KENYATTA UNIVERSITY TEACHING, REFERRAL AND RESEARCH HOSPITAL
(KUTRRH)

INVITATION TO TENDER

FOR

SUPPLY AND DELIVERY OF FRUITS AND VEGETABLES FOR A PERIOD OF TWO YEARS.

TENDER NO:

KUTRRH /TNDR/G/021/FV/2020-2022

TENDER CLOSING DATE & TIME: TUESDAY 29TH SEPTEMBER,2020 10:00AM

(ALL TENDERERS ARE ADVISED TO READ THE TENDER DOCUMENT CAREFULLY BEFORE MAKING ANY BID)

The Chief Executive Officer,
Kenyatta University Teaching, Referral and Research Hospital
P.O. BOX 7674 - 00100
NAIROBI, KENYA

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SECTION I: INVITATION FOR TENDERS — 15th September 2020

TENDER REF. NO: KUTRRH /TNDR/G/021/FV/2020-2022

TENDER NAME: SUPPLY AND DELIVERY OF FRUITS AND VEGETABLES.

1.1 **Kenyatta University Teaching, Referral and Research Hospital (KUTRRH) invites** sealed tenders from registered bidders for: ***Supply and Delivery of Fruits and Vegetables.***

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Kenyatta University Teaching, Referral & Research Hospital, Procurement Department.

1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **(One thousand shillings only)** ***Kshs. 1,000/=***to be deposited in: -

Bank Name: Kenya Commercial Bank (KCB)
Branch: Thika Road Mall
Account Name: Kenyatta University Teaching, Referral & Research Hospital (KUTRRH)
Account Number: 1258637243

OR

Download free of charge from KUTRRH Website at www.kutrrh.go.ke Bidders who opt to download MUST send their contacts details to procurement@kutrrh.go.ke.

Those who buy the tenders are advised to take the banking slip to **KUTRRH (Finance – Cash Office)** for an official receipt thereafter you can collect the tender documents from the Procurement Office.

1.4 Prices quoted should be net, inclusive of **all taxes**, and **delivery costs**, must be in Kenya Shillings and shall remain valid for **120** days from the closing date of the tender.

1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at (**Kenyatta University Teaching, Referral & Research Hospital –Procurement Department**) or be addressed to (**Kenyatta University Teaching, Referral & Research Hospital P.O. Box 7674-00100GPO Nairobi**) so as to be received on or before**, Tuesday 29th September,2020 at 10:00 a.m.**

1.6 Tenders will be opened immediately thereafter in the presence of the candidates' representatives who choose to attend at (**Kenyatta University Teaching, Referral & Research Hospital - Boardroom**).

The Chief Executive Officer
Kenyatta University Teaching, Referral and Research Hospital
P.O. Box 7674 – 00100, GPO
NAIROBI.

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 *Reserved for* ***AGPO Group- Women ONLY*** as described in the *instructions to tenderers*. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.

2.1.2 KUTRRH's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

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

2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Eligible Goods

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

2.2.2 For purposes of this clause, "origin" means the place where the goods are 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 shall be charged Kshs.1, 000/= (One thousand).

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

2.4. Contents of 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) Bid Securing Declaration 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 Four (4) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

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

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

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising of Tender

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

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

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

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

(d) tender security furnished in accordance with paragraph 2.14.

2.9 Tender Forms

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

2.10 Tender Prices

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

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

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.10.4 The validity period of the tender shall be 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 as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

(a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
(b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;

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

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

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

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristic of the goods;
(b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
(c) a clause-by-clause commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible 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 Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

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

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the 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," **Tuesday 29th September,2020 at 10:00 a.m.**

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

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **Tuesday 29th September,2020 at 10:00 a.m.**

2.18.1 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 no later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Tuesday 29th September,2020 at 10:00 a.m.** and in the location specified in the Invitation to Tender.

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

2.20.3 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.

2.20.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.21 Clarification of Tenders

2.21.3 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.

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

2.22 Preliminary Examination

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and

the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or 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 date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22.

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

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

2.25 Preference

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%.

2.26 Contacting the Procuring entity

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

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

2.27 Award of Contract

(a) Post-qualification

2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

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

(b) Award Criteria

2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.28 Procuring entity's Right to Vary quantities

2.28.1 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule

of requirements without any change in unit price or other terms and conditions

2.29 Procuring entity's Right to accept or reject any or all Tenders

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

2.30 Notification of Award

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

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

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

2.31 Signing of Contract

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

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

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

2.32 Performance Security

2.32.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

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

2.33 Corrupt or Fraudulent Practices

2.33.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

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

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

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

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

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(ITT)	Particulars of appendix to instructions to tenderers
2.3	**Cost of Tendering**
2.3.1	Price for the Hard Copy of the Tender document will be charged Kshs. 1,000.00. Downloaded and Soft Copies of the Tender document from KUTRRH website at www.kutrrh.go.ke will be free of charge.
2.1	**Target Group**
2.1.1	Reserved for **AGPO** ***Group- YOUTH, WOMEN & PERSONS WITH DISABILITY ONLY.*** (For different lots as indicated below in the Schedule of requirements.
2.14	**Tender Security**
2.14.2	No Bid bond or Tender security will be required. Bidders will however be required to fill the **Bid Securing declaration form provided. Failure to provide the information required, will lead to the tender being declared Non-Responsive.**
2.15	**Validity of Tender Document**
2.15.1	Tender Validity will be **120 days** from date of opening of tenders.
2.16	**Format and Signing of Tenders**
2.16.1	Bidders Must Submit **One** (1) original and **One(1)** Copy
2.17	**Sealing and Marking of Tenders**
2.17.2	The Tender submission address is: The Chief Executive Officer, Kenyatta University Teaching, Referral & Research Hospital, P. O. Box 7674-00100 Nairobi
2.20	**Opening of Tender**
2.20.1	Tenders will be opened on in the presence of bidders who choose to attend on **Tuesday 29th September,2020 at 10:00 a.m.** at Kenyatta University Teaching, Referral & Research Hospital Boardroom
2.22	**Arithmetical Errors**
2.22.2	There will be **NO** correction of **ANY** arithmetical errors. Any errors in calculation will lead to automatic disqualification.
2.23	**Rates of exchange**

2.23.1	The rate or rates of exchange used for pricing the tender shall be selling rate or rates of the Central Bank of Kenya ruling on the date for the submission of tenders.
2.30	**Notification of Award**
2.30.2	The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
2.34	**New Clause (Conflicts Between the Tender Document and the PPADA 2015)**
	Conflicts between the Tender terms and Public Procurement Asset and Disposal Act 2015. In such cases The Public Procurement Asset and Disposal Act, 2015 will stand.

NOTE:

1) Orders will be given **as and when required**.
2) Prices should be inclusive of loading, delivery and unloading at the hospital.
3) Contract period: **Two (2) years**, commencing on the date of contract signing.
4) Prices quoted **WILL NOT** be varied within the first twelve (12) months of the contract. The contract will however run for 24 months (2 years).
5) **(N/B: All certified documents MUST be stamped by the commissioners of OATH)**

APPENDIX B – EVALUATION CRITERIA

PRELIMINARY EVALUATION/MANDATORY EVALUATION

The criteria of evaluation and the points to be awarded on each criterion will be as follows:

A.	**MANDATORY REQUIREMENTS**	**POINTS**
1	Provide copy of Company Registration Certificates.	YES/NO
2	Attach six month bank statement from your bankers.	YES/NO
3	Attach a copy of valid Business permit for PWD attach a copy of APDK Card.	YES/NO
4	Provide a copy of Valid Tax compliance certificate/ Tax Exemption certificate.	YES/NO
5	Provide a copy of CR12.	YES/NO
6	Attach copies of Director's National Identification Card.	YES/NO
7	Provide two copies of bid document clearly labelled "**Original**" and "**Copy**"	YES/NO
8	Complete mandatory Business Questionnaire attached.	YES/NO
9	Complete Oaths and Statutory Declaration Form attached.	YES/NO
10	Provide a Valid copy of AGPO certificate issued Treasury	YES/NO
11	Complete Bid Securing Declaration Form	YES/NO

B. Evaluation criteria

	Area	Narrative	Max Score	Score
2	Financial Capability	Provide a six(6) months Bank Statement from Your Banker	35%	
3	Duration tenderer in operation	Attach at least three (3)recommendation letters from inception to current (reference checks)	15%	
4	Management plan-Human Resources	How tenderer will execute the work to include staffing, equipment and supervisions. Provide workplan	25%	
4	Organizational structure	Current company setup complete with organogram	10%	
5	Past performance –for similar works	Attach evidence LPOs OR delivery notes at least three (3)	15%	
	Total		100%	

All the tenders will be evaluated based on the tenderer's capability to provide the services as described in section V1, and other factors that may be reviewed as providing less Low risk in contract performance over the period. Contract will be awarded tenderer who scores **above numeric 70% score** in technical proposal and priced lowest on the evaluated tender.

Note:

1. **Tenderers are required to ensure that all pages of their tender documents are properly serialized and stamped/signed and the document should be properly bound. Loose tender documents will be declared non responsive.**
2. **Blacklisted and suspended firms are not eligible for this procurement.**

SECTION III: GENERAL CONDITIONS OF CONTRACT

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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 into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

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

(c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.

(d) "KUTRRH is the Procuring entity" means the organization purchasing the Goods under this Contract.

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

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

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

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan,

drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications.

The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

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

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

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

3.9 Packing

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

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 Termination of insolvency

3.17.1 The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.18 Termination for convenience

3.18.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.18.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.19 Liquidated Damages

3.19.1 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.

3.20 Resolution of Disputes

3.20.1 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

3.20.2 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.

3.21 Language and Law

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

3.22 Force Majeure

3.22.1 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.

3.23 Notices

3.23.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

3.23.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

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.

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.

(b) Information that complement provisions of Section III must be incorporated and;
(b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1. 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.

4.2. Special conditions of contract as relates to the GCC

General conditions of contract reference.	Special conditions of contract
3.10	Delivery: **This will be on an as-and- when required basis(AWR).** Delivery place: Kenyatta University Teaching, Referral & Research Hospital,Kahawa West, Northern Bypass Road.
3.12	Specify method Payments: Payment: will be made on Inspection and Acceptance of the goods. Payment terms are within 60 days, upon receipt of certified invoices and delivery notes confirming that the invoiced material has been delivered and are in accordance with the specifications and the contract.
3.13	Specify price adjustments allowed. **None**
3.20	Specify resolution of disputes. **Disputes to be settled as per the Arbitration Laws of Kenya**
3.21	Specify applicable law. **Laws of Kenya**
3.23	Indicate addresses of both parties. **Client: The Chief Executive Officer** **Kenyatta University Teaching, Referral & Research Hospital** **P.O Box 7674 - 00100.** **Nairobi, Kenya**

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.

SECTION VI - SCHEDULE OF REQUIREMENTS.

FRESH PRODUCE ORDER SPECIFICATIONS

DEFINITION

These are guide lines that precisely define physical or chemical characteristics (quality, size, weight and quantity) of any farm produce to be procured.
Specification buying will ensure uniformity and consistency to purchasing and receiving that which guarantees quality, cost effectiveness and standardized production.

OBJECTIVES

- To establish suitable purchasing standards for each food item (commodity) used in the hospital kitchen.
- To furnish the suppliers in writing the specific requirement of the hospital kitchen.
- To guide in setting the price of a particular food item.
- To enable the hospital, obtain standard product (food item) for the hospital kitchen.
- To obtain a standard product so that measurement of the hospital kitchen can be accurate.

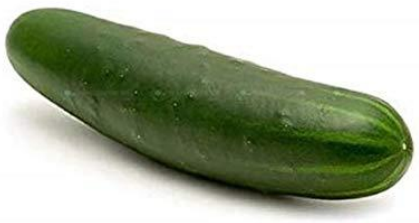
CONTENT OF THE STANDARD PURCHASE SPECIFICATION

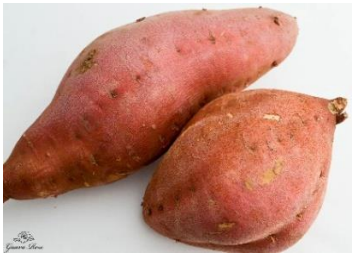
- Definition of each food item.
- Grade /brand name of each food item.
- Weight, size or count of each item.
- Unit against which price should be quoted.
- Special note for each food item e.g. storage instruction, expiry date e.tc.

ITEM	UNIT	SPECIFICATION
SHELLED GREEN PEAS (GARDEN PEAS)	KILOGRAMS	➢ WELL SELECTED ➢ FREE FROM ANY SMELL OF FERMENTATION ➢ PALE GREEN IN COLOUR ➢ SHOULD NOT BE STICKY ➢ CLEAN AND PARKED IN CLEAR DISPOSABLE BAGS
CAULIFLOWER	KILOGRAMS	➢ FRESHLY HARVESTED ➢ FIRM HEAD, TIGHTLY CLOSED WITHOUT ANY DARK SPOT ➢ PALE WHITE FLORETS

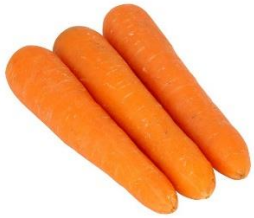
		➢ MEDIUM IN SIZE ➢ WELL TRIMED AND PARKED IN A CLEAN CRATE
TOMATOES 	KILOGRAMS	➢ FRESHLY HARVESTED ➢ MEDIUM SIZE ➢ FIRM WITHOUT ANY BLACK SPOTS OR DAMAGES ON THE SKIN ➢ CLEAN AND FREE OF ANY SOIL PARTICLES OR CHEMICAL RESIDUE ➢ RIPE(RED) AND HALF RIPE (HALF RED /HALF GREEN) TOMATOES SHOULD BE WELL SEPARATED ➢ PACKED IN CLEAN CRATES
ARROW ROOT 	KILOGRAMS	➢ PURPLE IN COLOUR ➢ FIRM AND MEDIUM IN SIZE ➢ SOILED SHOUL BE SCRUBBED GENTLY WITHOUT DAMAGING THE SKIN ➢ FREE OF FARMENTATION SMELL
COURGETTES (BABY MARROW) 	KILOGRAM	➢ FRESHLY HARVESTED ➢ FIRM AND NO SIGN OF DAMAGE ON THE SKIN ➢ MEDIUM IN SIZE ➢ GREEN IN COLOR ➢ CLEAN AND FREE FROM SOIL OR SAND PARTICLES ➢ PACKED IN CLEAN CRATES
IRISH POTATOES	KILOGRAM	➢ FIRM ➢ MEDIUM IN SIZE

		➢ SKIN SHOULD BE DRY, BROWN AND NOT DAMAGED OR CUT ➢ NO SHOOTS ➢ SHOUL NOT HAVE GREEN PATCHES WHICH CONTAIN ALKALOIDS SUCH AS SOLANINE ➢ CLEAN AND FREE FROM SOIL AND SAND PARTICLES ➢ PACKED IN CLEAN BAGS
MATOKE 	KILOGRAM	➢ FRESHLY HARVESTED ➢ GREEN SKIN ➢ MEDIUM SIZE ➢ FIRM AND FREE OF ANY DAMAGES ON THE SKIN ➢ DETACHED FROM THE STALK ➢ FULLY MATURED ➢ CLEAN AND FREE FROM SOIL PARTICLES ➢ PACKED IN CLEAN CRATES
ROSEMARY LEAVES 	BUNCHES	➢ FRESHLY HARVESTED ➢ CLEAN AND FREE FROM SOIL PARTICLES ➢ STRONG SCENT ➢ TIED IN BUNCHES WITH BANANA LEAVE SHEATH
DHANIA 	BUNCHES	➢ FRESHLY HARVESTED WITH NO SINGS OF WILTING ➢ CLEAN AND FREE FROM SOIL PARTICLES ➢ YOUNG AND WITHOUT DEVELOPED STOCKS OR FLOWER

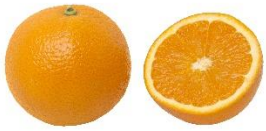
		➢ BUNCHED TOGETHER USING BANANA LEAVE SHEATH
GREEN CHILLIES	KILOGRAM	➢ FRESHLY PICKED ➢ CLEAN AND FREE FROM SOIL PARTICLES ➢ MEDIUM IN SIZE ➢ PACKED IN CLEAN DISPOSABLE BAGS
LEEKS	KILOGRAM	➢ FRESHLY HARVESTED WITH NO SIGNS OF WITHERING ➢ CLEAN AND FREE OF ANY SOIL PARTICLES ➢ WELL TRIMMED ➢ PACKED IN CLEAN CRATES
GREEN PEPPER	KILOGRAMES	➢ GREEN IN COLOUR ➢ FRESHLY HARVESTED ➢ CLEAN AND FREE FROM SOIL PARTICLES ➢ MEDIUM SIZE ➢ PACKED IN CLEAN CRATES
CUCUMBER (LOCAL) 	KILOGRAM	➢ FRESHLY HARVESTED ➢ FIRM ➢ GREEN IN COLOUR ➢ MEDIUM SIZE ➢ CLEAN AND FREE FROM SOIL PARTICLES ➢ UNDAMEGED SKIN ➢ PACKED IN CLEAN CRATES
GREEN MAIZE SHELLED	KILOGRAM	➢ FRESHLY HARVESTED AND SHELLED ➢ SOFT ➢ SHOULD NOT HAVE FARMENTATION SMELL ➢ CLEAN AND FREE OF ANY FOREING OBJECTS

		➢ PACKED IN CLEAN BAGS
SWEET POTATOES 	KILOGRAMS	➢ FRESHLY HARVESTED ➢ FIRM ➢ MEDIUM SIZE ➢ SMOOTH SKIN WITHOUT BRUISES ➢ ORANGE IN COLOUR ➢ CLEAN AND FREE OF SOIL ➢ PACKED IN CLEAN BAG
RED ONIONS	KILOGRAM	➢ DRY CRISP OUTER SKIN AND NOT BROKEN ➢ FIRM WHEN PRESSED ➢ NO SIGNS OF SPROUTING ➢ MEDIUM AND EVEN IN SIZE ➢ PACKED IN CLEAN NETS
PARSLEY	BUNCHES	➢ GREEN IN COLOUR ➢ FRESHLY HARVESTED ➢ NO SIGNS OF WILTING ➢ CLEAN AND HELD IN BUNCHES USING BANANA SHEATH
SPINACH	KILOGRAM	➢ GREEN LEAVES WITH NO BRUISES OR DAMAGE ➢ THE STALK SHOUL NOT BE MORE THAN 6 INCHES LONG ➢ NO SIGNS OF WILTING ➢ CLEAN AND FREE OF SOIL OR SAND PARTICLES ➢ BUNCHES SHOULD BE TIED USING BANANA SHEATH ➢ PACKED IN CLEAN CRATES
RED CABBAGE	KILOGRAM	➢ TIGHT AND COMPACT HEAD ➢ CRISP AND FRESH ➢ DEEP MAROONISH – PURPLE IN COLOUR

		➢ CLEAN AND WELL TRIMED ➢ PACKED IN CLEAN CREATES
WHITE CABBAGE 	KILOGRAM	➢ TIGHT AND COMPACT HEAD ➢ SHOUL NOT HAVE BLACK SPOTS ➢ SMOOTH LEAFED WITH A CRISPY LOOK ➢ MEDIUM SIZED ➢ WELL TRIMMED ➢ PACKED IN CLEAN CREATES
LEMON GRASS 	BUNCHES	➢ BRIGHT CITRUS SMELL ➢ THICK STALK ➢ SMOKY GREY GREEN IN COLOUR ➢ NICELY TRIMMED AND TIED IN BUNCHES USING BANANA SHEATH
WHOLE PUMPKIN 	KILOGRAM	➢ FIRM, HARD RIND AND RICH ORANGE IN COLOUR BUT CAN VARY FROM LIGHT ORANGE TO ALMOST WHITE ➢ THE RIND SHOULD NOT BE SCRATCHED BY FINGER NAILS ➢ THE STEM SHOULD BE FIRM AND BRIGHT GREEN IN COLOUR
SNOW PEAS 	KILOGRAMS	➢ GREEN IN COLOUR ➢ TENDER ➢ HAVE NO SEEDS ➢ TRIMMED
FRENCH BEANS	KILOGRAM	➢ GREEN N COLOUR ➢ TENDER

		➢ HAVE NO SEEDS ➢ TRIMMED
GARLIC 	KILOGRAM	➢ HEADS CLOSED IN DRY PAPERY LEAVES ➢ SHOULD NOT BE SOFT ➢ NO SPROUTS ➢ PACKED IN NETS
MANAGU LEAVES (PLUCKED) 	BUNCHES	➢ GREEN LEAVES ➢ NO YELLOW OR BLACK SPOTS ➢ NO SIGNS OF WILTING
FRESH GINGER 	KILOGRAM	➢ PETTE BROWN IN COLOUR ➢ FIRM WITHOUT BRUISES ➢ CLEAN AND PACKED IN CLEAN CRATES
BROCCOLI 	KILOGRAMS	➢ TIGHT HEAD ➢ GREEN FLORETS ➢ FRESH AND MOIST STALK ➢ CLEAN AND PACKED IN CLEAN CRATES
MINT LEAVES 	BUNCHES	➢ GREEN IN COLOUR ➢ FRESHLY HARVESTED WITH NO SIGNS OF WILTING ➢ CLEAN AND TIED IN BUCCHES USING BANANA SHEATH
CARROTS 	KILOGRAM	➢ FIRM ➢ SMOOTH SKIN ➢ BRIGHT ORANGE IN COLOUR ➢ BLACK ON THE TOP ➢ MEDIUM IN SIZE ➢ CLEAN AND PACKED IN CLEAN CRATES

BUTTERNUT	KILOGRAM	➢ SKIN SHOULD BE EVEN CREAM IN COLOUR ➢ FIRM WITH NO BRUISES ➢ CLEAN AND PACKED IN CLEAN CRATES
EGG PLANT	KILOGRAM	➢ FRESHLY HARVESTED ➢ GREEN STEM ➢ SMOOTH AND SHINY SKIN ➢ SMALL TO MEDIUM SIZE TO AVOID BUTTERFLIES ➢ CLEAN AND PACKED IN CLEAN CRATES
HARD LETTUCE	PIECES	➢ CLOSED HEAD WITH DARK GREEN OUTER LEAVES ➢ MEDIUM IN SIZE ➢ COMPACT AND FIRM BUT SPRINGY
ASPARAGUS	KILOGRAMS	➢ BRIGHT GREEN SPEARS WITH FIRM STEMS ➢ CLOSED AND COMPACT TIPS ➢ WHEN SQUEEZED THE STEM SHOULD SQUEEK ➢ CLEAN AND TIED WITH RUBBER BANDS
PINEAPPLES	KILOGRAMS	➢ BRIGHT AND FAIRLY GREEN LEAVES ➢ FIRM SHELL ➢ DISTINCTIVE PINEAPPLE SMELL ➢ GREENISH –YELLOWISH EXTERIOR ➢ CLEAN AND NICELY PACKED IN CRATES
APPLES (GREEN/RED)	KILOGRAM	➢ GREEN OR RED IN COLOUR ➢ FIRM WITH NO BRUISES

		➢ PLAESANT AROMA ➢ NICELY PACKED IN TRAYS THEN CARTON
AVOCADO 	PIECES	➢ RIPE AND WITHOUT DAMAGED SKIN ➢ CLEAN AND PACKED NICELY TO AVOID DAMAGES
ORANGES 	KILOGRAM	➢ FIRM ➢ SMOOTH AND BRIGHT CLOURED SKIN ➢ SHOULD NOT BE DISCOLOURED OR WRINKLED SKIN ➢ CLEAN AND PACKED IN CLEAN CRATES
LEMONS 	KILOGRAMS	➢ LIGHT GREEN OR BRIGHT YELLOW IN COLOUR ➢ FINE TEXTURED SKIN ➢ MEDIUM IN SIZE ➢ FIRM AND UNDAMAGED SKIN ➢ JUICE CONTENT TO BE 25% OF THE WEIGHT ➢ CLEAN AND PACKED IN CLEAN CRATES
PAW PAW 	KILOGRAM	➢ SMOOTH SKIN ➢ FIRM ➢ BRIGHT YELLOW IN COLOUR ➢ CLEAN WITHOUT BRUISES ➢ PACKED IN CLEAN CRATES
BANANA KAMPALA	KILOGRAM	➢ BRIGHT YELLOW IN COLOUR ➢ FULL AND PLUMP

		➢ NO BRUISES OR BLACK SPOTS ➢ SHOULD NOT SHOW TRACES OF GREEN SKIN ➢ SHOULD NOT BE DEPRESSED ,MOIST OR DARK ➢ NICELY PACKED IN CRATES
GRAPES 	KILOGRAM	➢ WINE RED IN COLOUR ➢ FIRM AND CRISPY ➢ WELL LABELLED WITH EXPIRY DATE (SHELF LIFE) ➢ NICELY PACKED IN PUNNETS
WATER MELON 	KILOGRAM	➢ HARD AND FIRM SURFACE ➢ UNIFORM SHAPE AND DULL LOOKING IN COLOUR ➢ THE FIELD SPOT SHOULD BE YELLOWWISH CREAM IN COLOUR ➢ CLEAN AND PACKED IN CLEAN CRATES
BEETROOTS 	KILOGRAM	➢ MEDIUM SIZED ➢ FIRM ➢ UNDAMEGED SKIN ➢ PURPLE- PINK IN COLOUR ➢ CLEAN AND PACKED IN CLEAN CRATES

SECTION VII: PRICE SCHEDULE

NAME OF TENDER: SUPPLY & DELIVERY OF FRUITS AND VEGETABLES.
TENDER NO: KUTRRH/TNDR/G/021/FV/2020-2022.

SUPPLY AND DELIVERY OF FRUITS.

SUPPLY OF FRUITS				
LOT 1				
ITEM NO.	ITEM DECSRIPTION	UNIT OF ISSUE	QUANTITY	UNIT PRICE
1	LEMON	KGS	1	
2	ORANGES	KGS	1	
3	PASSION FRUIT	KGS	1	
4	PAW PAW	KGS	1	
5	MOUNTAIN PAW PAW	KGS	1	
			TOTAL	

SUPPLY OF FRUITS				
LOT 2				
ITEM NO.	ITEM DECSRIPTION	UNIT OF ISSUE	QUANTITY	UNIT PRICE
1	GRAPES (RED)	KGS	1	
2	GRAPES(GREEN)	KGS	1	
3	APPLES(RED)	KGS	1	
4	APPLES (GREEN)	KGS	1	
5	BANANAS (RIPE)	KGS	1	
			TOTAL	

SUPPLY OF FRUITS				
LOT 3				
ITEM NO.	ITEM DECSRIPTION	UNIT OF ISSUE	QUANTITY	UNIT PRICE
1	PINEAPPLE	KGS	1	
2	PEARS	KGS	1	
3	SWEET MELON	KGS	1	
4	WATER MELON	KGS	1	
5	THORN MELON	KGS	1	
			TOTAL	

SUPPLY OF FRUITS				
LOT 4				
ITEM NO.	ITEM DECSRIPTION	UNIT OF ISSUE	QUANTITY	UNIT PRICE
1	RIPE AVOCADO	KGS	1	
2	RIPE AVOCADO(HARSE)	KGS	1	
3	APPLE MANGO	KGS	1	
4	TREE TOMATOES	KGS	1	
			TOTAL	

SUPPLY AND DELIVERY OF VEGETABLES

SUPPLY OF VEGETABLES				
LOT 1				
ITEM NO.	ITEM DECSRIPTION	UNIT OF ISSUE	QUANTITY	UNIT PRICE
1	BUTTERNUT	KGS	1	
2	PUMPKIN(WHOLE)	KGS	1	
3	ARROW ROOTS	KGS	1	
4	SWEET POTATOES	KGS	1	
5	IRISH POTATOES	KGS	1	
6	MATOKE(BUNCH			
			TOTAL	

SUPPLY OF VEGETABLES				
LOT 2				
ITEM NO.	ITEM DECSRIPTION	UNIT OF ISSUE	QUANTITY	UNIT PRICE
1	GREEN PEPPER(HOHO)	KGS	1	
2	COURGETTE	KGS	1	
3	EGG PLANT	KGS	1	
4	GARLIC(LOCAL)	KGS	1	
5	ASPARAGUS	KGS	1	
6	LEMON GRASS			
			TOTAL	

SUPPLY OF VEGETABLES				
LOT 3				
ITEM NO.	ITEM DECSRIPTION	UNIT OF ISSUE	QUANTITY	UNIT PRICE
1	DHANIA(CORRIANDER)	KGS	1	
2	CELERY	KGS	1	
3	LEEKS	KGS	1	
4	CUCUMBER	KGS	1	
5	CARROTS	KGS	1	
			TOTAL	

SUPPLY OF VEGETABLES				
LOT 4				
ITEM NO.	ITEM DECSRIPTION	UNIT OF ISSUE	QUANTITY	UNIT PRICE
1	MANAGU LEAVES(PLUCKED)	KGS	1	
2	KUNDE LEAVES(PLUCKED)	KGS	1	
3	TERERE LEAVES(PLUCKED)	KGS	1	
4	PUMPKIN LEAVES(PLUCKED)	KGS	1	
5	KAHURURA	KGS	1	
			TOTAL	

SUPPLY OF VEGETABLES				
LOT 5				
ITEM NO.	ITEM DECSRIPTION	UNIT OF ISSUE	QUANTITY	UNIT PRICE
1	CAULIFLOWER	KGS	1	
2	BROCCOLI	KGS	1	
3	SUKUMA WIKI(KALES)	KGS	1	
4	SPINACH	KGS	1	
5	CABBAGE(RED)	KGS	1	
6	CABBAGE(WHITE)	KGS	1	
7	LETTUCE	KGS	1	
			TOTAL	

SUPPLY OF VEGETABLES				
LOT 6				
ITEM NO.	ITEM DECSRIPTION	UNIT OF ISSUE	QUANTITY	UNIT PRICE
1	FRESH TURMERIC	KGS	1	
2	GRESH GINGER	KGS	1	
3	ROSEMARY LEAVES	KGS	1	
4	GREEN CHILLI	KGS	1	
5	PARSLEY	KGS	1	
6	MINT LEAVES	KGS	1	
			TOTAL	

SUPPLY OF VEGETABLES				
LOT 7				
ITEM NO.	ITEM DECSRIPTION	UNIT OF ISSUE	QUANTITY	UNIT PRICE
1	FRESH GREEN PEAS (SHELLED)	KGS	1	
2	GREEN MAIZE(SHELLED)	KGS	1	
3	SNAP PEAS	KGS	1	
4	SNOW PEAS	KGS	1	
5	YELLOW BEANS	KGS	1	
6	BLACK BEANS			
			TOTAL	

SUPPLY OF VEGETABLES				
LOT 8				
ITEM NO.	ITEM DECSRIPTION	UNIT OF ISSUE	QUANTITY	UNIT PRICE
1	ONIONS DRIED(RED ONION)	KGS	1	
2	TOMATOES	KGS	1	
3	YAMS	KGS	1	
4	CASSAVA	KGS	1	
5	BEETROOT	KGS	1	
			TOTAL	

Signature of tenderer _____

Notes:

a. Awards will be made to the lowest responsive evaluated bidder(s).

SECTION VIII- STANDARD FORMS

1. Form of Tender
2. Contract Form
3. Confidential Questionnaire Form
4. Bid Securing Declaration Form
5. Performance Security Form
6. Bank Guarantee Form
7. Notification of Intention to Award
8. Litigation History Form
9. Integrity Declaration
10. Anti-Corruption Declaration
11. Dealership/Manufacturer's Authorization Form
12. Form RB1

FORM 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)*, of which is hereby duly acknowledged, we, the undersigned, offer to provide…… *[description of goods]* in conformity with the said tender documents for the sum of……. *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to ……. percent of the Contract Price for the due performance of the Contract, in the form prescribed by (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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of_____ 20

Name *[In the capacity of]* *[signature]*

Duly authorized to sign tender for and on behalf of_____

FORM 2

CONTRACT FORM (TO BE SIGNED BY THE WINNING TENDERER AND KUTRRH)

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 materials and spares. Viz…… [brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of ……[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

    (a) the Tender Form and the Price Schedule submitted by the tenderer;
    (b) the Schedule of Requirements;
    (c) the Technical 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 tenderer hereby covenants with the Procuring entity to provide the materials and spares 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 provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by_____the _____(for the Procuring entity)

Signed, sealed, delivered by_____the _____(for the tenderer)

in the presence of_____.

FORM 3 CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Which ever applies to your type of business

You are advised that it is a serious offence to give false information on this Form.
Part _____ General:
Business Name……

Location of Business Premises

……

Plot No. …….. Street/Road ……

Postal Address …….. Tel./No.....

……..

Fax ……..…… Email ……..

Nature of business ……

Registration Certificate No. ……..

Maximum value of business which you can handle at any one time Kshs: ……
Name of your bankers …… Branch
……
Part 2(a) – Sole Proprietor:
Your name in full ……Age …….
Nationality ……Country of origin ……
Citizenship details……
Party 2(b) – Partnership
Give details of partners as follows

No	Name	Nationality	Citizenship Details	Shares
1				
2				
3				
4				
5				
6				
7				
8				
9				

10				

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

No	Name	Nationality	Citizenship Details	Shares
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Date…….. Signature of Tenderer ……..

If a citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration

Stamp……

FORM 4 BID SECURING DECLARATION FORM

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

Date:…… *of Bid Submission]*

Tender No……

To: Kenyatta University Teaching, Referral and Research Hospital

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of ***Two years*** starting on ***the date of this tender Opening*** if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or

(b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (I) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.

3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (I) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

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

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

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

Dated on day of , *[insert date of signing]*

FORM 5- Not Applicable

PERFORMANCE SECURITY FORM (TO BE PROVIDED AFTER SIGNING OF CONTRACT)

To: ……[name of the 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 services](Hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with *a* bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.
AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ……*[amount of the guarantee in words and figures]*,

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ……*[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20_____

Signature and seal of the Guarantors

_____
[name of bank or financial institution]

_____
[address] _____
[date]

(Amend accordingly if provided by Insurance Company)

FORM 6

BANK GUARANTEE FORM FOR ADVANCE PAYMENT

To……[name of tender]……

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,……[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with 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 institution],* 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 thereunder 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 and in full effect from the date of the advance payment received by the tenderer under the Contract until *[date].*

Yours truly,

Signature and seal of the Guarantors _____

[name of bank or financial institution]

_____

[address] _____*[date]*

FORM 7

NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT

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.

4. Please note that this Notification does not constitute a Contract.

5. You will be required to give a 10% performance bond in form of a Bank Guarantee from a bank registered in Kenya, prior to Contract signing.

*(FULL PARTICULARS)*_____
_____

SIGNED FOR ACCOUNTING OFFICER

FORM 8

LITIGATION HISTORY FORM

Bidders must provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

Year	Award for or against	Name of client, cause of litigation and matter in dispute	Disputed amount (current value, Kshs. Equivalent
2019			
2018			
2017			
2016			
2015			
2014			
2013			

Signature & Stamp……

Date……

FORM 9

INTEGRITY DECLARATION

UNDERTAKING BY TENDERER ON ANTI – BRIBERY POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

1. Each Tenderer must submit a statement, as part of the Tender documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate Senior Corporate Officer of the Tendering company and, where relevant, of its subsidiary in the Kenya. If a Tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate Senior Corporate Officer.

2. Tenderers will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the Tenderer may cover the subcontractors and consortium partners in its own statement, provided the Tenderer assumes full responsibility.

    a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.

    b) Each Tenderer will make full disclosure in the Tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the Tender and, if successful, the implementation of the contract.

    c) The successful Tenderer will also make full disclosure [quarterly or semi-annually] of all payments to agents and other third parties during the execution of the contract.

    d) Within six months of the completion of the performance of the contract, the successful Tenderer will formally certify that no bribes or other illicit commissions have been paid. The final accounting shall include brief details of the goods and services provided that they are sufficient to establish the legitimacy of the payments made.

    e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.

3. Tenders which do not conform to these requirements shall not be considered.

4. If the successful Tenderer fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:

   a) Cancellation of the contract;

   b) Liability for damages to the public authority and/or the unsuccessful competitors in the Tendering possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).

5. Tenderers shall make available, as part of their Tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.

6. The Government of Kenya has made special arrangements for adequate oversight of the procurement process and the execution of the contract, and has invited civil society and other competent Government Departments to participate in the oversight. Those charged with the oversight responsibility will have full access to all documentation submitted by Tenderers for this contract, and to which in turn all Tenderers and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a Tenderer may be disclosed to another Tenderer or to the public).

FORM 10

ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

(Sections 62 of the PPAD Act, 2015)

I/We/Messrs……

of Street, Building, P O Box……

……

Contact/Phone/E mail……

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We ……

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No ……..

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized ……Signature……

Name and Title of Signatory……

FORM 11

DEALERSHIP/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.

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 of ……20…….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 of ……...20……

SIGNED
Board Secretary