



MALINDI WATER & SEWERAGE COMPANY LIMITED P.O BOX 410-80200 MALINDI
E-MAIL: info@malindiwater.co.ke WEBSITE: www.malindiwater.co.ke
TEL: +254 0422131037

REQUEST FOR QUOTATION

QUOTATION No: MAWASCO/REG/10B/2020/2021

NAME:NETWORK CABLING OF ADMINISTRATION BLOCK MALINDI OFFICE

Date:10/05/2021

To:

From:

Malindi Water &Sewerage Co.Ltd

P.O Box 410-80200, Malindi

You are hereby invited to submit quotation on the works listed below:

NOTES

- a) **THIS IS NOT AN ORDER,** Read the conditions and instruction on reverse before quoting.
- b) Return the original copy and retain the duplicate for your record.
- c) Your quotation should indicate final unit price including all costs for delivery, discount, duty and sales tax.
- d) This quotation should be submitted in a plain sealed envelope marked 'Quotation No.' and description of the quoted and be addressed to reach the buyer or be placed in tender/quotation box not later than **Monday 17/05/2021 at 2.30pm**
- e) The works contract will not exceed 4 weeks from the date of quotation award
- f) Quotation **Open to All**

SECTION I:MANDATORY REQUIREMENTS

Attach:

- 1. Copy Certificate of registration/ incorporation
- 2. Copy Valid Tax compliance certificate
- 3. Dully filled, signed and stamped Business Questionnaires

FOR OFFICIAL USE ONLY

NAME	DESIGNATION	SIGNATURE
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Checked by:

SECTION II: BILL OF QUANTITIES

SN O.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (Kshs)	AMOUNT (Kshs)
A. NETWORK DEVICES					
1	D-Link Managed Switch. D-LINK DGS-1210-28P 10/100/1000 BaseT PoE + 4 Combo 1000BaseT/SFP Ports	PC	4		
2	Fiber Optic Cable Fully Armored 12 Cores	Per Meter	100		
3	Easynet Fiber Patch cable LC-LC MM, 50/125MM. 2 Meters.	PC	12		
4	SFP Modules D-Link/Universal MM	PC	4		
5	Giganet 12U Cabinet with Fans	PC	3		
6	Siemon UTP Cable	BOX	12		
7	Siemon Twin Faceplate	PC	60		
8	Powder coated Twin Sided Knock outs (For Internet)	PC	60		
9	Powder coated Twin Sided Knock outs (For Power)	PC	60		
10	Powder coated Metallic trunks (2.4mts) 200MM X 50MM	PC	90		
11	Floor Trunk Dry Powder Coated	PC	8		
12	1 ½ (1.5) inches countersunk Head Screws	BOX	15		
13	1 ½ (1.5) inches Self tapping Screws	BOX	60		
14	Wood Pegs	PKT	60		
15	Cable Ties (Zip Ties) 30CM	PKT	6		
16	Cable Ties (Zip Ties) 15CM	PKT	6		
17	Cat6 RJ 45	PC	70		
18	Siemon 24 port UTP Patch Panel	PC	4		
19	Fully Installed Fiber Patch Panel, 12 Cores – With Trays.	PC	3		
20	Heavy Duty Flexible conduits (Plastic) 1 ½ (1.5) inches	ROLL	1		
21	Siemon Cable Manager 1U. Hook Type	PC	3		
22	Siemon Patch Cables 5-meters	PC	70		
23	Siemon Patch Cables 3-meters	PC	70		
24	Siemon Patch Cables 1-meters	PC	140		
25	HP 800 G2 Desktop PC Intel Core i7-6700@3.4GHz 8GB 1TB; 18.5" TFT Free dos Intel HD	PC	1		
26	APC-UK. UPS 1000VA. With 3PINS Socket.	PC	3		
27	L300 Terminal NComputing Device	PC	10		
	Sub Total A				
B. Server I					
28	HDD P/NO 597609-001 HP 300-GB 6G 10K 2.5 DP SAS	PC	3		

29	RAM P/NO 647650-071 HP 8-GB (1x8GB) LP SDRAM RDIMM	PC	2	
30	NAS (Network Attached Storage) External Storage 16TB	PC	1	
Sub Total B				
C. Skilled Manpower Cost				
31	Fiber Splicing, Cable Management and Testing	Per CORE	12	
32	Switching, VLAN Creation, VOIP Configuration Port Security and Testing	2 days	1	
33	Domain Controls, Active Directory Creation, User Entry and Testing	2 days	1	
34	Trunking, Laying Cabling, Termination and Testing	2 weeks	1	
35	Trenching, cable pulling and drilling	2 weeks	1	
36	Virtualization, Ncomputing Configuration	3 days	1	
Sub Total C				
D. Electrical Works				
37	Power Sockets Single	PC	26	
38	Power Sockets Double	PC	10	
39	Twin with Earth 2.5mm	Roll	4	
40	Labour	2 weeks	1	
Sub Total D				
SUB TOTAL				
VAT 16%				
TOTAL				

AMOUNT IN WORDS

.....
.....
.....

Name of Contractor:

.....

Sign.....**Date and Stamp:**

(Note: In case of discrepancy between unit price and total derived from unit price, the unit price shall prevail)

SECTION III:EVALUATION CRITERIA

The evaluation of this tender shall be conducted in three stages as follows

- (a)Mandatory Eligibility criteria
- (b) Technical Evaluation criteria
- (c) Financial Evaluation criteria
- (d) Qualification criteria
- (e) Award Criteria

(a) MANDATORY ELIGIBILITY CRITERIA

The following shall form the basis for preliminary evaluation

Bidders MUST meet the following;

1. Bidder shall have legal capacity to enter into a contract.(Attach copy Certificate of registration/ incorporation
2. Bidder shall have met its tax obligations (Attach copy Valid Tax compliance certificate)
3. Bidder shall attach a Dully filled, signed and stamped Business Questionnaires

The above requirements are mandatory and failure to comply with one or more requirements shall make the bid Non-responsive and hence shall not be eligible for further evaluation.

(b) TECHNICAL EVALUATION CRITERIA

The bids shall be subjected to detailed evaluation according to section II on the Bill of Quantities as issued.

The bidder shall furnish a technical proposal including a statement of work method,construction schedule and work plan,equipment and personnel sufficient for the completion of the works.

Bid not responsive to the above requirement shall be rejected.

(c) FINANCIAL EVALUATION CRITERIA

Procuring entity shall rectify quantifiable non material non conformities related to the bid price for substancially responsive bids.

The bid price shall be adjusted for comparison purposes only

Time to complete the works from the commencement date shall be between 8weeks minimum and 12 weeks maximum

No credit will be given for completion earlier than the minimum designated period.

QUALIFICATION EVALUATION CRITERIA

Financial Capability

- (i)The bidder shall demonstrate that it has access to,or has available liquid assets,Line of credit and other financial means to meet the cash flow requirement estimated as Kshs 1,500,000.00 (One Million only)Attach documentary evidence.

Experience and Technical Capacity

- **General Experience**

Shall provide atleast one (1) contract of kenya shillings 2 million completed within the last five years prior to the quotation submission deadline.

- **Specific Construction Experience**

The Contractor shall submit atleast one (1) contract of similar nature of a minimum value of Kenya Shillings 2 million or Two (2) contracts of Kshs 1,000,000.00 each which has been successfully and substancially completed in the past five (5) years

CONTRACT AWARD CRITERIA

The procuring entity shall compare the evaluated costs of all substancially responsive bids to determine the bid with the lowest evaluated cost.

The tender shall be awarded to the bidder with the lowest evaluated price.

SECTION V: CONDITIONS OF CONTRACT

Quotation Name: Construction of Milano Water project

Client: Malindi Water & Sewerage Company Limited

1. Definitions

- 1.1 In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

“**Bills of Quantities**” means the priced and completed Bill of Quantities forming part of the tender [where applicable].

“**Schedule of Rates**” means the priced Schedule of Rates forming part of the tender [where applicable].

“**The Completion Date**” means the date of completion of the Works as certified by the Employer's Representative.

“**The Contract**” means the agreement entered into by the Employer and the Contractor as recorded in the Agreement Form and signed by the parties.

“**The Contractor**” refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer.

“**The Contractor's Tender**” is the completed tendering document submitted by the Contractor to the Employer.

“**The Contract Price**” is the price stated in the Letter of Acceptance.

“**Days**” are calendar days; “**Months**” are calendar months.

“**A Defect**” is any part of the Works not completed in accordance with the Contract.

“**The Defects Liability Certificate**” is the certificate issued by Employer's Representative upon correction of defects by the Contractor.

“**The Defects Liability Period**” is the period named in the Appendix to Conditions of Contract and calculated from the Completion Date.

“**Drawings**” include calculations and other information provided or approved by the Employer's Representative for the execution of the Contract.

“**Employer**” Includes Central or Local Government administration, Universities, Public Institutions and Corporations and is the party who employs the Contractor to carry out the Works.

“**Equipment**” is the Contractor's machinery and vehicles brought temporarily to the Site for the execution of the Works.

“**Site**” means the place or places where the permanent Works are to be carried out including workshops where the same is being prepared.

“**Materials**” are all supplies, including consumables, used by the Contractor for incorporation in the Works.

“**Employer’s Representative**” is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.

“**Specification**” means the Specification of the Works included in the Contract.

“**Start Date**” is the date when the Contractor shall commence execution of the Works.

“**A Subcontractor**” is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.

“**Temporary works**” are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

“**A Variation**” is an instruction given by the Employer’s Representative which varies the Works.

“**The Works**” are what the Contract requires the Contractor to construct, install, and turnover to the Employer.

Contract Documents

- 2.1 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;
 - (1) Agreement,
 - (2) Letter of Acceptance,
 - (3) Contractor’s Tender,
 - (4) Conditions of Contract,
 - (5) Specifications,
 - (6) Drawings,
 - (7) Bills of Quantities or Schedule of Rates [whichever is applicable]

Employer’s Representative’s Decisions

- 3.1 Except where otherwise specifically stated, the Employer’s Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

Works, Language and Law of Contract

- 4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Employer’s Representative, and complete them by the Intended Completion Date.

4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

5. Safety, Temporary works and Discoveries

5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.

5.2 The Contractor shall be responsible for the safety of all activities on the Site.

5.3 Anything of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Employer's Representative of such discoveries and carry out the Employer's Representative's instructions for dealing with them.

6 Work Program and Sub-contracting

6.1 Within seven days after Site possession date, the Contractor shall submit to the Employer's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.

6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer's Representative. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

7 The site

7.1 The Employer shall give possession of all parts of the Site to the Contractor.

7.2 The Contractor shall allow the Employer's Representative and any other person authorised by the Employer's Representative access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

8 Instructions

8.1 The Contractor shall carry out all instructions of the Employer's Representative which are in accordance with the Contract.

9 Extension of Completion Date

9.1 The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.

9.2 For the purposes of this clause, the following occurrences shall be valid for consideration;

Delay by:-

- (a) force majeure, or
- (b) reason of any exceptionally adverse weather conditions, or
- (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) reason of the Employer's Representative's instructions issued under these Conditions, or
- (e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
- (f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or
- (g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
- (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or
- (i) reason of delay in appointing a replacement Employer's Representative, or
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) delay in receiving possession of or access to the Site.

10 Management Meetings

- 10.1 A Contract management meeting shall be held regularly and attended by the Employer's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.
- 10.2 Communication between parties shall be effective only when in writing.

11 Defects

- 11.1 The Employer's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.
- 11.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.
- 11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect within the time specified in the Employer's Representative's notice, the Employer's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

12 Bills of Quantities/Schedule of Rates

- 12.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.
- 12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

13 Variations

- 13.1 The Contractor shall provide the Employer's Representative with a quotation for carrying out the variations when requested to do so. The Employer's Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.
- 13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 13.3 If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on

the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

14 Payment Certificates and Final Account

- 14.1 The Contractor shall be paid after each of the following stages of Work listed here below (subject to re-measurement by the Employer's Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.
- (i) Advance payment _____ (*percent of Contract Price, [after Contract execution] to be inserted by the Employer*).
 - (ii) First stage (*define stage*) _____
 - (iii) Second stage (*define stage*) _____
 - (iv) Third stage (*define stage*) _____
 - (v) After defects liability period.
- 14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application. The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.
- 14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer's Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.
- 14.4 If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the
- Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the Employer within 15 days of receipt of delayed payments of his intentions to claim interest.

15. Insurance

15.1 The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss of or damage to property.

16. Liquidated Damages

16.1 The Contractor shall pay liquidated damages to the Employer at the rate 0.001 per cent of the Contract price per day for each day that the actual Completion Date is later than the Intended Completion Date except in the case of any of the occurrences listed under clause 9.2. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

17. Completion and Taking Over

17.1 Upon deciding that the Work is complete the Contractor shall request the Employer's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed.

The Employer shall take over the Site and the Works within seven days of the Employer's Representative issuing a Certificate of Completion.

Termination

18.

18.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;

- (a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;
- (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) a payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.
- (d) the Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

18.2 If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

Payment Upon Termination

19.

- 19.1 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.
- 19.2 The Contractor shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Employer's Representative may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.
- 19.3 Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefor the Employer's Representative shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

20. Corrupt Gifts and Payments of Commission

- 20.1 The Contractor shall not;
- (a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.
 - (b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

21. Settlement of Disputes

- 21.1 Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

SECTION V:STANDARD FORMS

List of Standard Forms

- (i) Confidential Business Questionnaire**
- (ii) Letter of Acceptance**
- (iii) Form of Agreement**
- (iv) Request for Review Form**

LETTER OF ACCEPTANCE
[letterhead paper of the Employer]

_____ [date]

To: _____
[name of the Contractor]

[address of the Contractor]

Dear Sir,

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

You are hereby instructed to proceed with the execution of the said Works in accordance with the
Contract documents.

Authorized Signature

Name and Title of Signatory

Attachment : Agreement

FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____ between _____ of [or whose registered office is situated at] _____ (hereinafter called “the Employer”) of the one part AND _____ of [or whose registered office is situated at] _____ (hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Conditions of Contract
 - (iii) Priced Bills of Quantities/Priced Schedule of Rates [whichever is applicable]
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (i) Name _____

Address _____

Signature _____

[ii] Name _____

Address _____

Signature _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name

Location of business premises; Country/Town.....

Plot No..... Street/Road

Postal Address..... Tel No.....

Nature of Business.....

Current Trade Licence No..... Expiring date.....

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

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

Your name in full..... Age.....

Nationality..... Country of Origin.....

Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1
2
3

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.

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

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

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

- 3. *(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 of20.....in the matter of Tender
No.....of20...

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

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e

t

c

.

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

2

.

e
t
c

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED

Provide here sufficient information, BOQ, on the quantities of Works to be performed.