

COAST DEVELOPMENT AUTHORITY



TENDER NO CDA T 010/2020-2021

SUPPLY AND DELIVERY OF TONERS AND CARTRIDGES

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SECTION I - INVITATION TO TENDER

TENDER NO: CDA T 010/2020-2021- SUPPLY OF CATRIDGE AND COPIER TONERS

Coast Development Authority (CDA) invites sealed tenders from eligible candidates for the Supply of Cartridge and Copier Toners for a period of two (2) years with an option of renewal for a further twelve (12) months subject to satisfactory performance.

A complete set of tender documents may be obtained by interested candidates from the Procurement Office, Coast Development Authority (CDA), during normal working hours upon payment of a non - refundable tender fee of Kshs. 1,000.00. The document may also be **viewed and downloaded from Coast Development Authority (CDA)'s websites:** www.cda.go.ke . Bidders who download the tender document will not be required to pay any fee. All payments shall be made to Coast Development Authority (CDA)'s cash office (Headquarters) along Mama Ngina Drive, Mombasa. Upon payment of the tender fee, bidders are required to obtain an official receipt from the Cash Office and immediately forward their particulars to the Procurement Office for records and for the purposes of receiving any further tender clarifications and/or addendums.

Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the **tender box** provided at the Reception or be addressed to:

**The Managing Director
Coast Development Authority
P.O. BOX 1322-80100,
MOMBASA, KENYA.
Tel. +254 20 208009196**

So as to be received on or before 26th February 2021 at 10:00 a.m.

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the CDA Main Boardroom.

**The Managing Director
Coast Development Authority**

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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 instructions to tenderers. Successful tenderers shall provide the goods for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. Coast Development Authority employees, committee members, board members and their relatives (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 Coast Development Authority to provide consulting goods 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 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Coast Development Authority, 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 be Kshs.1, 000/= only for bidders obtaining hard copies at the procurement Department. Bidders may also access and download for free the tender documents from the CDA's website www.cda.go.ke or on the ifmis portal www.tenders.go.ke. Bidders who choose to download MUST register with the procurement office or notify us using the email cda@cda.go.ke giving the following details: Name of Tender, Name of tendering firm, Address, Telephone Numbers, and email these details before the closing date.
- 2.2.3 Coast Development Authority 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 5 of these instructions to tenders

- 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) Form of tender
- viii) Price schedules
- ix) Contract form
- x) Performance security form
- xi) Bank guarantee for advance payment form
- xii) Manufacturer's authorization form
- xiii) Confidential business questionnaire 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 Coast Development Authority in writing or by post, fax or email at CDA's address indicated in the Invitation for tenders. Coast Development Authority 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 the Coast Development Authority. 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 who have received the tender documents.
- 2.4.2. Coast Development Authority 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, CDA, 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, CDA, 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 CDA, 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 2.8, 2.9 and 2.10 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 goods to be performed.*

2.9 **Tender Prices**

- 291 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the goods it proposes to provide under the contract.
- 292 Prices indicated on the Price Schedule shall be the cost of the goods quoted including all customs duties and VAT and other taxes payable:
- 293 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.
- 294 The validity period of the tender shall be 120 days from the date of opening of the tender.
- 295 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 296 Price variation requests shall be processed by Coast Development Authority 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 CDA's 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 : **NOT APPLICABLE**

2.12.3 The tender security is required to protect Coast Development Authority against the risk of Tenderers conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

a) A bank guarantee.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by CDA as non-responsive, pursuant to paragraph 2.20

2.12.6 Unsuccessful tenderers 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 CDA

2.12.7 The successful tenderers tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.37.

2.12.8 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 2.26.
 - (ii) To furnish performance security in accordance with paragraph 2.27.
- (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 CDA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Coast Development Authority as nonresponsive.
- 2.13.2 In exceptional circumstances, Coast Development Authority 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. The tender shall be submitted in two separate envelopes clearly marked.*

2.15.2 The envelopes shall:

Be addressed to the CDA at the address given in the Invitation to Tender: Bear, tender number and name in the Invitation for Tenders and the words, **"DO NOT OPEN BEFORE, 26th February 2021 at 10:00 a.m.**

- 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 unamended 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 envelopes shall:*

(a) Be addressed to Coast Development Authority 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**

26th February 2021 at 10:00 A.m.

- 2.15.2 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".

2.153 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, Coast Development Authority will assume no responsibility for the tender's misplacement or premature opening.

2.16 **Deadline for Submission of Tenders**

2.161 Tenders must be received by Coast Development Authority at the address specified in the appendix to instructions to tenderers no later than **26th February 2021 at 10:00 a.m.**

2.162 Coast Development Authority may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of Coast Development Authority and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.163 Bulky tenders which will not fit in the tender box shall be received by Coast Development Authority as provided for in the appendix.

2.17 **Modification and withdrawal of tenders**

2.171 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 Coast Development Authority prior to the deadline prescribed for the submission of tenders.

2.172 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, post marked not later than the deadline for submission of tenders.

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

2.174 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 2.12.8.

2.175 Coast Development Authority may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.176 Coast Development Authority 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**

- 2181 Coast Development Authority will open all tenders in the presence of tenderers' representatives who choose to attend, 10th July ,2017 at 10.00 a.m. at the CDA Main Board Room. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2182 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as CDA, at its discretion, may consider appropriate, will be announced at the opening.
- 2183 Coast Development Authority 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**

- 2191 To assist in the examination, evaluation and comparison of tenders Coast Development Authority 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.
- 2192 Any effort by the tenderer to influence the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

2.20 **Preliminary Examination and Responsiveness**

- 220.1 Coast Development Authority 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.
- 220.2 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.
- 220.3 Coast Development Authority 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.
- 220.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, Coast Development Authority 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. Coast Development Authority 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 Coast Development Authority and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.21 Conversion to a single currency.

2.21.1 *Where other currencies are used, Coast Development Authority 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 Coast Development Authority shall evaluate and compare the tenders within 15 days of the validity period from the date of opening the tender and 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 goods.

2.22.3 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) Operational Plan.

Coast Development Authority requires that the goods under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders' offering to perform longer than Coast Development Authority 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. Coast Development Authority may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 Preference.

Preference where allowed in the evaluation of tenders SHALL not exceed 15%

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

- (a) Necessary qualifications, capability experience, goods, 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 the CDA.

2.23.1 Subject to paragraph 2.19, no tenderer shall contact Coast Development Authority 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 Coast Development Authority 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, Coast Development Authority 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 Coast Development Authority 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 Coast Development Authority will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) **Award Criteria**

- 2244 CDA 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.
- 2245 Coast Development Authority 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 Coast Development Authority action. If Coast Development Authority determines that none of the tenderers is responsive; Coast Development Authority shall notify each tenderer who submitted a tender.
- 2246 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, Coast Development Authority 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 Coast Development Authority pursuant to clause 2.26. 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 27, CDA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

- 2261 At the same time as Coast Development Authority notifies the successful tenderer that its tender has been accepted, Coast Development Authority will simultaneously inform the other tenderers that their tenders have not been successful.
- 2262 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return **it** to the Coast Development Authority

2263 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

227.1 Within thirty (30) days of the receipt of notification of award from CDA, 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 CDA

227.2 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 Coast Development Authority may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

228.1 Coast Development Authority 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.

228.2 Coast Development Authority 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;

228.3 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 THE TENDERERS

The following information for procurement of goods 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

2.1	Particulars of eligible tenderers: Firms Offering Cartridges and Copier Toners Registered in Kenya
2.2.2	Price to be charged for tender documents. Kshs. 1,000 for those who purchase the tender document directly from CDA and free for those who download the document.
2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents of evidence required. Please see Mandatory requirements on 2.22

	Below
2.12.1	Particulars of tender security if applicable. NOT APPLICABLE
2.12.4	Form of Tender Security: NOT APPLICABLE
2.13	Tenders shall remain valid after date of Tender Opening.
2.14.1	Copies of Tender Documents to be Submitted: An original and one (1) copy
2.16.1	Address of Receiving Tenders: Completed Tender Documents should be deposited in the tender box provided at COAST DEVELOPMENT AUTHORITY P.O BOX 1322 – 80100 MOMBASA, KENYA
2.16.3	Bulky tenders which will not fit in the tender box shall be delivered to the Procurement Unit.

	EVALUATION CRITERIA		
	Preliminary		
2.22	MR1	Copy of current Single Business License.	
	MR2	Valid Certificate of KRA Tax Compliance.	
	MR4	Valid Certificate of registration with National Treasury or Disadvantaged group. (for youth, women and PWD's)	
	MR5	Duly signed/stamped Tender Securing Declaration form	
	MR 6	Duly Signed & stamped anticorruption pledge/statement	
	MR 7	Submission of original & copies of tender document properly TAPE BOUND AND PAGINATED IN THE CORRECT SEQUENCE AND ALL PAGES MUST BE INITIALED/SIGNED/STAMPED.	
	MR8	Certificate of Confirmation of Directors and Shareholding (Valid Copy of CR12) (Evidence of identity to prove youth in the enterprise)/ID Card for Sole Proprietorship	
	MR9	Certificate of Registration	
	MR10	Atleast two recommendation Letters- Letters should have the following details; Signature Stamped Phone numbers Clients contact name Duration of contract.	

Instruct io ns to tendere rs	Particulars of appendix to instructions to tenderers		
	At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further		
2.24	Particulars of post – qualification if applicable. CDA may inspect the premises and confirm details		
2.24.4	Award Criteria: The firm achieving the lowest evaluated price will be awarded the contract.		
2.27	Particulars of performance security if applicable. N/A		
Other's as necessar y	Complete as necessary. None		

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 Coast Development Authority 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 goods to be provided by the contractor including materials and incidentals which the tenderer is required to provide to Coast Development Authority under the Contract.
- d) "Coast Development Authority" means the organization sourcing for the goods under this Contract.
- e) "The contractor" means the individual or firm providing the goods 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 superceded by provisions of other part of contract.

3.3 Standards

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

3.4 Patent Right's

The tenderer shall indemnify Coast Development Authority against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods under the contract or any part thereof .

3.5 Performance Security

- 3.5.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Coast Development Authority the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to Coast

Development Authority as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.5.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to Coast Development Authority and shall be in the form of:

- a) A bank guarantee.
- b) Reputable Insurance Firm

3.5.4 The performance security will be discharged by Coast Development Authority 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.

3.6 Inspections and Tests

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

3.62 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 CDA

3.63 Should any inspected or tested goods fail to conform to the Specifications, Coast Development Authority may reject the goods, and the tendered shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to CDA.

3.64 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 **Payment**

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

3.8 **Prices**

3.8.1 Prices charged by the contractor for goods 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 Coast Development Authority 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.

3.9 **Assignment**

3.9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with Coast Development Authority prior written consent.

3.10 **Termination for Default**

3.10.1 Coast Development Authority 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 goods within the period(s) specified in the Contract, or within any extension thereof granted by CDA.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of Coast Development Authority has engaged in corrupt or fraudulent practices in

competing for or in executing the Contract.

- 3.10.2 In the event Coast Development Authority terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, and the tenderer shall be liable to Coast Development Authority for any excess costs for such similar goods.

3.11 Termination of insolvency

Coast Development Authority 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 CDA.

3.12 Termination for convenience

- 3.12.1 Coast Development Authority 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 Coast Development Authority convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.12.2 For the remaining part of the contract after termination Coast Development Authority may elect to cancel the goods and pay to the contractor on agreed amount for partially completed goods.

3.13 **Resolution of disputes**

- 3.13.1 Coast Development Authority 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.
- 3.13.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.14 **Governing Language**

- 3.14.1 *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.*

3.15 **Force Majeure**

- 3.15.1 *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.*

3.16 **Applicable Law.**

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

3.17 **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.

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: N/A
3.7	Specify method Payments. Payments to be made 30 days on submission of Invoice
3.8	Specify price adjustments allowed. None
3.14	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
3.16	Specify applicable law. Laws of Kenya
3.17	Indicate addresses. Client: Coast Development Authority (CDA) P. O. Box 1322 -80100 Mombasa
Other's as necessary	Complete as necessary

PARTICULARS / SPECIFICATION FOR CATRIDGES AND COPIER TONERS

No.	Item Description	Unit	Qty	Amount
1	Copier Toner Tk410	Pcs	1	
3	Copier Toner Km 1530	Pcs	1	
4	Copier toner KM1635	Pcs	1	
5	Cartridge No CE505A	Pcs	1	
6	Cartridge No CC530A	Pcs	1	
7	Cartridge No 531A	Pcs	1	
8	Cartridge No 532A	Pcs	1	
9	Cartridge No 533A	Pcs	1	
10	Cartridge No542A	Pcs	1	
11	Cartridge No Q6000A	Pcs	1	
12	Cartridge No 6001A	Pcs	1	
13	Cartridge No 6002A	Pcs	1	
14	Cartridge No 6003A	Pcs	1	
15	Cartridge No AR 203E	Pcs	1	
16	Cartridge No CB 540A	Pcs	1	
17	Cartridge No. CE 278A	Pcs	1	
18	Cartridge No 541A	Pcs	1	
18	Catrige No. CB541/2/3	Pcs	1	
19	Hp cartridge 121 black	Pcs	1	
20	Hp cartridge 121 colour	Pcs	1	
21	Hp cartridge 130 black	Pcs	1	
22	Hp cartridge 134 colour	Pcs	1	
23	TONER TK-590 BLACK(KA)	Pcs	1	
24	TONER TK-590 CYAN (KA)	Pcs	1	
25	TONER TK-590 MAGENTA	Pcs	1	
26	TONER TK-590 YELLOW	Pcs	1	
27	TONER TK-590 BLACK	Pcs	1	
28	TONER TK8705Y	Pcs	1	
29	TONER TK-7105	Pcs	1	
30	TONER TK8705K	Pcs	1	
31	TONER TK8705C	Pcs	1	
32	TONER TK8705M	Pcs	1	
33	SOLVENT (INK DILUTOR) 1 LTR FOR INK JET PRINTER	No.	1	
34	BLACK PRINTING INK 1 LTR FOR INKJET PRINTER	No.	1	

Signature of Tenderer _____

SECTION VI - DESCRIPTION OF GOODS

General

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

Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

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.

The tenderers are requested to present information along with their offers as follows:

- i. Shortest possible delivery period of each product.
- ii. Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

SECTION VII - STANDARD FORMS

Notes on the standard Forms

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

2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.

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

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

5. **Format of Tender Security Instrument** - When required by the tender document the tenderer shall provide the tender security in the form included hereinafter.

6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the Multimedia University of Kenya.

7. **List of Clients** - The form is to be filled in the format provided

4.1 FORM OF TENDER

Date _____

Tender _____

To: **The Managing Director**

**Coast Development
Authority P. O.
Box 1322-80100
MOMBASA**

Sir/Madam:

1. Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply of cartridges and copier toners in conformity with the said Tender documents for the sum of _____ *[total Tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.
3. We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We are not participating, as Tenderers, in more than one Tender in this Tendering process.
5. Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.
6. 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.
7. We understand that you are not bound to accept the lowest or any tender you may receive.
8. We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this _____ day of _____ 20 _____

[Signature] [In the capacity of]

Duly authorized to sign Tender for and on behalf of _____

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.

Part 1 General	
<i>Business</i>	<i>Name</i>
.....	
..... <i>Location of</i>	
<i>Business</i>	<i>Premises</i>
<i>Plot</i>	
<i>No,</i>	<i>Street/ Road</i>
.....	
<i>Postal address</i>	<i>Tel No.</i>
.....	

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*.....

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p> <p>.....</p>																									
	<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 20%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
	Name	Nationality	Citizenship details	Shares																						
1.																						
2.																						
3.																						
4.																						

	<p>Part 2 (c) – Registered Company Private or Public State the nominal and issued capital of company Nominal Kshs. _____ Issued Kshs. _____ Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th data-bbox="214 443 310 478">Name</th> <th data-bbox="435 443 578 478">Nationality</th> <th data-bbox="656 443 894 478">Citizenship details</th> <th data-bbox="927 443 1013 478">Shares</th> </tr> </thead> <tbody> <tr> <td data-bbox="277 485 298 512">1.</td> <td colspan="3" data-bbox="321 485 1409 512">.....</td> </tr> <tr> <td data-bbox="277 520 298 548">2.</td> <td colspan="3" data-bbox="321 520 1409 548">.....</td> </tr> <tr> <td data-bbox="277 556 298 583">3.</td> <td colspan="3" data-bbox="321 556 1409 583">.....</td> </tr> <tr> <td data-bbox="277 592 298 619">4.</td> <td colspan="3" data-bbox="321 592 1409 619">.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.			2.			3.			4.		
Name	Nationality	Citizenship details	Shares																		
1.																				
2.																				
3.																				
4.																				
	Date.....Seal / Signature of Candidate.....																				

4.3 **TENDER SECURITY FORM.**

Whereas..... [**Name of the tenderer**]

(Hereinafter called "the tenderer") has submitted its tender dated
[**Date of submission of tender**] for the

..... [**Name and/or description of the tender**]

(Hereinafter called "the Tender")..... KNOW
ALL PEOPLE by these presents that WE.....of
..... [*Name of Insurance Company/Bank*]
having our registered office at
..... (*Hereinafter called "the Guarantor"*), are bound unto
..... [**Procuring Entity**] (Hereinafter called "**Procuring Entity**") in the sum of (Currency and guarantee amount) for
which payment well and truly to be made to the said Coast Development Authority, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this ___ day of _____ 20__.

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to Coast Development Authority up to the above amount upon receipt of its first written demand, without Coast Development Authority having to substantiate its demand, provided that in its demand Coast Development Authority 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 Guarantor not later than the said date.

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

4.4 **CONTRACT FORM**

THIS AGREEMENT made the _____ day of __20 _____ between
[Name of
Procuring Entity] of[**Country of Procurement
entity**](hereinafter called “the Procuring Entity”) of the one part and
.....[**Name of Tenderer**] of[**City and Country
of Tenderer**](hereinafter called “the tenderer”) of the other part.

WHEREAS *the procuring entity invited tenders for certain goods and has accepted a tender for the supply of those goods in the sum of [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 Multimedia University of Kenya to the tenderer as hereinafter mentioned, the tenderer hereby covenants with Coast Development Authority to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. Coast Development Authority 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 Multimedia University of Kenya)

Signed, sealed, delivered by_____the____(for the tenderer)

in the presence of_____.

4.5 PERFORMANCE SECURITY FORM

To:

[Name of the Procuring Entity]

WHEREAS[Name of Tenderer]

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [Reference No. of the contract] dated _____ 20 _____ to Supply.....

[Description goods](Hereinafter called “the contract”)

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

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

THEREFORE WE *hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of*

.....
[Amount of the guarantee in words and 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)

4.6 BANK GUARANTEE FOR ADVANCE PAYMENT

To
[Name of procuring entity]

[Name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment,

[Name and address of tenderer](hereinafter called "the tenderer") shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract an amount of

*.....
[Amount of guarantee in figures and words].*

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

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

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

Yours truly,

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

4.7 MANUFACTURER'S AUTHORIZATION FORM

To [name of the Procuring entity]

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

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

[Signature for and on behalf of manufacturer]

Note: *This letter of authority should be on the letterhead of the Manufacturer and should be signed by an authorized person.*

4.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: *Tender No.* _____

Tender Name _____

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

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 of20.....

SIGNED

Board Secretary

MANDATORY; MUST BE FILLED BY ALL BIDDERS

ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

(Sections 39, 40, 41, 42, 43 & of the PPD Act, 2005)

I/ We/ M/ S.....

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.....

TENDER SECURING DECLARATION

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

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.....

To: *The
Managing
Director
Coast Development
Authority P.O Box
1322-80100
MOMBASA*

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender 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 *[insert number of months or years]* starting on *[insert date]*, 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]*

7. LIST OF CLIENTS

Indicate the details of companies in the private / public sector where you have undertaken/ are undertaking goods of similar nature where the contract sum is at least **Kshs. 100,000 per month**.

N O.	CONTACT INFORMATION	DETAI LS
1	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	
2	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	

NOTE:

Ensure that you have provided reference letters for all the above organizations