called "SABATIA NG-CDF) of
the one part and ……
[*name of tenderer]* of.....[*City and county of tenderer]* (hereinafter called "the tenderer") of the other part;
WHEREAS SABATIA NG-CDF invited tenders for the supply of FIVE (5) Semi –Luxury Body 51 Seater College BUSES 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) SABATIA NG-CDF's Notification of Award

3. In consideration of the payments to be made by SABATIA NG-CDF to the tenderer as hereinafter mentioned, the tender hereby covenants with SABATIA NG-CDF to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. SABATIA NG-CDF 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 abovewritten.
Signed, sealed, delivered by_____the_____(for the SABATIA NGCDF Signed, sealed, delivered by_____the_____(for the tenderer in the presence of

_____

Director_____Date_____

7.0 : MANUFACTURER'S AUTHORIZATION FORM

To [SABATIA NG-CDF*]* .....

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.

8.0 *LETTER OF NOTIFICATION OF AWARD*

Address of SABATIA NG-CDF

_____

_____

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_____

9.0 : ***FORM RB 1***

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD
APPLICATION NO…….
OF……..…20……...
BETWEEN…….
APPLICANT AND…… RESPONDENT
*(*SABATIA NG-CDF) Request for review of the decision of the…

(SABATIA NG-CDF*)*
of
.....
dated

the…day of ……20…….in the matter of Tender No
.....
of 20…

10.0 : REQUEST FOR REVIEW

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

1.

etc.

By this memorandum, the Applicant requests the Board for an order/orders that:
- 1. 2.
etc

SIGNED .....(Applicant)

Dated on…….day of ……/…20…

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative
.....
Review Board

on day of

……....20…..……

…

SIGNED_____

Board Secretary