REPUBLIC OF KENYA

COUNTY GOVERNMENT OF BOMET

TENDER NO: CGB/MS/PHS/003/2018/19

NEGOTIATION NO: 734413

CLOSING DATE: MONDAY 3RD JUNE 2019 AT 12:00 NOON

TENDER NAME: SUPPLY OF ALL WEATHER UTILITY VEHICLE FOR THE DEPARTMENT OF MEDICAL SERVICES & PUBLIC HEALTH.

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INTRODUCTION

1.1 This standard tender document for **SUPPLY AND DELIVERY OF ONE UTILITY VEHICLE FOR THE DEPARTMENT OF MEDICAL AND PUBLIC HEALTH** has been prepared for use by **County Government of Bomet**.

1.2 The following general conditions should be observed when using the document.

a) Specific details should be furnished in the tender notice and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.

b) The instructions to the tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contracts and the appendix to instructions to the tenderers.

1.3 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.

1.4 The invitation to tender shall be issued as an advertisement in accordance with the regulations as a letter of invitation addressed to tenderers who have expressed interest following an advertisement of a prequalification tender.

1.5 The cover of the tender document shall be modified to include:

i. Tender number.
ii. Tender name.
iii. Name of procuring entity.
iv. Delete name and address of PPOA.

SECTION I INVITATION TO TENDER

TENDER REF NO. CGB/MS/PHS/003/2018/19

TENDER NAME: SUPPLY AND DELIVERY OF ONE UTILITY VEHICLE FOR THE DEPARTMENT OF MEDICAL SERVICES AND PUBLIC HEALTH.

The **COUNTY GOVERNMENT OF BOMET** invites sealed tenders from eligible candidates for **SUPPLY AND DELIVERY OF ONE UTILITY VEHICLE FOR MEDICAL SERVICES AND PUBLIC HEALTH**.

1.1 Interested eligible candidates may obtain tender documents from our website www.bomet.go.ke at no cost.

1.2 Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for (**120**) days from the closing date of the tender.

1.3 Completed tender documents are to be enclosed in plain sealed envelopes clearly marked with tender reference number **CGB/MS/PHS/003/2018/19** and be deposited in the Tender Box situated at the procurement offices or be addressed to

The County Secretary
County Government of Bomet
P.O Box 19-20400
Bomet

1.4 So as to be received on or before **MONDAY 3RD JUNE 2019** at **12:00 noon**)

1.5 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **the procurement offices**

SIGNED

(*Accounting Officer/Procuring entity)*

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender documents.

2.1.2 The procuring entity'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 Procuring entity to provide consulting services 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 Eligible Equipment

2.2.1 All equipment to be supplied and installed under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, "origin" means the place where the Equipment are produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

2.3 Cost of Tendering

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 This document is been given at no cost and is retrieved from our website www.bomet.go.ke

2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.4. Contents of Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to tenderers

(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) Tender Form and Price Schedules
(viii) Tender Security Form
(ix) Contract Form
(x) Performance Security Form
(xi) Bank Guarantee for Advance Payment Form
(xii) Manufacturer's Authorization Form
(xiii) Confidential Business Questionnaire Form
(xiv) Declaration form
(xv) Request for Review Form

2.4.2 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.

2.5 Clarification of Tender Documents

2.5.1 A prospective tenderer making inquiries of the tender
Documents may notify the Procuring entity in writing or by post at the

entity's address indicated in the invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. 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 that have received the tender document.

2.5.2 The procuring entity 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.

2.6 Amendment of Tender Documents

2.6.1 At any time prior to the deadline for submission of tender, the procuring entity, 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.

2.6.2 All prospective tenderers that have obtained the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that 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.

2.8 Documents Comprising the Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components.

(a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
(b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
(c) documentary evidence established in accordance with paragraph 2.13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
(d) tender security furnished in accordance with paragraph 2.14
(e) Confidential Business Questionnaire

2.9 Tender Form

2.9.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the equipment to be supplied, installed and commissioned and a brief description of the equipment, their country of origin, quantity, and prices.

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the equipment and installation it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

(i) the price of the equipment quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
(ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and
(iii) installation charges shall also be indicated separately for each equipment

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

2.11 Tender Currencies

2.11.1 Prices shall be quoted in the following currencies:

(a) For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and

(b) For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.

(c) Cost of installation and commissioning will be in Kenya Shillings.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. the tenderers 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.

2.12.1 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.2 The documentary evidence of the tenderes qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction;

(a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment

(b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;

(c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Document

2.13.1 Pursuant paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all equipment which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the equipment to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

a) a detailed description of the essential technical and performance characteristic of the equipment
b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and
c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the commentary to be furnished pursuant to paragraph 2.13.3 (c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.14.2 The tender security shall be in the amount not exceeding 2 percent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of

a) Cash
b) A bank guarantee
c) Such insurance guarantee approved by the Authority
d) Letter of credit.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender 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 Procuring entity.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 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 2.27
        1. or
    ii) to furnish performance security in accordance with paragraph 2.28
c) If the tenderer rejects correction of an arithmetic error in the tender.

2.15 Validity of Tenders

2.15.1 Tenderers shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.15.2 In exceptional circumstances, the Procuring entity 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 2.14 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.

2.16 Format and Signing of Tender

2.16.1 The Procuring entity 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.

2.16.2 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.

2.16.3 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.

2.17 Sealing and Marking of Tenders

2.17.1 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.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the county secretary at the address given on the Invitation to Tender.

(b) bear the tender number and name in the Invitation to Tender and the words "**DO NOT OPEN BEFORE MONDAY 3RD JUNE 2019** at **12:00 noon**

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than **MONDAY 3RD JUNE 2019** at **12.00 noon**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.18.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the Appendix.

2.19 Modification and Withdrawal of Tenders

2.19.1 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 tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 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 2.14.7

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at the Procurement office on **MONDAY 3RD JUNE 2019 at 12:00 noon** and at the committee.

The tenderers' representatives who are present shall sign a tender opening register evidencing their attendance.

2.20.2 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 Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity 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 of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination and Responsiveness

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 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

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity 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 Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the Procuring Entity 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.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The Procuring entity's evaluation of a tender will exclude and not take into account

(a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and

(b) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

2.24.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

2.24.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:

(a) delivery and installation schedule offered in the tender;

(b) deviations in payment schedule from the specifications in the Special Conditions of Contract;

(c) the cost of components, mandatory spare parts and service;

(d) the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;

2.24.5 Pursuant to paragraph 2.24.4 the following evaluation methods will be applied

(a) *Delivery schedule*

(i) The Procuring entity requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries 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 of 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 Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

(c) *Spare parts and after sales service facilities*

Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

2.24.6 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

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

2.25 Contacting the Procuring Entity

2.25.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.25.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.26 Award of Contract

(a) Post-Qualification

2.26.1 In the absence of pre-qualification, the Procuring entity 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.

2.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.26.3 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 Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.26.4 The Procuring entity will award the contract to the successful tenderer(s) 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.

2.26.5 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.

(c) Procuring Entity's Right to Accept or Reject Any or All Tenders

2.26.6 The Procuring entity 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 tenderer of the grounds for the procuring entity's action

2.26.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination

2.26.8 The procuring entity 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.

2.26.9 A tenderer who gives false information in the tender document about is 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.

2.27 Notification of Award

2.27.1 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.

2.27.2 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the Procuring entity will simultaneously inform the other tenderers that this tenders have not been successful

2.28 Signing of Contract

2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

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

2.29 Performance Security

2.29.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, 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 Procuring entity.

2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 The procuring entity 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 and will not be involved in corrupt or fraudulent practices.

3.30.2 The Procuring entity 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.

3.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instructions to Tenderers

1. The Appendix to instructions to the tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers including in Section II and has to be prepared for each specific procurement.

2. The procuring entity should specify in the appendix information and requirement specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.

3. In preparing the Appendix the following aspects should be taken into consideration;

(a) The information that specifies and complements provisions of Section II to be incorporated

(b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated

4. Section II should remain unchanged and can only be amended through the Appendix.

5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	***As per the criteria given***
2.14.1	***2% of contract sum***
2.18.1	***MONDAY 3RD JUNE 2019 at 12:00 noon.***
2.20.1	***As in 2.18.1 above***
2.29.1	***To be determined by the Procuring entity.***

(Complete as necessary)

PRELIMINARY EVALUATION REQUIREMENTS

Bidders should include the below mandatory requirements to be attached in the document

1. Copies of Certificate of registration/incorporation
2. Current valid Tax Compliance Certificate
3. Copy of Pin Certificate
4. Valid single business permit or trade license
5. VAT registration number
6. Signed and stamped form of tender
7. Bid security equivalent to Kshs 2% from either a bank or an insurance company approved by Public Procurement and Oversight Authority
8. Two letters of recommendation for similar works
9. Country of origin
10. Provide audited financial accounts for the last three years
11. Manufacturer's authorization
12. Duly filled confidential Business Questionnaire

EVALUATABLE TECHNICAL CRITERIA

The following criteria is to be used and analyzed on the following weighted score

TENDERER'S SPECIFICATION Column to be completed by ALL

EVALUATION CRITERIA

7.1 Preliminary evaluation of tenders shall be done on the basis of the following criteria.

Whether or not: -

a) The tender has been submitted in the required format.
b) The tender security submitted is in the required form, amount and validity period.
c) The tender form has been signed by the person lawfully authorized to do so.
d) The required numbers of copies of the tender have been submitted.
e) The tender is valid for the period required
f) All required documents and information have been submitted.
g) Samples / Brochures have been submitted accordingly.

7.2 Upon completion of Preliminary Evaluation, Technical Evaluation shall then be done by comparing each tender to the technical requirements in the tender document.

(e) ***Technical Evaluation***

A point system will be used to rate all the technically responsive bidders with the maximum score being **70 points** distributed as below.

(i) **Technical compliance**

Determined by the information given by the tenderer. Minor deviation from the specification may be allowed. A maximum **of 30 points** will be allotted to the tenderer whose equipment meet all the specifications.

(ii) **Spare parts availability**

This is to be determined by the information supplied by the tenderer as regards to local firms that deal with stocking of spare parts for the make of equipment and physical check on these dealers may be done to confirm availability of spares whose equipment spare parts dealership is proven that will earn **10 points**.

(iii) **Workshop facilities and after sales service**

This is to be determined from information supplied by the tenderer as well as physical checks and the procuring entities past experience. A maximum of **5 points** will be allotted for quantity and quality of servicing facilities as well as efficiency and reliability of the service rendered by the appointed local agent.

(iv) **Performance rating**

A maximum of **10 points** will be allotted to tenderers on the basis of recorded past performance of equipment in the Country. Points covered will be reliability, life expectancy and suitability for local working conditions and tenderer's past record. A point will be awarded for each of the factors.

(v) **Manufacturer's warranty**

This is to be determined from information supplied by the tenderer. This will be on the duration of warranty with a maximum of **5 points** being allotted to the tenderer with a warranty, as indicated in that particular specification. . Warranty has to be supported by equipment manufacturer.

(vi) **Concurrence with vehicle and plant standardisation**

A maximum of **2 points** will be allotted to tenderers on the basis of standardisation with current Government fleet, with the most populous make scoring 2 points and all other tenderers by proportion to their numbers.

(vii) **Dealership**

To be determined by information supplied by the tenderer as well as past experience of the procuring entity. Proven dealership will be allotted **3 points** and equipment with no local dealer or agent will be disqualified.

(viii) Environmental compatibility will earn a maximum of **5 points** basing on NEMA and other international standards.

(f) ***Commercial Evaluation***

Only bids scoring **55 points (75%)** or more in the technical evaluation will be considered for further commercial evaluation. For the purpose of determining the lowest evaluated bid, the procuring entity shall take factors other than the price into account in the following manner. The lowest financial bid will be allotted a maximum of 40 points and the other bids will be allotted points in proportion to their bid prices as shown here below:

$$\frac{\text{Lowest bid}}{\text{Bid price}} \times 40$$

Bids will be ranked according to their combined technical (St) and financial (sf) scores using weights.

T = Weight given to the technical evaluation, maximum 60%;

P = the weight given to the financial evaluation, maximum point 40%.

T+P = 100%.

Sf is determined by the following formula.

$$\mathbf{Sf} = \frac{\text{Lowest Bid}}{\text{Bid price}} \times 40$$

$$\mathbf{S} = St + Sf$$

S being the total combined weighted financial and technical score.

Firm will be ranked as per the combined financial and technical scores

7.3 Non-conforming tenders will be rejected at this stage and only technically compliant tenders will be subjected to financial evaluation.

7.4 Financial evaluation will be based on the lowest bidder after passing the technical stage.

7.4 **TENDERERS ARE ADVISED TO QUOTE THEIR BID PRICES IN THE ORIGINAL PRICE SCHEDULE PROVIDED IN THIS TENDER DOCUMENT. INTRODUCTION OF A PRICE SCHEDULE DIFFERENT FROM THE ONE PROVIDED IN THIS DOCUMENT IN SECTION (VI) WILL LEAD TO DISQUALIFICATION.**

EVALUATED TECHNICAL CRITERIA (Weight=80%)

A. Technical Evaluation ALL WEATHER UTILITY MOTOR VEHICLE

	Component compared to the requirements	**Points**
1.	Suspension	**15**
2.	Brakes	**20**
3.	Steering	**20**
4.	Tyres	**5**
6.	Emergency Case Specifications	**20**
7	Maintenance	**40**
	Body	**20**
	Total	**140**

I agree to be evaluated on the above stated criteria

Signature of Bidder……..

Stamp of the Bidder ……..

SECTION III:GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

(a) "The Contract" means the agreement entered into between the Procuring entity 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 all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.

(d) "The Procuring entity" means the organization purchasing the Goods under this Contract.

(e) "The Tenderer' means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment to the extent that they are not superceded by provisions of other part of contract.

3.3 Country of Origin

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 **Use of Contract Documents and Information**

3.5.1 The Candidate shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 **Patent Rights**

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

3.7 **Performance Security**

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

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the procuring entity and shall be in the form of

a) Cash
b) Bank guarantee
c) Such insurance guarantee approved by the Authority
d) Letter of credit

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not late than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 **Inspection and Tests**

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested equipment fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect test and where necessary, reject the equipment after the equipment arrival and installation shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 **Packing**

3.9.1 The tenderer shall provide such packing and packaging of the equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 **Delivery and Documents**

3.10.1 Delivery of the equipment, documents and installation of the same shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 **Insurance**

3.11.1 The equipment supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 **Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for equipment delivered and installation performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

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

3.13.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

3.15. Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16. Termination for Default

3.16.1 The Procuring entity 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 deliver any or all of the equipment within the periods) specified in the Contract, or within any extension thereof granted by the Procuring entity

(b) if the tenderer fails to perform any other obligation(s) under the Contract

(c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

3.17. Termination for convenience

3.18. Liquidated Damages

3.18.1 If the tenderer fails to deliver and/or install any or all of the items within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.19. Resolution of Disputes

3.19.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract

3.19.2 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.

3.20. Language and Law

3.20.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

3.21. Force Majeure

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

3.22 Notices

3.22.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

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

SPECIAL IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

4.1 The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract

4.2 The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

(a) Information that complement provisions of Section III must be incorporated and

(b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

OTHER SPECIAL CONDITION TO THE CONTRACT

1. Only firms dealing with sale of vehicles will be eligible to apply for these tender.
2. The Firms should be locally based and well endowed financially and personnel to be able to maintain the vehicle for 1 No year at their expenses.
3. The prices quoted should include
   (i) Component for vehicle registration
   (ii) Temporary insurance cover of at a least month
   (iii) Vehicle testing.
4. The bidder shall be required to supply operational manual of the vehicle.
5. The evaluation shall mainly be based on the attached specification. Therefore bidders are asked to read and fill this specification for their bid to pass the test of being substantive and responsive bid.
6. The Bid bond for this tender shall be 2% of the cost of quoted by the bidder.

All other conditions remain as stated in this standard procurement document from P.P.O.A.

SECTION - V- SCHEDULE OF REQUIREMENTS AND PRICES

Notes on Schedule of Requirements and Prices

5.1 The Procuring entity must state whether the contract is for procurement, installation and commissioning OR whether it is for installation and commissioning only, in which case, the equipment will have been procured separately.

5.2 The tenderers may use additional paper as will be necessary to indicate the details of their costing.

No.	Item Description	Quantity	Unit Price Kshs	Total Price Kshs All taxes inclusive.
A	SUPPLY AND DELIVERY OF ALL WEATHER UTILITY MOTOR VEHICLE PER THE SPECIFICATIONS ATTACHED	1		
				Total Price Kshs.

Authorized Official: Name_____

Date_____

Signature_____

SECTION VI - TECHNICAL SPECIFICATIONS

6.1 GENERAL

6.1.1. These specifications describe the basic requirements for equipment. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.

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

6.1.3 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

6.1.4 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 VI – TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS FOR SUPPLY AND DELIVERY OF ALL WEATHER UTILITY MOTORVEHICLE

NO	ITEMS	DESCRIPTION	REQUIRED	BIDDERS SPEC
1	ENGINE	MODEL		
		TYPE	4 Cylider,water cooled,OHC Direct Injection	
		DISPLACEMENT(CC)	4,334 CC	
		MAXIMUM POWER OUTPUT (KW @RPM)	88KW@3200 RPM	
		MAXIMUM TORQUE (NM	285 NM@1800 RPM	
		FUEL SYSTEM	Electronic controlled fuel injection	
		ASPIRATION	Natural, but turbocharged would be an advantaged	
2	TRASMISSION	GEARS	5 or 6 forward speed manual transmission, 1 reverse	
		CLUTCH	Dry single plate, with diaphragm, hydraulically controlled	
3	AXLE	FRONT AXLE	Reverse Eliot, I-beam type,	
		REAR AXLE	Banjo, fully floating	
4	SUSPENSION	FRONT	Semi elliptic alloy leaf springs, hydraulic double acting shock	

		REAR	absorbers Semi elliptic alloy leaf springs, hydraulic double acting shock absorbers	
5	BRAKES	SYSTEM	Hydrautic,dual circuit	
		EXHAUST BRAKES	Standard	
		PARKING BRAKE	Mechanical, acting on real wheels	
6	STEERING	OPERATION	Power assisted	
7	WHEELS	TYPES	Tubeless,9.5R17.5	
		RIMS	Steel,6x17.5	
8	FUEL TANK	CAPACITY	100 L	
9	ELECTRICAL SYSTEM	SYSTEM VOLTAGE	12V x 2	
		BATTERY	NS70,65 AH x 2	
10	WEIGHTS	Gross Vehicle Weight (GVW)	8,000 KG	
11	INTERIOR	SEATING CAPACITY	13 Seater bus	
		SEATS	Bucket seats, with backrest adjust, &height adjustable driver seat	
		TRIM	Soft trim combination to match seat colour	
		SEAT BELTS	3 Point x 2 for driver and assistant , 2 point for center seat and all passenger seats	
		FLOOR	Checker plate	
		AIR CONDITIONER	Yes	
		ENTERTAINMENT	Radio CD Player, MP 3, USB	

12	EXTERIOR	BODY	Body to be built as a bus body and be of the highest quality. Paint colour,artworks,and signage to be specified by the customer	
13	SAFETY		All seats fitted with seatbelts	
14	WARRANTY		2 Years or 100, 000 km whichever comes first	
15	OTHERS		To be supplied with: First aid kid 2 kg fire extinguisher Life saver Triangles	
16	PRICE		Bidder to specify	

SECTION VII - STANDARD FORMS

Notes on the Standard Forms:

7.1 Form of Tender

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

7.2 Confidential Business Questionnaire Form

This form must be completed by the tenderer and submitted with tender documents

7.3 Tender Security Form

When required by the tender document the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

7.4 Contract Form

The Contract form shall not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.

7.5 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 sum provided herein or in another form acceptable to the procuring entity.

7.6 Bank Guarantee for Advance Payment.

When there is an agreement to have Advance payment, this form must be duly completed.

7.7 Manufacturer's Authorization Form

When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the goods where the tender is an agent.

7.1 **FORM OF TENDER**

Date _____

Tender No. _____

To: _____

_____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. ……. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (…… (*insert equipment description*) 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 install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by ……. …….(*Procuring entity).*
4. We agree to abide by this Tender for a period of …… [*number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender that you may receive.

Dated this _____ day of _____ 20_____

_____ _____

[Signature] [in the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.2 **CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM** 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 Address …….. Tel No. ……. Fax ……. E mail …….
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. ……

Given details of all directors as follows

Name Nationality Citizenship Details Shares

1……..

2. ……..

3. ……

4. ……

5 ……

Date …….. Seal/Signature of Candidate ……..

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. ……

Given details of all directors as follows

Name Nationality Citizenship Details Shares

1……

2. ……

3. ……

4. ……

	5 ……
Date …….. Seal/Signature of Candidate ……..	

7.3 **TENDER SECURITY FORM**

Whereas ……. [*name of the tenderer]* (hereinafter called "the tenderer") has submitted its tender dated ……. [*date of submission of tender]* for the supply, installation and commissioning of ……*[name and/or description of the equipment]* (hereinafter called "the Tender") …….. KNOW ALL PEOPLE by these presents that WE …… …… of ……. having our registered office at …… (hereinafter called "the Bank"), are bound unto …….. [*name of Procuring entity}* (hereinafter called "the Procuring entity") in the sum of …….. for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____ _____ .

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

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

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity 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 tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

_____

[signature of the bank]
(Amend accordingly if provided by Insurance Company)

7.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between …… [*name of Procurement 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 by the tenderer for the supply of those goods in the sum of …… [*contract price in words and figures]* (hereinafter called "the Contract Price).

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 Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy the defects therein in conformity in all respects with the provisions of this Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods 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 Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

7.5 **PERFORMANCE SECURITY FORM**

To …….
[*name of Procuring entity]*

WHEREAS …… [*name of tenderer*] (hereinafter called "the tenderer") has undertaken , in pursuance of Contract No. _____ _____ [*reference number of the contract]* dated _____ 20 _____ to supply …… [*description of 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 figure]* 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 you 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 _____

Signed and seal of the Guarantors

_____
[name of bank or financial institution]

_____
[address]

_____
[date]

(Amend accordingly if provided by Insurance Company)

7.6 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]

7.7 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.

7.8. 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

7.9 **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 of ……...20….……

SIGNED
Board Secretary