

**COUNTY GOVERNMENT OF BOMET**



**TENDER DOCUMENT**

**FOR**

**SUPPLY AND DELIVERY OF MAIZE CEREAL GRAINS.**

**TENDER NO: CGB /FEP/002/2019-2020**

**NEGOTIATION NO:802749**

**Category: RESERVATION GROUPS (YOUTHS, WOMEN, PWD)**

## TABLE OF CONTENTS

	<b>PAGE</b>
SECTION I INVITATION TO TENDER .....	3
SECTION II INSTRUCTIONS TO TENDERERS .....	5
APPENDIX TO INSTRUCTIONS TO TENDERERS	18
SECTION III GENERAL CONDITIONS OF CONTRACT.....	20
SECTION IV SPECIAL CONDITIONS OF CONTRACT .....	26
SECTION V SCHEDULE OF REQUIREMENTS AND PRICE. .	29
SECTION V1 PRICE SCHEDULE	30
SECTION V1I TECHNICAL SPECIFICATION .....	35
SECTION V1II STANDARD FORMS .....	109
FORM OF TENDER .....	109
CONFIDENTIAL BUSINESS & QUESTIONNAIRE FORM.....	110
TENDER SECURITY FORM .....	111
CONTRACT FORM .....	112
TENDER-SECURING DECLARATION FORM.....	113
PERFORMANCE SECURITY FORM... ..	115
BANK QUARANTEE FOR ADVANCE PAYMENT.....	116
MANUFACTURER'S AUTHORIZATION FORM.....	117

**SECTION I: INVITATION TO TENDER**

**DATE: 12/5/2020**

**TENDER REF. NO: CGB/FEP/002/2019/2020**

**TENDER NAME: SUPPLY AND DELIVERY MAIZE CEREALS GRAINS.**

1.1 The County Government of Bomet Department of Finance and Economic Planning invites sealed bids from eligible qualified candidates for SUPPLY AND DELIVERY OF MAIZE CEREALS GRAINS.

1.2 Interested and eligible candidates may obtain further information from and inspect the tender document at Supply Chain Department, Bomet Headquarters from 8.30 a.m. to 5.00 p.m. on Mondays to Fridays, except on Weekend and public holidays.

- 1.1 Tender Documents with detailed specifications and conditions are obtainable from the county government of Bomet website ([www.bomet.go.ke](http://www.bomet.go.ke))
- 1.2 The tenderer to submit the required documents through E-procurement portal and a manual tender document copy be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the **Tender Boxes** situated at procurement office Bomet County Headquarters or be addressed to:

**The Chief Officer-Finance ,  
County Government of Bomet,  
P. O. Box 19-20400  
Bomet**

So as to be received on or before **MONDAY 25<sup>TH</sup> MAY 2020 AT 12:00 NOON.**

- 1.3 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **120 days** from the closing date of the tender.
- 1.4 All Tenders must be accompanied by a Tender security equivalent to 2% of bid amount in form of Bank guarantee, Banker's cheque, Guarantee(s) from deposit taking Micro Finance Institutions, Youth or Women Development Enterprises, Saccos or Insurance Companies approved by PPRA, valid for at least 120 days after the date of tender opening.

- 1.5 Tenderers are required to ensure that all pages of the tender document are chronologically numbered, indexed and bound. Loose tender document will be declared non- responsive.
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at procurement offices by the Tender Opening Committee.

**SECTION II - INSTRUCTIONS TO TENDERERS**  
**Table of Clauses**

	<b>Page</b>
2.1 Eligible Tenderers.....	6
2.2 Eligible Equipment.....	6
2.3 Cost of Tendering.....	6
2.4 Contents of Tender Document.....	7
2.5 Clarification of Tender Documents.....	7
2.6 Amendment of Tender Document.....	7
2.7 Language of Tender.....	8
2.8 Documents Comprising the Tender.....	8
2.9 Tender Forms.....	8
2.10 Tender Prices.....	8
2.11 Tender Currencies.....	9
2.12 Tenderers Eligibility and Qualifications.....	9
2.13 Goods' Eligibility and Conformity to Tender Document.....	9
2.14 Tender Security.....	10
2.15 Validity of Tenders.....	11
2.16 Format and Signing of Tenders.....	11
2.17 Sealing and Marking of Tenders.....	11
2.18 Deadline for Submission of Tender .....	12
2.19 Modification and Withdrawal of Tenders.....	12
2.20 Opening of Tenders.....	13
2.21 Clarification of Tenders.....	13
2.22 Preliminary Examination.....	13
2.23 Conversion to Single Currency.....	14
2.24 Evaluation and Comparison of Tenders.....	14
2.25 Contacting the Procuring Entity.....	15
2.26 Award of Contract.....	15
(a) Post Qualification.....	15
(b) Award criteria .....	16
(c) Procuring Entity's Right to Vary Quantities.....	16
(d) Procuring Entity's Right to Accept or Reject any Or all Tenders .....	16
2.27 Notification of Award.....	16
2.28 Signing of Contract.....	16
2.29 Performance Security .....	17
2.30 Corrupt or Fraudulent Practices.....	17

## **SECTION II – INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all eligible tenderers as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the Supply of goods 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 66 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 Goods**

- 2.2.1 All goods to be supplied 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 goods are mined, grown or 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 goods 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 The tender document shall be obtained free at county website: [www.bomet.go.ke](http://www.bomet.go.ke)
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be prequalified.

## **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 Security Form/Tender security Declaration form
  - xi Bank Guarantee for Advance Payment Form
  - xii Manufacturer's Authorization Form
  - xiii Confidential Business Questionnaire Form
  - xiv Declaration 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 inquiry 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 three (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) 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

## **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 goods to be supplied, a brief description of the goods, 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 goods it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall all costs including taxes, insurance and delivery to the premises of the entity.

2.10.3 Prices quoted by the tender shall remain fixed during the Tender's performance of the contract and not subject to any variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22



## **2.11 Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to instructions to Tenderer.

## **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.

2.12.2 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

2.12.3 The documentary evidence of the tenderers 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 goods 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 goods.
- (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 goods 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 goods 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 goods
- b) 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 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) A bank guarantee
- b) Bank draft issued by a reputable bank located in Kenya or abroad.
- c) Guarantee issued by a reputable insurance company approved by the Authority
- d) Letter of credit.
- e) Security from Deposit taking micro finance institution, Sacco Societies, Youth or Women Enterprise Funds

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
  - 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 initiated 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 initiated 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 Procuring entity at the address given on the Invitation to Tender:-

**The Chief Officer-Finance  
County Government of Bomet  
P. O. Box 19-20400,  
BOMET**

- b) Bear the tender number and name in the Invitation to Tender and the words **“DO NOT OPEN BEFORE, 25<sup>th</sup> may 2020 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**

- a) Tenders must be received by the Procuring entity at the address specified under paragraph not later than **Monday 25<sup>th</sup> May 2020 at 12:00 noon.**

2.18.1 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.

2.18.2 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**

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at procurement offices.

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

2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.24.4 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 tenderer's 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.

**(c) Procuring Entity's Right to vary quantities.**

2.26.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the schedule of requirements without any change in unit price or other terms and conditions.

**(d) 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 tenderers on the grounds for the procuring entity's action

**2.27 Notification of Award**

- (a) 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.
- (b) 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.
- (c) 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 their tenders have not been successful

**2.28 Signing of Contract**

- (a) 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.



- (b) 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.
- (c) 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**

- (a) 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.
- (b) 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 when used in the present regulation, the following terms are defined as follows;

- (a) 'corrupt practice' means the offering ,giving,receiving,or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution ; and
- (b) 'fradulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition;

2.30.2 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.

2.30.3 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

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.	The invitation is open to all qualified and eligible candidates
2.2.	Any price quoted in foreign currency will be converted to Kenya Shillings at the mean rate of the Central Bank of Kenya ruling at the closing date of the tender.
2.3	<p><b><u>Evaluation and Comparison of Tenders:</u></b>            The tenders will be evaluated in three stages as follows:  <b><u>Stage One: Preliminary Evaluation Mandatory Requirements.</u></b>            The following under- listed documents MUST be submitted in the following order:-</p> <ol style="list-style-type: none"> <li>1. Provide certified copies of their Certificate of Registration or Incorporation.</li> <li>2. Meet Statutory requirements including valid Tax Compliance, VAT Registration, PIN Certificate.</li> <li>3. Must provide valid AGPO certificate for the reservation groups (Youth, women &amp; PWD) and a valid ID for PWD.</li> <li>4. Submit a completed company's profile using the Confidential Business Questionnaire provided in the tender document.</li> <li>5. Must submit evidence of capability to supply the required bags of maize together with the cost per bag which must be inclusive of all taxes.</li> <li>6. The moisture content of the maize must be within the acceptable level set by KEBS.</li> <li>7. Valid trading/business Licence from Bomet County is required.</li> <li>8. submission of certified copy of recent CR12 form from register of companies.</li> <li>9. Submission of bids both online and manually is mandatory.</li> <li>10. Any other condition as stipulated in the Tender Documents for each tender above.</li> </ol> <p><b>N/B:</b> 100% compliance by tenderer shall be required to proceed to the next evaluation stage. Failure to provide any of the listed requirements shall lead to disqualification.</p>
	18

	<p><b><u>B) Stage Two: Technical Evaluation</u></b></p> <ol style="list-style-type: none"> <li>1. Proof of availability of equipment for transportation (lease,hire or owned) (20 marks)</li> <li>2. Proof of previous similar experience, attach relevant LPO's (at least 4) or letters of awards (20 Marks)</li> <li>3. Business volume and financial soundness (per year) (20 Marks)</li> <li>4. Period you have been in business ( attach copies of business registration/incorporation) (10 marks)</li> <li>5. Declaration that you are not insovent,in receivership ,bankrupt or in the process of being wound up and is not a subject to legal proceedings (10 marks)</li> <li>6. Declaration of conflict of interest (10 marks)</li> <li>7. Proof of being County based supplier (10 marks)</li> </ol> <p><b><u>C) Stage Three: Financial Evaluation.</u></b></p> <ol style="list-style-type: none"> <li>1. Audited financial accounts for the last 3 years (15 marks)</li> <li>2. Evidence of access to credit facilities (15 marks)</li> </ol> <p>The bidder with the lowest evaluated financial proposal will be recommended for the award of the contract taking into account the prevailing market price.</p>
2.4	The department will respond in hard copy or electronic format to any request of Clarification of the tender documents which it receives not later than four (4) days prior to the deadline for tender submission.
2.5	All Tenders must be accompanied by original tender security of <b>2%</b> of bid sum in form of a Bank guarantee, Banker's cheque, Guarantee(s) from deposit taking Micro Finance Institutions, Youth or Women Development Enterprises, Saccos or Insurance Companies listed on the PPRA website, valid for at least 120 days after the date of tender opening.
2.6	Tenders must be submitted on or before the closing date, not later than <b>Monday 25<sup>th</sup> may 2020 at 12:00 noon.</b>
2.7	The department will open all tenders in the presence of tenderer's representatives, who choose to attend on, <b>25<sup>th</sup> may 2020 at 12.00 noon.</b>
2.8	Post – Qualification exercise may be undertaken where appropriate. This exercise may be conducted by obtaining confidential references from person with whom the tender has had prior engagement. The second tier may involve undertaking further due diligence by carrying out field visit.
2.9	Performance security in form of a Bank guarantee, Guarantee(s) from Deposit taking Micro finance institutions, Youth or Women Development Enterprises, Saccos or Insurance Companies shall be required. This shall be the amount specifically stipulated on the award letter and must be submitted within 30 days after receipt of notification of award letter.

---

**NOTE: Ensure that all your tender submission are bound, indexed and chronologically numbered.**

**SECTION III: GENERAL CONDITIONS OF CONTRACT**

**Table of Clauses**

	<b>Page</b>
3.1 Definitions.....	21
3.2 Application.....	21
3.3 Country of Origin.....	21
3.4 Standards.....	21
3.5 Use of Contract Documents and Information.....	21
3.6 Patent Rights.....	22
3.7 Performance Security .....	22
3.8 Inspection and Tests.....	22
3.9 Packing.....	23
3.10 Delivery and Documents.....	23
3.11 Insurance.....	23
3.12 Payment.....	23
3.13 Price .....	23
3.14 Assignments... ..	24
3.15 Sub contracts .....	24
3.16 Termination for Default.....	24
3.17 Liquidated Damages.....	24
3.18 Resolution of Disputes... ..	24
3.19 Language and law.....	25
3.20 Force Majeure .....	25
3.21 Notices .....	25

## **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 thirty (30) 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) Bank guarantee
- b) Such insurance guarantee approved by the Authority
- c) Irrevocable Letter of credit issued by reputable bank located in Kenya or abroad.
- d) Security from Deposit taking micro finance institution, Sacco Societies, Youth or Women development Enterprises Funds.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later 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 goods 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 or its subcontractor(s), at point of delivery, and / or at the goods' final destination if conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to 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 goods after the goods arrival shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Procuring entity or its representative prior to the goods 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 of the goods 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 goods 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 goods 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 goods delivered and services 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 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.3 This will be a framework contracting for one (1) financial year (2018-2019) which shall be subject to mid-term performing review after 12 months to determine continuation or termination.



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

### **3.14. Assignment**

3.14.1 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 goods within the period(s) 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. Liquidated Damages**

3.17.1 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.

### **3.18. Resolution of Disputes**

3.18.1 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

3.18.2 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.

### **3.19. Language and Law**

3.19.1 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

### **3.20. Force Majeure**

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

### **3.21 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.

## **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.

4.2 Special conditions of contract as relates to the GCC

The following are special conditions of contract as relates to the GCC.

### **1 Standards (GCC 3.4)**

#### **1. Use of contract documents and information (GCC 3.5)**

GCC 3.5.3 (i) Tenderers should note that no substitution, alteration, change of format or modification to the standard tender documents is allowed. Tenderers are only allowed to add any other relevant additional to the documents. Any tenderer who doesn't adhere to this condition will automatically be disqualified.

#### **2. Inspection and Tests (GCC 3.8)**

GCC 3.8.1 (i) The department may carry out inspection and tests by visiting the premises/Go downs to ascertain the accuracy of the information given in the tender documents, capacity and capability of the tenderers and confirm whether the equipment(s) quoted for conform to the contract specification.

### **3. Packing (GCC 3.9)**

GCC 3.9.1 The goods must be packed in order to prevent their damage or deterioration during transit to the final destination County Government of Bomet.

### **4. Delivery and Documents (GCC 3.10)**

GCC 3.10.1 (i) The deliveries must be made within the stipulated contract period upon receiving the official order. Delivery must conform to the delivery schedule in the tender.

Failure to deliver within the stipulated period will cause the order to be cancelled.

- (ii) The order is to be confirmed by official local Purchase Order (LPO) duly signed by an authorized Accounting Officer(s), sent as hard copy or as an electronic copy, through official Email addresses.
- (iii) The following documents shall be received by the procuring entity at the time of delivery. Delivery Note accompanied by duplicate copy of LPO.
- (iv) Inspection certificate issued by the nominated inspection agency or the suppliers' factory inspection report if applicable.
- (v) Suppliers invoice showing Goods description, quantity, unit price and total amount.

**6. Insurance (GCC 3.11)**

GCC 3.11.1 The supplier will cover All Risks for any consignment expenses of the goods until they are accepted by the department.

**7. Payment (GCC 3.12)**

GCC. 3.12.1 Payment shall be made to the tenderer in full within ninety (90) days for the satisfactory and accepted delivered quantity as provided in the order.

**Prices (GCC 3.13)**

- GCC 3.13.1
- (i) Prices must remain firm and fixed
  - (ii) Prices must remain valid for 120 days after closing of tender
  - (iii) Prices quoted must be inclusive of all Government taxes and delivery charges to **County Government of Bomet**.
  - (iv) Price quoted must be as per our **“Unit of issue”**

**8. Assignment**

GCC 3.14 The tenderer shall not assign whole/or part of his/her obligations under this contract. The order and the payment will be done and issued to the tenderer and not any other third party.

**9. Liquidated damages (GCC 3.18)**

GCC 3.18.1 (i) If the tenderer fails to deliver and (or install the items within the period(s) specified in the contract, the department shall without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of delivered price of the delayed items up to a maximum deduction of 10% the delayed goods.

**I/we hereby certify that I/we have read the special conditions of contract (Section IV), confirm that I/we have understood and I/we shall abide by them. Tenderers**

**Name..... Date.....**

**Signature..... Official Rubber Stamp**

## **6.1 GENERAL**

- 6.1.1. These specifications describe the basic requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, Technical data sheets etc for the products they intend to supply.
- 6.1.2 Tenderers must indicate on the specifications sheets whether the goods offered comply with each specific requirement.
- 6.1.3 All the dimensions and capacities of the goods 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
- 6.1.4The 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

## STAGE 2: TECHNICAL EVALUATION ON CAPACITY TO DELIVER

Tenderers meeting all the mandatory requirements in stage one will have their bids subjected to the Technical Evaluation on capacity to deliver the services based on technical parameters given in the table below:

### EVALUATION MATRIX Technical Evaluation

**All the bids admitted at the mandatory evaluation stage shall be subjected to a technical evaluation based on the requirements listed below. The technical evaluation is out of 100% with a pass mark of 70%.**

	Evaluation requirement	Evaluation parameters	Weighted %	Maximum score
<b>1</b>	Mandatory requirements	Full submission		
	<b>Tender / contract submission form</b>	<b>Mandatory</b>		
	<b>Duly completed business questionnaire</b>	<b>Mandatory</b>		
	<b>Tax compliance certificate</b>	<b>Mandatory</b>		
	<b>Valid trading/Business permit from Bomet County</b>	<b>Mandatory</b>		
	<b>Certificate of registration/incorporation</b>	<b>Mandatory</b>		
<b>2</b>	<b>Evidence of ownership, lease or hire of equipment for transportation</b>	<b>Submission of logbooks,sale or lease agreements</b>		20
<b>3</b>	<b>Business volume and financial soundness (Per year)</b>	<b>Over kshs 2M Over kshs 1M Below kshs 1M but above kshs 500,000 Below kshs 500,000</b>	<b>20 15 10 5</b>	20
<b>4</b>	<b>Period you have been in Business (attach copy of certificate of business registration/incorporation)</b>	<b>At least 2 years in business</b>	<b>10</b>	10
<b>5</b>	<b>Evidence of Physical Address &amp; Premises. Attach Utility Bills e.g. water bills, electricity</b>	<b>Mandatory</b>		10

	bills etc or tenancy agreements			
6 (a)	Supplier relevance and experience Demonstration of dealing in the category of goods and service tendered for by submitting copies of Local Purchase Order/Service Order or contract	4 LPOs 3LPOs	20 15	20
7(a)	Declaration that you are not insolvent, in receivership, bankrupt or in the process of being wound up and is not subject to legal proceedings	Full submission in your company letterhead	10	10
(b)	Declaration of conflict of interest.	Full submission in your company letterhead	10	10

**The bidder achieving the highest combined technical score will be awarded the contract for the Supply of maize grains.**

**PRICING SCHEDULE**

<b>S/No</b>	<b>Description</b>	<b>QTY</b>	<b>Unit Price(Kshs)</b>	<b>Total Cost(Kshs)</b>
1	Maize cereal grains-90 Kg bag	3000 bags		



**SECTION VII - STANDARD DOCUMENTS**

**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 you may receive.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

## 8.2 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

<p><i>Part 1 – General:</i></p> <p>Business Name .....</p> <p>Location of business premises. ....</p> <p>Plot No..... Street/Road .....</p> <p>Postal Address ..... Tel No. .... Fax ..... Email .....</p> <p>Nature of Business,.....</p> <p>Registration Certificate No. .... VAT Reg. No .....</p> <p>Maximum value of business which you can handle at any one time – Kshs. ....</p> <p>Name of your bankers ..... Branch ..... Bank Account .....</p>																																			
<p><b>Part 2 (a) – Sole Proprietor</b></p>																																			
<p>Your name in full ..... Age .....</p> <p>Nationality ..... Country of origin .....</p> <p>No. of employees ..... ID/Passport No. ....</p> <p style="padding-left: 40px;">• Citizenship details .....</p>																																			
<p><b>Part 2 (b) Partnership</b></p>																																			
<p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 25%;">Name</th> <th style="width: 15%;">Nationality</th> <th style="width: 25%;">Citizenship Details</th> <th style="width: 10%;">Shares%</th> <th style="width: 20%;">ID/Passport No.</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> <p>No. of employees .....</p>							Name	Nationality	Citizenship Details	Shares%	ID/Passport No.	1.	.....	.....	.....	.....	.....	2.	.....	.....	.....	.....	.....	3.	.....	.....	.....	.....	.....	4.	.....	.....	.....	.....	.....
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4.	.....	.....	.....	.....	.....																														
<p><b>Part 2 (c) – Registered Company</b></p>																																			
<p>Private or Public .....</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 20px;">Nominal Kshs. ....</p> <p style="padding-left: 20px;">Issued Kshs. ....</p> <p>Given details of all Chief Executive Officers as follows;</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 25%;">Name</th> <th style="width: 15%;">Nationality</th> <th style="width: 25%;">Citizenship Details</th> <th style="width: 10%;">Shares%</th> <th style="width: 20%;">ID/Passport No.</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> <p>No. of employees .....</p>							Name	Nationality	Citizenship Details	Shares%	ID/Passport No.	1.	.....	.....	.....	.....	.....	2.	.....	.....	.....	.....	.....	3.	.....	.....	.....	.....	.....	4.	.....	.....	.....	.....	.....
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2.	.....	.....	.....	.....	.....																														
3.	.....	.....	.....	.....	.....																														
4.	.....	.....	.....	.....	.....																														
<p>Date ..... Signature of Candidate .....</p>																																			

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

**8.3 TENDER QUESTIONNAIRE**

Please fill in block letters

1. Full names of tenderer

.....  
.....

2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)

.....  
.....

3. Telephone numbers of tenderer

.....  
.....

4. Official Email Address

.....  
.....

5. Name of tenderers representative to be contacted on matters of the tender during the tender period.

.....  
.....

6. Details of tenderers nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone and fax)

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

**Signature and stamp/seal of tenderer**

## 8.4 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)

**8.5. TENDER-SECURING DECLARATION FORM**

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

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

Tender No.: .....*[insert number of bidding process]*

To: .....  
*[insert complete name of Purchaser]*

We, .....the undersigned, declare that:-

1. We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.

2. We accept that we will automatically be suspended from being eligible for tendering in any public procurement tenders with any public entity for the period of time determined by the Public Procurement Oversight Authority, if we are in breach of our obligation(s) under the tendering conditions, because we:

a) have withdrawn our tender during the period of tender validity specified in the Tender Data Sheet; or

b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity fail or refuse to execute the contract; or fail or refuse to furnish the performance security, if so required.

3. We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon our receipt of your notification or regret of the tender award letter; or thirty-eight days after the expiration of our Tender, whichever is earlier.

4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and if the Joint Venture has not been legally constituted at the time of tendering, the Tender Securing Declaration shall be in the names of all envisaged partners as named in the letter of intent.

Signed: .....  
*[insert signature of person whose name and capacity are shown]*

In the capacity of .....  
*[insert legal capacity of person signing the Tender Securing Declaration]*

Name: .....  
*[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: .....  
*[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**8.6 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 tender hereby covenants with the Procuring entity to provide the goods  
and to remedy defects therein in conformity in all respects with the provisions of the 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 \_  
\_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*

**8.7 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]

**8.8 BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

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 in 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]



**8.9 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 a competent person.

