



*...towards a prosperous future together*

**TENDER DOCUMENT**

**FOR**

**TWO-YEAR SERVICE AND MAINTENANCE CONTRACT FOR STAND-BY GENERATORS**

**TENDER NO. ST/ADM/CSG/03/2020**

**TENDER CLOSING DATE- 5<sup>TH</sup> MARCH, 2020 at 10.00am**

**ALL TENDERERS ARE ADVISED TO READ CAREFULLY THIS TENDER DOCUMENT IN ITS ENTIRETY BEFORE MAKING ANY BID**

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## **SECTION I – INVITATION TO TENDER**

**DATE: 20<sup>TH</sup> FEBRUARY, 2020**

**TENDER NO. ST/ADM/CSG/03/2020**

**TENDER NAME: TWO-YEAR SERVICE AND MAINTENANCE CONTRACT FOR STAND – BY GENERATORS.**

- 1.1 Stima DT Sacco invites sealed bids from all interested candidates for the **Provision of Two-year Service and Maintenance contract for stand – By generators.**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents from Procurement Office, Stima Sacco, Stima Sacco plaza, 1st Floor Mushembi Road, during normal working hours from Monday to Friday (excluding any public or gazetted holiday) between **9.00 a.m. & 12.30 p.m.** and **2.00 p.m. & 4.30 p.m.**
- 1.3 A complete set of tender documents may be may downloaded from Stima DT Sacco society website ([www.stima-sacco.com](http://www.stima-sacco.com)) free of charge. All bidders will be required to email their name, email address, physical address and telephone contacts to [procurement@stima-sacco.com](mailto:procurement@stima-sacco.com).
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings or easily convertible foreign currency and shall remain valid for a period of **120 days** from the Closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and name and be deposited in the Tender Box at Ground Floor, Stima Sacco Plaza, Nairobi and be addressed to:

**Chief executive officer  
Stima Sacco society ltd  
P.O. BOX 75629-00200 Nairobi.**

To be received on or before **5<sup>th</sup> March, 2020 at 10.00 am.**

- 1.6 Clarifications and/or addendums shall be uploaded only on the Stima Sacco website and send to the official email addresses of the bidders who have registered. Bidders are advised to periodically check the website for any clarifications and/or addendums.
- 1.7 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Stima Sacco board Room second floor.

## SECTION II – INSTRUCTIONS TO TENDERERS

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## **SECTION II INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1. This Invitation to tender is open to all Tenderers eligible as described in the invitation to Tender. Successful Tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. Stima DT Sacco 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 Stima DT Sacco to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services 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 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Stima DT Sacco, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/=
- 2.2.3 Stima DT Sacco shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- i) Instructions to Tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Details of service
  - vi) Form of tender
  - vii) Price schedules
  - viii) Contract form
  - ix) Confidential business questionnaire form

- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

2.3.2. 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.

#### **2.4 Clarification of Documents**

2.4.1. A prospective candidate making inquiries of the tender document may notify Stima DT Sacco in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. Stima DT Sacco will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by Stima DT Sacco. Written copies of the Stima DT Sacco response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers who have received the tender documents"

2.4.2. Stima DT Sacco 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

#### **2.5 Amendment of documents**

2.5.1. At any time prior to the deadline for submission of tenders, Stima DT Sacco, 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 issuing an addendum.

2.5.2. All prospective Tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their tenders, Stima DT Sacco, at its discretion, may extend the deadline for the submission of tenders.

#### **2.6 Language of tender**

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and Stima DT Sacco, shall be written in English language. 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.

## **2.7 Documents Comprising the Tender**

The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

## **2.8 Form of Tender**

2.8.1 The Tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6 Price variation requests shall be processed by Stima DT Sacco within 30 days of receiving the request.

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers.

## **2.11 Tenderers Eligibility and Qualifications.**

2.11.1 Pursuant to Clause 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.

2.11.2 The documentary evidence of the Tenderers qualifications to perform the contract if its tender is accepted shall establish to Stima DT Sacco satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 The tender security is required to protect Stima DT Sacco against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of a **bank guarantee**.

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by Stima DT Sacco as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful Tenderer's 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 Stima DT Sacco.

2.12.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by Stima DT Sacco 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 30 or
  - (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by Stima DT Sacco, pursuant to paragraph 2.18. Stima DT Sacco shall reject a tender valid for a shorter period as non-responsive.

2.13.2 In exceptional circumstances, Stima DT Sacco 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 2.12 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.

## **2.14 Format and Signing of Tender**

2.14.1 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.

2.14.2 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. All pages of the tender, except for an amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 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.

## **2.15 Sealing and Marking of Tenders**

2.15.1 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.

The inner and outer envelopes shall:

(a) Be addressed to Stima DT Sacco at the address given in the invitation to tender

(b) Bear, tender number and name in the invitation to tender and the words: “**DO NOT OPEN BEFORE 5<sup>th</sup> March, 2020 at 10.00 am.**”

2.15.3 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”. —

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, Stima DT Sacco will assume no responsibility for the tender’s misplacement or premature opening.

## **2.16 Deadline for Submission of Tenders**

2.16.1 Tenders must be received by Stima DT Sacco at the address specified under paragraph 2.15.2 no later than **5<sup>th</sup> March, 2020 at 10.00 am.**

2.16.2 Stima DT Sacco Society Ltd may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of Stima DT Sacco and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by Stima DT Sacco as provided for in the appendix.

## **2.17 Modification and withdrawal of tenders**

2.17.1 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 tender's is received by Stima DT Sacco prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 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 2.12.7.

2.17.5 Stima DT Sacco may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 Stima DT Sacco 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.

## **2.18 Opening of Tenders**

2.18.1 Stima DT Sacco will open all tenders in the presence of Tenderers' representatives who choose to attend, on **5<sup>th</sup> March, 2020 at 10.00 am** and in the location specified in the invitation to tender. The Tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as Stima DT Sacco, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 Stima DT Sacco 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.

## **2.19 Clarification of tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders Stima DT Sacco 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 shall be sought, offered, or permitted.

- 2.19.2 Any effort by the tenderer to influence Stima DT Sacco in Stima DT Sacco's tender evaluation, tender comparison or contract award decisions may result in the rejection of the Tenderers tender.

Comparison or contract award decisions may result in the rejection of the Tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 Stima DT Sacco will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

- 2.20.2 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 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

- 2.20.3 Stima DT Sacco may waive any minor informality or nonconformity 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.

- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, Stima DT Sacco 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. Stima DT Sacco's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

- 2.20.5 If a tender is not substantially responsive, it will be rejected by Stima DT Sacco and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 Conversion to a single currency**

- 2.21.1 Where other currencies are used, Stima DT Sacco will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

## **2.22 Evaluation and comparison of tenders.**

- 2.22.1 Stima DT Sacco will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 Stima DT Sacco's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

**(a) *Operational Plan.***

Stima DT Sacco Society Ltd requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than Stima DT Sacco Society Ltd's required delivery time will be treated as non-responsive and rejected.

**(b) *Deviation in payment schedule.***

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. Stima DT Sacco may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following: -

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

**2.23. Contacting Stima DT Sacco**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact Stima DT Sacco on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence Stima DT Sacco in its decisions on tender evaluation

tender comparison or contract award may result in the rejection of the Tenderers tender.

## **2.24 Award of Contract**

### **a) Post qualification**

- 2.24.1 In the absence of pre-qualification, Stima DT Sacco 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.
- 2.24.2 The determination will take into account the Tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as Stima DT Sacco deems necessary and appropriate.
- 2.24.3 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 Stima DT Sacco will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **b) Award Criteria**

- 2.24.3 Subject to paragraph 2.29 Stima DT Sacco will award the contract to the successful tenderer 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.
- 2.24.4 Stima DT Sacco 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 Stima DT Sacco's action. If Stima DT Sacco determines that none of the Tenderers is responsive; Stima DT Sacco shall notify each tenderer who submitted a tender.
- 2.24.5 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 Notification of award**

- 2.25.1 Prior to the expiration of the period of tender validity, Stima DT Sacco will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and Stima DT Sacco pursuant to clause 2.29. Simultaneously the other Tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, Stima DT Sacco will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.26 Signing of Contract**

2.26.1 At the same time as Stima DT Sacco notifies the successful tenderer that its tender has been accepted, Stima DT Sacco will simultaneously inform the other Tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Stima DT Sacco.

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

## **2.27 Performance Security**

2.27.1 Within thirty (30) days of the receipt of notification of award from Stima DT Sacco, 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 Stima DT Sacco.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Stima DT Sacco may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 Stima DT Sacco requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 Stima DT Sacco 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;

2.28.3 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 particulars of the tender shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions 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	Particulars of appendix to instructions to tenderers
2.1	<b><i>Particulars of eligible tenderers</i></b> Firms offering Generator Service and Maintenance Services, Registered in Kenya and meeting all statutory requirements.
2.8	The Form of Tender must be dully filled, signed and stamped.
2.10	<b><i>Particulars of other currencies allowed.</i></b> Price should be in Kenya shillings only or a freely convertible currency.
2.12	Tender security required is <b>KES. 50,000.00</b> in form of a bank guarantee from a reputable bank in Kenya valid for <b>120 days</b> from tender closing date.
2.13.1	Tender shall remain valid for a period of <b>120</b> days from the date of opening.
2.14.1	Bidders shall provide <b>1 ORIGINAL</b> copy of the tender document clearly marked original and <b>1</b> other copy marked <b>COPY</b> all placed in one envelope and tender name and number and closing date clearly written on top of the envelope.
2.16	<b>Deadline for Submission of Tenders /Closing date shall 5<sup>th</sup> March, 2020 at 10.00 am.</b>
2.28	Performance security of 10% of the contract price will be required from the winning bidder after the award of the tender

## EVALUATION CRITERIA

Stima DT Sacco will consider the following three categories of criteria to evaluate the tenders.

Stage 1. Compliance to Mandatory requirement

Stage 2. Compliance to technical requirements on capacity to deliver the contract.

Stage 3. Financial evaluation

Stage 4. Due Diligence

### (1) MANDATORY REQUIREMENTS

The following mandatory requirements must be met notwithstanding other requirements in the tender document: This stage shall be evaluated on a PASS/FAIL basis.

No.	Documents to be submitted	PASS/FAIL (√/X)
1.	<b>1</b> Original and <b>1</b> copy of Tender document <b>MUST</b> be paginated/serialized/Numbered sequentially on all pages including attachments from the beginning of the document to the end. This includes <b>ALL</b> the attachments submitted by the bidder and <b>ALL</b> the pages already paginated by Stima DT Sacco.	
2.	Submit an original tender security of kshs <b>50,000.00</b> in form of unconditional <b>bank guarantee</b> from a reputable bank in Kenya valid for <b>120 days</b> from the date of tender opening	
3.	Confirmation of Directors (CR. 12) for companies - <b>This should be the one issued within three months from the tender closing date.</b> OR <b>Kenya Business Name Registration form (BN2)</b> for sole proprietor or partnerships.	
4.	Copy of Certificate of Incorporation/Registration	
5.	Submission of Valid Tax compliance certificate ( <b>Expired tax compliance certificates will not be accepted</b> )	
6.	Submission of Manufacturers authorization	
7.	Duly filled and signed form of tender	
8.	Dully filled, signed and stamped Confidential Business Questionnaire.	
9.	Dully filled, signed and stamped Declaration form	
10.	Certified copies of two years audited accounts (2017 & 2018)	

### **Important Note:**

*The tenderers who do not satisfy any of the above requirements shall be considered as non –responsive and will not be evaluated further.*



**(2) TECHNICAL EVALUATION CRITERIA**

**Technical evaluation criteria will be as follows: -**

No	Requirement	Maximum points	Awarded points
1	<p><b>Relevant experience of the firm.</b></p> <p>i. Number of years in the business of servicing and maintenance of generator evidenced by at least four (4) LPOs or contracts  <b>2.5 points for every year's experience - max (10 points)</b></p> <p>ii. Recommendation letters from four (4) corporate clients and in client letter head and for each letter attach copies of LPOs or contracts  <b>2.5 points for each – Max (10 points)</b></p>	20	
2	Company profile including management team and board of directors	10	
3	<p><b>Technical Knowledge;</b></p> <p>i. CV including relevant certificates for at least three technicians  <b>(5 points each)</b></p> <p>ii. Previous experience for at least three technicians in handling similar equipment <b>(5 points each)</b></p>	30	
4.	<p><b>Work Program</b>  Detailed Work Programme and methodology on how to handle the project covering the intended duration of the project.</p>	10	
5.	Workshop facilities(Evidence of physical address and premises - ownership document/Lease Agreement)	5	
6.	<p><b>Presentation</b>  Presentation and response (includes, binding, neat presentation, separations and arrangement of requested information and general response to all requirements document  Good Presentation-----5 marks  Poor Presentation-----0 marks</p>	5	
7.	<p><b>Financial Capacity</b>  Evidence of Financial Resources</p> <p>i. Reference letters (in the bank's letterhead) from applicant's bank regarding their credit position. 5 Marks</p> <p>ii. Audited Financial Statements for the last two years 5 Marks</p>	10	

8.	<b>Value of Business Firm can handle: -</b> Less than Ksh. 1,000,000 - 2 points Ksh. 1,000,000 to Ksh. 5,000,000 - 5 points Ksh. 5,000,001 and above – 10 points Evidenced by bank statement for the last 12 months	10	
<b>TOTAL</b>		<b>100</b>	

**Note: The pass mark to proceed for further evaluation stage shall be 70 marks.**

### **3) FINANCIAL EVALUATION**

This will entail making comparison of the bid prices submitted by the respective bidders who will have submitted all the mandatory requirements in (1) above and met the pass mark of 70% under the technical evaluation criteria outlined in (2). The winning bidder will be the lowest evaluated bidder among these firms.

### **4) DUE DILIGENCE**

*Stima DT Sacco may visit the premises and confirm the details.*

## SECTION III GENERAL CONDITIONS OF CONTRACT

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## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between Stima DT Sacco 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 services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to Stima DT Sacco under the Contract.
- d) “Stima DT Sacco Society Ltd” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### **3.2 Application**

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

### **3.3 Standards**

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements.

### **3.5 Patent Right's**

The tenderer shall indemnify Stima DT Sacco against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

### 3.6 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Stima DT Sacco the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 The proceeds of the performance security shall be payable to Stima DT Sacco as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to Stima DT Sacco and shall be in the form of a **bank guarantee**.
- 3.6.4 The performance security will be discharged by Stima DT Sacco and returned to the candidate not later than thirty (30) days following the date of completion of the Tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### 3.7 Inspections and Tests

- 3.7.1 Stima DT Sacco or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. Stima DT Sacco shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). 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 Stima DT Sacco.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, Stima DT Sacco may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to Stima DT Sacco.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### 3.8 Payment

- 3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

### 3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in Stima DT Sacco's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.10 Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with Stima DT Sacco's prior written consent.

### **3.10 Termination for Default**

Stima DT Sacco 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 provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by Stima DT Sacco.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of Stima DT Sacco has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event Stima DT Sacco terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to Stima DT Sacco for any excess costs for such similar services.

### **3.12 Termination of insolvency**

Stima DT Sacco 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 Stima DT Sacco.

### **3.13 Termination for convenience**

3.13.1 Stima DT Sacco 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 Stima DT Sacco convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination Stima DT Sacco may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of disputes**

Stima DT Sacco's and the contractor shall make every effort to resolve amicably by direct informal negotiations any 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15 Governing Language**

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

### **3.16 Force Majeure**

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

### **3.17 Applicable Law.**

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

### **3.18 Notices**

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

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

## SECTION IV: SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract.

<b>General conditions of contract reference</b>	<b>Special conditions of contract</b>
3.6 Performance security	A performance security of 10% of the total contract price in the form of a bank guarantee from a reputable commercial bank will be required from the winning bidder.
3.8 Payment	Payment will be done within 30 days on receipt of certified invoice and upon determination to Stima DT Sacco's satisfaction that the services were offered as per the contract terms.
3.9 Prices Adjustment Clause	Price adjustments shall not be allowed for the entire contract period
3.14 Resolution of disputes	In case of a dispute between the purchaser and the supplier and in case of failure to amicably solve issues, the dispute shall be referred to the adjudication or arbitration in accordance with the laws of Kenya.
3.17 Applicable law	contract shall be interpreted in accordance with the laws of Kenya



## SECTION V - SCHEDULE OF SERVICES

Item No.	Description	Qty	Rating	Engine
1.	Head Office- Mushembi Road, Parklands, Nairobi.	1	40 KVA	JOHN DEER BCJD40P
2.	Eldoret branch- Zion Mall Off Uganda Road, Eldoret	1	22 KVA	CUMMIN
3.	Mombasa branch- Nkruma Road, Electricity house, Mombasa	1	50 KVA	PERKINS (PRAMAC) GSW65
4.	Embu branch- Pearl Centre Dayo S N Patel road, Embu	1	20 KVA	HISAKI HKD 15KW
5.	Nakuru Branch- Meems Building Kenyatta Avenue Nakuru	1	42.5 KVA	POWERLINK

**Duration of the Contract:**

The successful bidder will provide the services for a duration of **two (2) years** from the date of this contract (Hereinafter referred to as “the term”).

**Note that:** The Second Year **SHALL** be based on satisfactory performance in the first year of service provision.

This contract shall be deemed to have commenced immediately on signing by both parties. The term may be extended for another one year upon agreement by both parties and subject to continuous satisfactory work performance.

## **DESCRIPTION OF SERVICES**

### **1. SCOPE OF SERVICE AND MAINTENANCE**

This will be as described in the Schedule of service, Price schedule of service (Bill of quantities) detail of service and maintenance as well as the Service level agreement.

### **2. DETAILS OF MAINTENANCE CONTRACT**

The contract will comprise of preventive and curative maintenance as detailed in above, schedule of services and bills of quantities.

### **3. PREVENTIVE MAINTENANCE REQUIREMENTS**

Preventive maintenance will involve the following:

- Scheduled quarterly servicing and maintenance.
- Training/Knowledge transfer.

### **4. SCHEDULED QUARTERLY SERVICING AND MAINTENANCE (SQSM)**

This will involve checking the Generator after every three months within a year.

The Service provider (SP) will have an expert travel and visit the site(s) premises as per the schedule.

During his working travel the expert will perform a technical check-up of the entire generator which will involve the following:

- Visual inspection of the generator
- Carrying out test drives and noting down all relevant test parameters like voltages, currents, Gas levels, resistance, power, temperatures among others.
- In the event of malfunctioning of the generator, provide or define remedy actions to rectify the faults.
- Generate a detailed service report which will summarize all actions taken

**SECTION VI PRICE SCHEDULE OF REQUIREMENTS:**

1. Unless there is unforeseen breakdown, the service for each generators is quarterly (after every three months).
2. In the below table, kindly quote for a single service for each quarter

ITEM DESCRIPTION.		PROPOSED PRICE FOR EACH BRANCH				
<b>A. Replaceable spare parts in a normal service</b>						
		Head office	Eldoret branch	Mombasa branch	Embu branch	Nakuru Branch
1.	Fuel filter					
2.	Oil filter					
3.	Air filter					
4.	Engine oil					
5.	Radiator service					
6.	Labour charge for each					
<b>Total per branch per service</b>						
<b>SUB TOTAL</b>						

Name of tenderer.....

Stamp and Signature of tenderer.....

**B. Other spare parts on need basis.**

For the below table, please quote for the other spare parts that will be replaced as and when required. This is what is not covered in a normal service and may be required in case the generator breaks down.

S/No.	DESCRIPTION	Head office	Eldoret branch	Mombasa branch	Embu branch	Nakuru Branch
1.	2.5mm Signal cable					
2.	Auto module card					
3.	Automatic voltage regulator					
4.	Auxiliary contact onc					
5.	Battery terminals					
6.	Bypass filter					
7.	Bypass switch					
8.	Changeover panel - g tech					
9.	Charging alternator					
10.	Complete fuel injector					
11.	Complete gasket set					
12.	Complete water pump					
13.	Connecting bearing standard					
14.	Construction of generator plinthand cage as per specifications attached					
15.	Control relay					
16.	Control timers(on /off delay)					
17.	Declogging of radiator					
18.	Electric starter					
19.	Emergency button complete					
20.	Engine interface module					

21.	Fan belt					
22.	Fuel cap					
23.	Fuel gauge					
24.	Fuel injector nozzle					
25.	Fuel pipes					
26.	Fuel pump					
27.	Fuel solenoid assembly complete					
28.	Fuse					
29.	Generator contactor					
30.	Hour meter					
31.	Injector pump callibration					
32.	Inlet and exhaust valves					
33.	Labour charge for relocation					
34.	Mains bearing set standard					
35.	Mains contactor (4 pole) abb					
36.	Oil seals					
37.	Oil sensor					
38.	PCB					
39.	Phase failure relay					
40.	Piston					
41.	Piston rings set standard					
42.	Protection/control fuse					
43.	Radiator cap					
44.	Radiator coolant					
45.	Rewinding of gen. alternator ,					
46.	Set of interlocks					

47.	Starting battery maintenance free					
48.	Starting battery maintenance free-wet					
49.	Stop selonoid					
50.	Temperature sensor					
51.	Transport of generator/ km					
52.	Trickle charger					
53.	Water hose					
54.	Water separator					
55.	Water temperature switch					
<b>SUB TOTAL</b>						

Name of tenderer.....

Stamp and Signature of tenderer.....

**Duration of The Contract:**

The successful bidder will provide the services for a duration of **two (2) years** from the date of this contract (Hereinafter referred to as “the term”).

**Note:** The Second Year **SHALL** be based on satisfactory performance in the first year of service provision.

This contract shall be deemed to have commenced immediately on signing by both parties. The term may be extended for another one year upon agreement by both parties and subject to continuous satisfactory work performance.

## **SECTION VII STANDARD FORMS**

1. Form of tender
2. Declaration Form
3. Confidential Questionnaire form
4. Tender security form
5. Performance security form
6. Contract form
7. Principal's or manufacturers authorization form

**FORM OF TENDER**

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To:  
Chief Executive Officer  
Stima DT Sacco society  
P. O Box 75629- 00200 Nairobi.

Gentlemen and/or Ladies: -

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer provision of servicing and maintenance of stand- by generators for Stima Sacco head office and branches in conformity with the said Tender document 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 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 Stima DT Sacco society.
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 Contract between us subject to the signing of the contract by both parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_



**DECLARATION FORM**

Date \_\_\_\_\_

Tender No. ....

Tender Name .....

To: Chief Executive Officer  
Stima DT Sacco,  
Mushembi Road, Parklands,  
P.O. Box 75629-00200,  
Nairobi, Kenya.

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address) Declare the following: -

- a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/We or any director of the firm or company is not a person within the meaning of paragraph 2.1.2 of ITT (Eligible Tenderers) of the Instruction to Tenderers.
- d) That I/ We are not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- e) That I/ We are not associated with any other tenderer participating in this Tender.
- f) That I/We do hereby confirm that all the information given in this tender is accurate, factual and true to the best of our knowledge.

Yours sincerely,

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Signature of duly authorized person signing the Tender

\_\_\_\_\_  
Name and Capacity of duly authorized person signing the Tender

\_\_\_\_\_  
Stamp or Seal of Tenderer

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<b>Part 1 General</b>  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 .....																					
	<b>Part 2 (a) – Sole Proprietor</b> Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details .....																				
	<b>Part 2 (b) – Partnership</b> Given details of partners as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4 ...</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4 ...	.....	.....	.....
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3. ....	.....	.....	.....																		
4 ...	.....	.....	.....																		
	<b>Part 2 (c) – Registered Company</b> Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4 ...</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4 ...	.....	.....	.....
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2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4 ...	.....	.....	.....																		
	Date.....Signature of Candidate.....																				

**TENDER SECURITY FORM**

Whereas .....[name of the tenderer]  
(hereinafter called “the tenderer”) has submitted its tender dated.....[date of  
submission of tend.....er ] for the provision of  
.....  
[name and/or description of the services]

(hereinafter called “the tenderer”) .....KNOW ALL  
PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity] (hereinafter called “the Bank”) are bound unto.....

[name of procuring entity] (hereinafter called “Stima DT Sacco”) in the sum of .....

for which payment well and truly to be made to the said Stima DT Sacco, the Bank binds itself,  
its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank  
this \_\_\_\_\_ day of 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:

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

we undertake to pay to Stima DT Sacco up to the above amount upon receipt of its first written demand, without Stima DT Sacco having to substantiate its demand, provided that in its demand Stima DT Sacco will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

---

[signature of the bank]

**PERFORMANCE SECURITY FORM**

To..... [Stima DT

Sacco]

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]*

**CONTRACT FORM**

THIS AGREEMENT made the \_\_\_ day of \_\_\_\_ 20\_\_\_ between..... [Stima DT Sacco] of .....[Kenya]( hereinafter called “StimaSacco”) of the one part and .....[name of tenderer] of .....[city and country of Tenderer] (hereinafter called “the tenderer”) of the other part.

WHEREAS Stima DT Sacco invited tenders for certain Materials and spares. VI.....[brief description of materials and spa Ares] 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) Stima DT Sacco’s Notification of Award.
3. In consideration of the payments to be made by Stima DT Sacco to the tenderer as hereinafter mentioned, the tenderer hereby covenants with Stima DT Sacco to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. Stima DT Sacco 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 Stima DT Sacco)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

In the presence of \_\_\_\_\_.

**MANUFACTURER'S AUTHORIZATION FORM**

To [name of the Procuring entity] .....

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

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

[signature for and on behalf of manufacturer]

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

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

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

BETWEEN .....APPLICANT AND  
.....RESPONDENT (*Stima DT Sacco*)

Request for review of the decision of the..... (*Stima DT Sacco*) 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...

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**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of  
.....20.....

**SIGNED**  
**Board Secretary**