

REPUBLIC OF KENYA

FORM OF TENDER

FROM .....

Date .....

To: .....

RE: Tender for .....

In accordance with Tender Number ..... Dated .....  
received from .....

I/we .....  
hereby tender to .....  
in accordance with the attached tender forms/conditions of tender/schedule of requirements  
at the price/fees/charges shown against each item and in conformity with the scheduled  
delivery arrangements stated. This applies to item numbers .....

..... only in  
the schedule representing a total amount of K.Sh. .... tendered for

I/we understand that the Government reserves the right to accept or reject this tender  
in part or in whole for any reason it considers justifiable.

I/we agree that terms of this tender will remain valid for and will not be withdrawn for  
a period of ..... days from the final date for submission of tender namely;

In the event of this tender being accepted in part or in full within the stipulated  
..... days; I/we agree to supply against an order signed by an officer of the

Ministry of ..... authorized to

do so, those goods accepted in this tender to the quoted delivery dates and that failure on  
my/our part to meet these requirements constitutes a breach of contract.

Witnessed by .....

Address .....

Signature of witness .....

Date .....

Tenderer's name .....

Tenderer's signature .....

Tenderer's designation .....

Full address .....

Telephone No. ....

Telegraphic Address .....

Date .....

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 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 .....

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 one time: Kf .....

Name of your bankers ..... Branch .....

Are you an agent of the Kenya National Trading Corporation? YES/NO. ....

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</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....

Part 2 (c)—Registered Company:

Private or public .....

State the nominal and issued capital of the company—

Nominal Kf .....

Issued Kf .....

Give details of all directors as follows:

	<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....

Date ..... Signature of Tenderer .....

\*If Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration.

## GOVERNMENT OF KENYA

## CONDITIONS OF TENDERING

SERIAL NO. ....

MISCELLANEOUS RECEIPT NO. ....

DATE OF RECEIPT ..... AMOUNT K.Sh. ....

1. The tenderer is the person, company, agency or firm of contractor who/which undertakes to supply the goods or perform the service described in the tender documents. The signatory must be a recognized official in the company and be authorized to sign on its behalf.

**Documents**

2(1) The tenderer will receive a Miscellaneous Receipt in respect of payment for tender documents. These include the following forms in duplicate:

(i) S 31: Form of Tender.

(ii) S 32: Tender form to be completed by all intending suppliers.

(iii) S 33: Confidential Business Questionnaire.

The tenderer should retain one set for his records and return the other set in accordance with these conditions.

2(2) The tenderer is required to check the number of pages of the documents accompanying the form of tender. Should he find any missing or any figure indistinct, or should he be in doubt about the precise meaning of any item or figure, for any reason whatsoever, he must inform the tender issuing office at once and have the matter rectified as required, before the final date for the submission of tenders.

2(3) The tenderer's signature to this document and to all documents, as required, which accompany the Form of Tender shall indicate that he fully understands their contents and that he accepts all the conditions stated or implied therein.

**Submission of Tenders**

3(1) Attention is invited to the Tender Notice. The completed tender documents must be submitted to the address shown on the Form of Tender in a wax sealed envelope endorsed on the outer cover with "Tender for ..... Tender No. ....". No indication of tenderer's name must appear on the envelope.

3(2) The Form of Tender must be properly signed in ink, dated and witnessed and must accompany any other documents concerned with the tender.

3(3) The tenders will not be accepted unless correctly submitted on the approved forms. Tenders for which the appropriate fee has not been paid will not be considered valid. They may be posted to the address given or deposited in the locked tender box at the issuing authority's premises to reach that address not later than the appointed time and date.

3(4) Any tender received later than this appointed time and date, irrespective of the cause of the delay, will be rejected.

**Communication**

4(1) There shall be no verbal variations in regard to a tender once submitted. Should an error be made it may be corrected in writing before the closing date and should be submitted in a plain sealed envelope as shown in paragraph 3. No amendments will be entertained after the closing date.

4(2) All correspondence with tenderers will be sent to the address shown on the forms of tender by post or if overseas by telex or cable as appropriate.

**Liability**

5. No liability will be admitted nor claim allowed for error in the tender owing to mistakes in those documents which should have been rectified in the manner described above.

**Validity**

6. Tenders shall remain valid for at least 30/60/90 days from the final date for acceptance, but this date may be extended by mutual consent. No tender may be withdrawn during this period without giving valid reasons failing which the tenderer may be penalized in future tenders.

**Samples**

7. Tenderers may be required to deposit samples in sealed containers labelled with the tenderer's name, full details of the item, number on the schedule of requirements and a complete description of the goods concerned to enable identification to be made. Samples must be deposited before the final date for acceptance and a signature of receipt obtained. When samples have been deposited, this must be shown on the tender form as stated on the foot of the form. Returnable samples from unsuccessful tenderers should be collected from the tender issuing officer.

**Packaging**

8. Unless otherwise stated, the goods are required to be properly packed and packaged for long-term storage in containers suitable to withstand rough handling and for over-storage in stacks.

**Acceptance**

9. The Government reserves the right to accept or reject any tender either wholly or in part and does not bind itself to accept the lowest or any tender or to give reasons for rejection.

**Successful Tenderers**

10. A letter of acceptance will be sent to the successful tenderer in respect of the whole or that part of his tender which has been accepted, within the validity period.

The letter is NOT an authority for him to arrange supply or to undertake the service stated. Unsuccessful tenderers will also be notified at the same time.

**Compliance with given Conditions**

11. If the tenderer does not comply in every way with those conditions, his tender shall be liable to rejection.

Tenderer's Name .....	Witness's Name .....
Address .....	Address .....
Signature .....	Signature .....
Date .....	Date .....