



NATIONAL MUSEUMS OF KENYA

WHERE HERITAGE LIVES ON

**TENDER FOR PROVISION OF LIFT
MAINTENANCE SERVICES**

NMK T/6/2019/2020

| | |
|-----------------------------|----------------------------------|
| INVITATION DATE: | 7TH MAY, 2019 |
| SUBMISSION DEADLINE: | 21ST MAY, 2019 |
| TIME: | 12:00 NOON |

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1. SECTION I – INVITATION TO TENDERS

Date:7th May, 2019

Tender name provision of Lift Maintenance Services

- 1.1 The National Museums of Kenya invites sealed tenders from eligible candidates for the **Provision of Lift Maintenance Services for the period 1st July 2019 – 30th June 2020.**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the Office of the Principal Procurement Officer at the National Museums of Kenya along Museum hill during normal working hours.
- 1.3 A complete tender document may be obtained at the Procurement Office by interested candidates upon payment of a **non- refundable fee of Ksh.1,000** in cash payable to the Cash Office on the first floor Heritage Centre. Or may be downloaded from NMK website <https://www.museums.or.ke/tenders-2/> after payment of **non- refundable fee of Ksh.1,000.**
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings 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 the tender number and be deposited in the tender box provided at the entrance of Earth Sciences Building and be addressed to;

**The Director General
National Museums of Kenya
P.O. Box 40658 -00100
Nairobi**

and must be received **on or before Tuesday 21st May, 2019 at 12.00 Noon**

- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the NMK Old Board room.

**Director General
National Museums of Kenya**

2. 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 services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The NMK's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the NMK 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 the NMK, 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 The NMK 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
 - 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
- 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 the NMK in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The NMK 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 NMK. 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. The NMK 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, the NMK, 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 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, the NMK, 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 the NMK, 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) 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 Prices quoted should be net inclusive of all taxes and must be in Kenya shillings and shall remain valid for 120 days from the closing date of the tender.
- 2.9.2 The Tenderer shall indicate on the form of tender and the appropriate price schedule the unit price and the total prices of the services it proposes to provide under the contract.
- 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.

2.10. Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings.

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 NMK'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 in the amount not exceeding 2 per cent of the tender price.
- 2.12.3 The tender security is required to protect the NMK against the risk of Tenderer's 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 and shall in form of:
- a) A bank guarantee.
 - b) Such insurance guarantee approved by the Authority.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the NMK as non-responsive, pursuant to paragraph 2.20
- 2.12.6 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 the NMK.
- 2.12.7 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.

- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity specified by the NMK 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 the NMK, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the NMK as nonresponsive.
- 2.13.2 In exceptional circumstances, the NMK 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.

1.1.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 un-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.

1.2.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.

- 2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to:

**The Director General
National Museums of Kenya
P.O. Box 40658 -00100
Nairobi**

- (b) Bear, tender number and name in the invitation to tender and the words:
"DO NOT OPEN BEFORE Tuesday, 21st May, 2019 at 12.00.Noon.

- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the NMK will assume no responsibility for the tender's misplacement or premature opening.

1.3. Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the NMK at the address specified under paragraph 2.15.2 no later than **Tuesday, 21st May, 2019 at 12.00 Noon.**
- 2.16.2 The NMK 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 the NMK 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 the NMK as provided for in the appendix.

1.4. 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 the NMK 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 The NMK may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The NMK 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.

1.5. Opening of Tenders

- 2.18.1 The NMK will open all tenders in the presence of tenderers' representatives who choose to attend, at NMK Old Boardroom on **Tuesday, 21st May, 2019 at 12.00 Noon.** 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 the NMK, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The NMK 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.

1.6. Clarification of tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the NMK 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 the NMK in the NMK's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender. Comparison or contract award decisions may result in the rejection of the tenderer's tender.

1.7. Preliminary Examination and Responsiveness

- 2.20.1 The NMK 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 The NMK 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, the NMK will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The NMK'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 the NMK and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

1.8. Conversion to a single currency

- 2.21.1 All quoted prices should be in Kenya shillings.

1.9. Evaluation and comparison of tenders.

- 2.22.1 The NMK 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 The NMK'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 22.3 the following evaluation methods will be applied:

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

The NMK 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 the procuring entity'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. The NMK 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.

1.10. Contacting the NMK

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the NMK 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 the NMK in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderer's tender.

1.11. Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the NMK 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 tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the NMK 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 the NMK will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.24.4 Subject to paragraph 2.29 the NMK 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 The NMK reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the NMK's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity 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.

1.12. Notification of award

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the NMK 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, the NMK will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

1.13. Signing of Contract

- 2.26.1 At the same time as the NMK notifies the successful tenderer that its tender has been accepted, the NMK 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 the NMK.
- 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.

1.14. Performance Security

- 2.27.1 Within thirty (30) days of the receipt of notification of award from the NMK, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the NMK.
- 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 the NMK may make the award to the next lowest evaluated or call for new tenders.

1.15. Corrupt or Fraudulent Practices

- 2.28.1 The NMK 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 The NMK 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.

2. SECTION III - EVALUATION CRITERIA

2.1. Mandatory qualifying Requirements

- (i) Copy of certificate of incorporation/ Registration
- (ii) Copy of valid Tax compliance certificate
- (iii) Duly filled, signed and stamped Form of tender
- (iv) Duly filled, signed and stamped original Price Schedule
- (v) Duly filled, signed and stamped Confidential Business Questionnaire
- (vi) Duly signed site viewing certificate
- (vii) Proof of payment for tender document

2.2. Technical Requirements

| | Description | Score (80 Marks) |
|---|---|--------------------|
| 1 | Past / present experience in similar assignments Provide evidence of three (3) firms | 15 Marks |
| 2 | Evidence that the firm is NSSF compliant (5 Marks) Evidence that the firm is NHIF compliant (5 Marks) | 10 Marks |
| 3 | Evidence of registration with National Construction Authority | 5 Marks |
| 4 | Evidence of sound financial state in form of audited annual accounts for the last 2 years (5 marks each) | 10 Marks |
| 5 | Personnel to handle the task including the following:- i. Supervisory staff – ii. Professional staff – iii. Other staff - | 15 Marks |
| 6 | Provide evidence of compliance with government guidelines on payment of wages. (Attach latest two months' pay slips for each of the three different categories of staff) | 6 Marks |
| 7 | Provide evidence of insurance cover including: i. Indemnity against risk(5 Marks) ii. Workman Injuries Benefit Cover (WIBA)(5 | 10 Marks |

| | | | |
|------------------|----|--|---------------------|
| | | Marks) | |
| 1. | 8 | 2. Staff Establishment in form of an organization structure | 3. 4 Marks |
| 4. | 9 | 5. Valid and relevant business permit from county Government | 6. 5 |
| 7. | 10 | 8. | 9. |
| 10. TOTAL | | | 11. 80 Marks |

2.3. Financial Evaluation Criteria

Financial Evaluation shall constitute 20% of the total evaluation score.

The formulae for determining the financial score (SF) shall be as follow;

$$SF - 20 * fm/f$$

Where;

SF – Financial Score

FM - The lowest price quoted

F – The price of the bid under consideration

(The lowest price quoted will be allocated the maximum score of 20)

2.4. Combined technical and financial scores

The following formula shall be used

$$T.S (80\%) + (20\%) = T.T.L (100\%)$$

3. SECTION IV- SERVICE DETAILS

Interested bidders should arrange to visit the Nairobi National Museums Building.

Successful bidders will be expected to provide to;

- (i) Examine the lift equipment once a month in accordance with the Manufacturer's Routines and Practices and Factories Inspectors Act cap 514 laws of Kenya.
- (ii) Adjust, clean and lubricate the equipment.
- (iii) Provide all cleaning materials required for cleaning.
- (iv) Provide a twenty four (24) hours, seven (7) days a week, emergency call back service to ensure safety of lift users and the equipment. All works, both major and minor will be carried out during normal working hours i.e 8.00 a.m. to 5.00 p.m., Monday to Friday.
- (v) Avail a technician whenever required by the Government lift inspector for inspection of the lift equipment.

Charges per month in Kenya shilling.....

NOTE: The contractor shall be paid as per the signed job cards.

4. SECTION V - STANDARD FORMS

4.1. Form of Tender

Date _____

Tender No. _____

To

The Director General

National Museums of Kenya

P.O. Box 40658 -00100

Nairobi

12. Having examined the tender documents, which is hereby duly acknowledged, we, the undersigned, offer to provide Security Services in conformity with the said tender documents for the sum of or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
13. We undertake, if our Tender is accepted, to provide the services in accordance with the Scope of Work.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to 2 percent of the Contract Price for the due performance of the Contract, in the form prescribed by NMK.
4. We agree to abide by this Tender for a period of 120 days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20 _____

Signature _____

Duly authorized to sign tender for and on behalf of _____

4.2.Contract Form

THIS AGREEMENT made the ___ day of ____ 20__ between.....NMK on one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

- (a) The Tender Form and the Price Schedule submitted by the tenderer;
- (b) The Schedule of Requirements;
- (c) The Technical Specifications;
- (d) The General Conditions of Contract;
- (e) The Special Conditions of Contract; and
- (f) The NMK’s Notification of Award.

3. In consideration of the payments to be made by the NMK to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the NMK to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The NMK 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 NMK)

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

in the presence of _____.

4.3. 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.

Part 1 General

Business Name.....
 Location of Business Premises
 Plot No,Street/Road.....
 Postal addressTel No.Fax Email
 Nature of Business
 Registration Certificate No.
 Maximum value of business which you can handle at any one time – Kshs.....
 Name of your bankers.....
 Branch.....

Part 2 (a) – Sole Proprietor

Your name in full.....Age.....
 Nationality.....Country of Origin.....
 Citizenship details

Part 2 (b) – Partnership

Given details of partners as follows
 Name Nationality Citizenship details Shares
 1.
 2.
 3.
 4.

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company
 Nominal Kshs:.....
 Issued Kshs:
 Give details of all directors as follows

| NO. | NAME | NATIONALITY | CITIZENSHIP | SHARE DETAILS |
|-----|------|-------------|-------------|---------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |

Date.....Signature of Candidate.....