

**REPUBLIC OF KENYA**



**COUNTY GOVERNMENT OF KIRINYAGA  
P.O. BOX 260 - 10304,  
KUTUS.**

**DEPARTMENT OF AGRICULTURE, LIVESTOCKS,  
VETERINARY AND FISHERIES**

**RE-TENDER FOR SUPPLY, DELIVERY, INSTALLA-  
TION AND COMMISSIONING OF 150KVA AND  
100KVA POWER BACKUP GENERATOR**

**OPEN TENDER**

**RE-TENDER NO: CGK/SCM/ALV&F/013/2020-2021**

**CLOSING DATE: WEDNESDAY 31<sup>ST</sup> MARCH,2021 AT 2.00 P.M**

## Table of Contents

<b><u>SECTION I - INVITATION TO TENDER .....</u></b>	<b><u>3</u></b>
<b><u>SECTION II - INSTRUCTIONS TO TENDERER .....</u></b>	<b><u>5</u></b>
<b><u>SECTION III - TECHNICAL SPECIFICATIONS.....</u></b>	<b><u>28</u></b>
<b><u>SECTION IV - GENERAL CONDITIONS OF CONTRACT .....</u></b>	<b><u>29</u></b>
<b><u>SECTION V - SPECIAL CONDITIONS OF CONTRACT .....</u></b>	<b><u>36</u></b>
<b><u>SECTION VI – SCHEDULE OF REQUIREMENTS.....</u></b>	<b><u>37</u></b>
<b><u>SECTION VIII- STANDARD FORMS.....</u></b>	<b><u>40</u></b>

## SECTION I - INVITATION TO TENDER

**TENDER NO: CGK/SCM/ALV&F/013/2020-2021**

**TENDER NAME; SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF 150KVA AND 100KVA POWER BACKUP GENERATOR**

The County Government of Kirinyaga invites sealed bids from all, interested, eligible and qualified Tenderers for the above-mentioned equipment.

Interested and eligible candidates may obtain further information from and inspect the tender documents at Director Supply Chain Management Office, 1st Floor, Kirinyaga County Headquarters, Kutus during normal working hours.

A complete set of tender documents may be obtained by interested bidders from the Public Procurement Information Portal website <http://tenders.go.ke> or the County website [www.kirinyaga.go.ke](http://www.kirinyaga.go.ke). Bidders who download the documents from the website MUST forward their particulars (Name, contacts, physical address and the tender no./ description) immediately to [procurement@kirinyaga.go.ke](mailto:procurement@kirinyaga.go.ke) for recording and any further clarifications or addendums.

Tenders must be accompanied by a Bid Security **of Kshs 100,000 from** a reputable bank or insurance firm approved by PPRA in the format provided valid for an additional 30 days beyond the tender validity period.

Prices quoted should be inclusive of all taxes and delivery charges, must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender.

Tender validity period shall be **120** days from the closing date of the tender

Completed tender document plus one copy should be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box located at **1<sup>st</sup> Floor, County Government of Kirinyaga Headquarters, Kutus Town** or be addressed and mailed to:

**The County Secretary & Head of Public Service,  
County Headquarters,  
P.O Box 260 – 10304,  
Kutus.**

so as to be received on or before, on or before **31<sup>ST</sup> MARCH, 2021 AT 2.00 P.M**

Tenders will be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend the opening at The County Headquarters, 3<sup>rd</sup> Floor, Conference Room.

Late bids **SHALL NOT** be accepted.

**HEAD, SUPPLY CHAIN MANAGEMENT  
FOR: COUNTY SECRETARY**

## SECTION II

## - INSTRUCTIONS TO TENDERERS

### Table of Contents

2.1	ELIGIBLE TENDERERS .....	5
2.2	ELIGIBLE GOODS .....	5
2.3	COST OF TENDERING .....	5
2.4	CONTENTS OF TENDER DOCUMENTS .....	6
2.5	CLARIFICATION OF DOCUMENTS .....	6
2.6	AMENDMENT OF DOCUMENTS.....	7
2.7	LANGUAGE OF TENDER.....	7
2.8	DOCUMENTS COMPRISING THE TENDER .....	7
2.9	FORMS OF TENDER.....	8
2.10	TENDER PRICES .....	8
2.11	TENDER CURRENCIES .....	9
2.12	TENDERERS ELIGIBILITY AND QUALIFICATIONS.....	9
2.13	TENDERER’S CONTRACT MANAGEMENT AND HUMAN RESOURCE CAPABILITIES.....	10
2.14	GOODS ELIGIBILITY AND CONFORMITY TO TENDER DOCUMENTS .....	10
2.15	WARRANTY.....	11
2.16	TENDER SECURITY .....	11
2.17	VALIDITY OF TENDERS .....	12
2.18	FORMAT AND SIGNING OF TENDER .....	12
2.19	SEALING AND MARKING OF TENDERS.....	13
2.20	MODIFICATION AND WITHDRAWAL OF TENDERS .....	13
2.21	OPENING OF TENDERS.....	14
2.22	PROCESS TO BE CONFIDENTIAL.....	14
2.23	CLARIFICATION OF TENDERS.....	15
2.24	PRELIMINARY EXAMINATION .....	15
2.25	TECHNICAL EVALUATION OF TENDERS .....	15
2.26	FINANCIAL EVALUATION OF TENDERS .....	16
2.27	TENDER EVALUATION PERIOD.....	16
2.28	CONVERSION TO A SINGLE CURRENCY .....	16
2.29	PREFERENCE .....	16
2.30	CONTACTING COUNTY GOVERNMENT OF KIRINYAGA .....	16
2.31	NOTIFICATION OF AWARD .....	16
2.32	SIGNING OF CONTRACT.....	17
2.33	PERFORMANCE SECURITY .....	17
2.34	CORRUPT OR FRAUDULENT PRACTICES .....	17

## **SECTION II - INSTRUCTIONS TO TENDERER**

### **2.1 Eligible Tenderers**

---

- 2.1.1 This Invitation for Tenders is open to all interested and eligible and qualified candidates as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the Schedule of Requirements Section VI.
- 2.1.2 County Government of Kirinyaga employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 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 County Government of Kirinyaga to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Service 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.

---

### **2.3 Cost of Tendering**

---

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and County Government of Kirinyaga, 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 price to be charged for the tender document shall not exceed **Kshs. 1,000/=**

2.3.3 All firms found capable of performing the contract satisfactorily in accordance to the setprequalification criteria shall be prequalified.

## **2.4 Contents of tender documents**

---

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

i. Invitation to Tender

- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Technical Specifications
- (vi) Schedule of requirements
- (vii) Price Schedules
- (viii) Tender Form
- (ix) Confidential Business Questionnaire
- (x) Tender Security Forms
- (xi) Manufacturer's Authorization Form
- (xii) Manufacturer's Warranty Form
- (xiii) Contract Form
- (xiv) Performance Security Form
- (xv) Bank Guarantee for Advance Payment Form
- (xvi) Payment Form
- (xvii) Form RB 1
- (xviii) Form SD 1
- (xix) Form SD2

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 Documents**

---

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify County Government of Kirinyaga in writing or by post at the entity's address indicated in the Invitation to Tender. County Government of Kirinyaga 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 County

Government of Kirinyaga. 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 County Government of Kirinyaga 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 documents**

---

- 2.6.1 At any time prior to the deadline for submission of tenders, County Government of Kirinyaga, 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 amendment.
- 2.6.2 All prospective candidates that have received 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, County Government of Kirinyaga, 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 County Government of Kirinyaga, 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 2.1.1 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 2.2.1 that the manufacturer, goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents, and, and
- (d) tender security furnished in accordance with paragraph 2.14
- (e) And all other documents indicated in Section II

## **2.9 Forms of Tender**

---

- 2.9.1 The Tenderer shall complete and sign the Tender Form and all other documents furnished in the Tender Document, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices amongst other information required.
- 2.9.2 If any Form's page is found to have insufficient space to fit all of the Tenderer's information, data, etc., the Tenderer shall attach a sheet or sheets immediately after such page clearly labeling at the top of each page of such attachment with the title of that Form and numbering accordingly.

## **2.10 Tender Prices**

---

- 2.10.1 The Tenderer shall indicate on the appropriate Price Schedule, the unit prices and total tender price of the goods it proposes to supply under the proposed contract.
- 2.10.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.
- 2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to 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
- 2.10.4 Notwithstanding any other provision contained in this tender document or any ensuing contract, tender prices for the initial year as submitted (quoted) by the Tenderer shall remain firm, fixed and not subject to adjustment for changes or unexpected contingencies of any kind whatsoever, including, without restricting the generality of the foregoing, changes in wages, material costs, or taxes which may in future be imposed by lawful authority outside of Kenya but excluding taxes that may be imposed by lawful authority within Kenya.
- 2.10.5 The validity period of the tender shall be 120 days from the date of opening of the tender.

## **2.11 Tender Currencies**

---

- 2.11.1 For goods that the Tenderer will supply from within or outside Kenya, the prices shall be quoted in Kenya Shillings, or in another freely convertible currency in Kenya. The currency quoted must be indicated clearly on the Price Schedule of Goods.

## **2.12 Tenderers Eligibility and Qualifications**

---

- 2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 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 be established to the Procuring entity's satisfaction;
- (a) *the Manufacturer's Authorization and Warranty (where applicable) and a list of all the intended manufacturing facilities together with facilities complete physical addresses*
  - (b) *that the Tenderer has the financial capability necessary to perform the contract. The Tenderer shall be required to provide the documents as specified in the Appendix to Instructions to Tenderers including a current Tax Compliance Certificate issued by the relevant tax authorities. The Tax Compliance Certificate must be valid at all times during the contract period validity.*
  - (c) *that the Tenderer has the technical and production capability necessary to perform the contract*
  - (d) *A detailed list of previous customers for similar items on tender and their contact addresses shall be submitted with the Tender for the purpose of reference and evaluation*
  - (e) *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.*
- 2.12.4 Tenderers with any record of unsatisfactory or default in performance obligations in any contract shall not be considered for award. For the avoidance of doubt, this shall include any Tenderer with unresolved case(s) in its performance obligations in any contract.

## **2.13 Tenderer's Contract Management and Human Resource Capabilities**

---

2.13.1 The Tenderer must have the necessary human resource experience and qualifications to manage and administer the contract. The Tenderer shall be required to provide valid evidence of availability and appropriate qualification of key personnel as specified in the Form provided.

## **2.14 Goods Eligibility and Conformity to Tender Documents**

---

2.14.1 Pursuant to 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

2.14.2 The documentary evidence of the eligibility of the goods shall consist of a 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.

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

- (a) a detailed description of the essential technical and performance characteristics of the goods whether in brochures, catalogues, drawings or otherwise,
- (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 goods for a period of one (1) year, following commencement of the use of the goods 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.

2.14.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.14.3(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.

## 2.15 Warranty

---

2.15.1 Where required in the Tender, all Tenderers must also provide a Warranty that warrants that the goods to be supplied under the intended contract are new, unused, of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the Tender. The Warranty shall also warrant that the goods in the Tenderer's bid have no defect arising from manufacture, materials or workmanship or from any act or omission of the Tenderer that may develop under normal use of the goods under the conditions obtaining in Kenya.

## 2.16 Tender Security

---

2.16.1 The Tenderer shall furnish, as part of its Tender, a tender security for the amount specified in the Appendix to Instructions to Tenderers. The Original Tender Security, in a clearly labelled envelop, shall be delivered in the **Supply Chain Management office 1<sup>st</sup> Floor Room B15, on or before the opening date and time.**

2.16.2 The tender security is required to protect County Government of Kirinyaga against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.13.8

2.16.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to County Government of Kirinyaga and valid for thirty (30) days beyond the validity of the tender.

2.16.4 Any tender not secured in accordance with paragraph 2.16.1 and 2.16.3 will be rejected by County Government of Kirinyaga as non-responsive, pursuant to paragraph 2.13

2.16.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible in any of the following circumstances: -

- a) the procurement proceedings are terminated*
- b) County Government of Kirinyaga determines that none of the submitted Tenders is responsive*
- c) the contract is signed by the successful Tenderer and County Government of Kirinyaga*

as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by County Government of Kirinyaga.

2.16.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.17 and furnishing the performance security, pursuant to paragraph 2.18

2.16.7 The tender security may be forfeited:

(a) if a tenderer withdraws its tender during the period of tender validity specified by County Government of Kirinyaga 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

## **2.17 Validity of Tenders**

---

2.17.1 Tenders shall remain valid for 120 days or as specified in the Invitation to tender after the date of tender opening prescribed by County Government of Kirinyaga, pursuant to paragraph 2.14. A tender valid for a shorter period shall be rejected by County Government of Kirinyaga as non-responsive.

2.17.2 In exceptional circumstances, County Government of Kirinyaga 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 2.33 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.

## **2.18 Format and Signing of Tender**

---

2.18.1 The Tender shall be typed or written in indelible ink. It shall be signed by the Tenderer or a person or persons duly authorized to bind the Tenderer to the contract.

2.18.2 The authorization shall be indicated by a written Power of Attorney granted by the Tenderer to the authorized person. In either case above, the Power of Attorney shall accompany the Tender.

2.18.3 All pages of the Tender, including un-amended printed literature, shall be initialed by the person or persons signing the Tender and serially numbered.

2.18.4 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.

2.18.5CGK will assume no responsibility whatsoever for the Tenderer's failure to comply with or observe the entire contents of this paragraph 2.18.

2.18.6Any Tender not prepared and signed in accordance with this paragraph (2.18) shall be rejected by CGK as non-responsive, pursuant to paragraph 2.18.

## **2.19 Sealing and Marking of Tenders**

---

2.19.1The 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.

2.19.2The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

**The County Secretary & Head of Public Service,  
County Headquarters,  
P.O Box 260 – 10304,  
Kutus**

(b) bear, tender number and name in the Invitation for Tenders and the words, **"DO NOT OPEN BEFORE,"31<sup>ST</sup> March, 2021 at 2.00 P.m.**

2.19.3The 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".

2.19.4If the outer envelope is not sealed and marked as required by paragraph 2.19.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

## **2.20 Modification and withdrawal of tenders**

---

2.20.1The 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 prior to the deadline prescribed for submission of tenders.

2.20.2The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.20. 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.

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

2.20.4 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 2.16.8

2.20.5 County Government of Kirinyaga may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.20.6 County Government of Kirinyaga 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.

## **2.21 Opening of Tenders**

---

2.21.1 County Government of Kirinyaga shall open all Tenders promptly at the date and time specified in the CGK tendering portal and at the location specified in the Invitation to Tender or as may otherwise be indicated.

2.21.2 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.

2.21.3 The Tenderers or their representatives may attend the opening and those present shall sign a register evidencing their attendance.

2.21.4 The Procuring entity will prepare minutes of the Tender opening.

## **2.22 Process to be Confidential**

---

2.22.1 After the opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations arising therefrom shall not be disclosed to a Tenderer or other person(s) not officially concerned with such process until conclusion of that process.

2.22.2 Conclusion of that process shall be deemed to have occurred, at the latest, by the date and time CGK notifies the successful bidder(s). In any event, official disclosure by CGK of any information upon conclusion of that process may only be to the unsuccessful bidders and may contain only the information permissible by law in summary form.

2.22.3 Any effort by a Tenderer to influence CGK or any of its staff members in the process of examination, evaluation and comparison of tenders and information or decisions concerning the Tender may result in the disqualification of the Tenderer.

## **2.23 Clarification of tenders**

---

- 2.23.1 To assist in the examination, evaluation and comparison of tenders County Government of Kirinyaga 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.
- 2.23.2 Any effort by the tenderer to influence County Government of Kirinyaga in County Government of Kirinyaga's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.24 Preliminary Examination**

---

- 2.24.1 County Government of Kirinyaga 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.
- 2.24.2 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 quantify, 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 forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.24.3 County Government of Kirinyaga 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.
- 2.24.4 Prior to the detailed evaluation, pursuant to paragraph 2.25 County Government of Kirinyaga 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. County Government of Kirinyaga's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.24.5 If a tender is not substantially responsive, it will be rejected by County Government of Kirinyaga and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## **2.25 Technical Evaluation of Tenders**

---

- 2.25.1 CGK will evaluate and compare the Tenders that have been determined to be substantially responsive in compliance to the Technical requirements set out in the Tender Document.

## **2.26 Financial Evaluation of Tenders**

---

- 2.26.1 Upon completion of the preliminary and technical evaluation, CGK shall conduct a Financial Evaluation and comparison as set out in Evaluation Criteria.

## **2.27 Tender Evaluation Period**

---

- 2.27.1 The tender evaluation committee(s) shall evaluate the tender within the validity period of the tender.

## **2.28 Conversion to a single currency**

---

- 2.28.1 Where other currencies are used, County Government of Kirinyaga will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya for debarment from participating in future public procurement.

## **2.29 Preference**

---

- 2.29.1 preference shall be given to —

- (a) manufactured articles, materials and supplies partially mined or produced in Kenya or where applicable have been assembled in Kenya; or
- (b) firms where Kenyans are shareholders.

- 2.29.2 For purposes of this paragraph the Tenderer shall submit with its Tender, a valid copy of certificate of Confirmation of Directorships and Shareholding issued and signed by either the Registrar of Companies or Registrar of Business Names. This certificate must not be more than three (3) months old from the Date of the Tender Document. County Government reserves the right to subject the certificate to authentication.

## **2.30 Contacting County Government of Kirinyaga**

---

- 2.30.1 Subject to paragraph 2.30 no tenderer shall contact County Government of Kirinyaga on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

- 2.30.2 Any effort by a tenderer to influence County Government of Kirinyaga in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

## **2.31 Notification of award**

---

- 2.31.1 Prior to the expiration of the period of tender validity, CGK shall notify the successful Tenderer in writing that its Tender has been accepted.

2.31.2 The notification of award shall not constitute the formation of the contract until one is finally signed by both parties.

2.31.3 Simultaneously, and without prejudice to the contents of paragraph 2.31 on issuance of the Notification of Award to the successful Tenderer, CGK shall notify each unsuccessful Tenderer.

2.31.4 A notification of the tender outcome does not reduce the validity period for any tender security whether the Tenderer is successful or not, except where such tender security is officially released to the Bank and/or the Tenderer and such Bank discharged of all its obligations by CGK prior to the expiry of its stated validity period.

## **2.32 Signing of Contract**

---

2.32.1 At the same time as County Government of Kirinyaga notifies the successful tenderer that its tender has been accepted, County Government of Kirinyaga will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.32.2 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.

2.32.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to County Government of Kirinyaga.

## **2.33 Performance Security**

---

2.33.1 Within Thirty (30) days of the receipt of notification of award from County Government of Kirinyaga, 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 County Government of Kirinyaga.

2.33.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.31 or paragraph 2.32 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event County Government of Kirinyaga may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.34 Corrupt or Fraudulent Practices**

---

2.34.1 County Government of Kirinyaga requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i) “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

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of County Government of Kirinyaga, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive County Government of Kirinyaga of the benefits of free and open competition;

2.34.2 County Government of Kirinyaga 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.

2.34.3 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 THE TENDERERS**

The following information for procurement of Service shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions 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

<b>No.</b>	<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
1.	<b>2.1 ELIGIBLE TENDERERS</b>	open to all interested and eligible and qualified candidates
2.	<b>2.2.2 ELIGIBLE GOODS</b>	All goods to be supplied under the contract shall have their origin in eligible source countries
3.	<b>2.12.1 TENDERERS ELIGIBILITY</b>	The Tenderer shall submit <ol style="list-style-type: none"><li>a manufacturers authorization form,</li><li>Certificate of incorporation</li><li>KRA Tax Compliance</li></ol>
4.	<b>2.16 TENDER SECURITY</b>	Tenders must be accompanied by a Bid Security of Kshs 100,000
5.	<b>2.17.1 TENDER VALIDITY PERIOD:</b>	tender shall be valid for 120 days from the date of opening
6.	<b>2.21.1 INDICATE DAY, DATE AND TIME OF CLOSING</b>	<b>31<sup>ST</sup> March, 2021 at 2.00 P.m.</b>

7.	<b>2.24 PRELIMINARY EVALUATION</b>	<p>Tenderers are required to submit copies of the following <b>MANDATORY DOCUMENTS</b> which will be used during Preliminary Examination to determine responsiveness:</p> <ol style="list-style-type: none"> <li>1. Copy of Certificate of Incorporation/Registration</li> <li>2. Copy of Valid Tax compliance certificate issued by Kenya Revenue Authority (KRA)</li> <li>3. A Certified Copy of RECENT CR 12 Form (24 Months) from Registrar of company. For AGPO Tenders BIDDERS should be provided a valid certificate of Registration from Treasury for the relevant special group and National ID(s) for the directors</li> <li>4. Dully filled price schedule, signed and stamped</li> <li>5. Confidential business questionnaire MUST be duly Filled, signed and stamped by the applicant or their authorized representative</li> <li>6. <i>Submission of:-</i> <ol style="list-style-type: none"> <li>i. <i>Manufacturer's Authorisation where the bidder is not the manufacturer.</i></li> <li>ii. <i>Manufacturer's Warranty Form</i></li> <li>iii. <i>a copy of the Manufacturer's valid quality management system certification i.e. ISO 9001 for goods from outside Kenya.</i></li> <li>iv. <i>a copy of valid KEBS Mark of Quality Certificate/ Standardisation Mark</i></li> <li>v. <i>duly completed and signed Guaranteed Lead Time Form</i></li> </ol> </li> <li>7. Bid Security of Kshs 100,000</li> <li>8. Tenderers shall ensure that the submitted bid (documents) is (are) serialized/paginated, well bound and intact i.e. (each page in the submitted bid shall have serial identification).</li> <li>9. Bidders should attach a Pre- Bid Certificate issued at a Pre-bid Meeting/Site visit which shall be held on Wednesday 24<sup>th</sup>March, 2021 AT 11.00AM.</li> <li>10. Duly filled, signed and stamped self-declaration forms (r 62)</li> <li>11. Tenderers shall ensure that the submitted bid (documents) is (are) serialized/paginated, well bound and intact i.e. (each page in the submitted bid shall have serial identification)</li> </ol> <p>N/B:</p> <p>100% compliance by the tenderer shall be required to proceed to the next evaluation stage. Failure to provide any of the requirements shall lead to disqualification.</p>
----	------------------------------------	---

No.	INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
8.	<b>2.25 TECHNICAL EVALUATION</b>	<p>Evaluation and comparison of Tenders: <b><i>The following evaluation criteria shall be applied not withstanding any other requirement in the tender documents.</i></b></p> <p>This will be done by comparing details of the product offered against the requirements / technical specifications and confirming the same from the samples submitted. Tenderers must therefore comprehensive fill the specification sheet provided in Section 4 in order to be technically evaluated.</p>
9.	<b>2.26 FINANCIAL EVALUATION</b>	<p>This will include the following: -</p> <ul style="list-style-type: none"> <li>a) Confirmation and considering price schedule duly completed and signed</li> <li>b) Conducting a financial comparison</li> <li>c) The bidder with the lowest evaluated financial proposal will be recommended for the award of the contract for each item.</li> <li>d) Minimum of 90 days credit period shall be required after delivery, inspection and acceptance of the items.</li> <li>e) In case of discrepancy between unit price and total, the unit price shall prevail.</li> <li>f) If there is a tie on the lowest quoted price for any item competitive negotiation shall be undertaken.</li> <li>g) Unrealistic low or high prices shall be rejected, depending on the prevailing market price of that brand tendered.</li> </ul>
	2.31	Award Criteria: <b><i>lowest Evaluated Bid</i></b>
	2.33	Indicate particulars of performance security: <b>N/A</b>

## 2.24 Evaluation and Comparison of Tenders

After tender opening, the tenders will be evaluated in 3 stages, namely:

- a) Preliminary Examination
- b) Technical Examination
- c) Financial Examination

### A. PRELIMINARY EVALUATION

This stage of evaluation shall involve examination of the Responsive conditions as set out in the Tender bid document.

These conditions include the following:

1. Copy of Certificate of Incorporation/Registration
2. Copy of Valid Tax compliance certificate issued by Kenya Revenue Authority (KRA)
3. A Certified Copy of RECENT CR 12 Form (24 Months) from Registrar of company. For AGPO Tenders BIDDERS should be provided a valid certificate of Registration from Treasury for the relevant special group and National ID(s) for the directors
4. Dully filled price schedule, signed and stamped
5. Confidential business questionnaire MUST be duly Filled, signed and stamped by the applicant or their authorized representative
6. *Submission of:-*
  - i. *Manufacturer's Authorisation where the bidder is not the manufacturer.*
  - ii. *a copy of the Manufacturer's valid quality management system certification i.e. ISO 9001 for goods from outside Kenya.*
  - iii. *duly completed and signed Guaranteed Lead Time Form*
7. Bid Security of **Kshs 100,000**
8. Tenderers shall ensure that the submitted bid (documents) is (are) serialized/paginated, well bound and intact i.e. (each page in the submitted bid shall have serial identification).
9. Bidders should attach a Pre- Bid Certificate issued at a Pre-Bid Meeting/Site visit which shall be held on **Wednesday 24<sup>th</sup> March, 2021 AT 11.00AM.**
10. Duly filled, signed and stamped self-declaration forms (r 62)
11. Tenderers shall ensure that the submitted bid (documents) is (are) serialized/paginated, well bound and intact i.e. (each page in the submitted bid shall have serial identification)

**N; B At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions in any of the above mandatory requirements will be eliminated from the entire evaluation process and will not be considered further.**

## **STAGE 2. TECHNICAL EVALUATION**

In accordance with clause 2.2.5 of Instruction to Tenderers, the tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their eligibility under sub clause 2.5 of Instructions to Tenderers and their capability and adequacy of resources to effectively carry out the subject contract.

In order to comply with provisions of clause 2.5 of Instruction to Tenderers, the tenderers shall be required;

- a) To fill the Standard Forms provided in the bid document for the purposes of providing the required information. The tenderers may also attach the required information if they so desire;
- b) To supply equipment's/items which comply with the technical specifications set out in the bid document. In this regard, the bidders shall be required to submit relevant technical brochures/catalogues with the tender document, highlighting the Catalogue Numbers of the proposed items. Such brochures/catalogues should indicate comprehensive relevant data of the proposed equipment/items which should include but not limited to the following:
  - i. Standards of manufacture;
  - ii. Performance ratings/characteristics;
  - iii. Material of manufacture;
  - iv. Electrical power ratings; and
  - v. Any other necessary requirements (Specify).

The bid will then be analyzed, using the information in the technical brochures, to determine compliance with General and Particular technical specifications for the works as indicated in the tender document. The tenderer shall also fill in the Technical Schedule as specified in the tender document for Equipment and Items indicating the Country of Origin, Model/Make/Manufacturer and catalogue numbers of the Items/Equipment they propose to supply.

The award of points considered in this section shall be as shown below:

### **PARAMETER** **MUM POINTS**

### **MAXI-**

1. Compliance with Technical Specifications.....	30
2. Legal Capacity Litigation History -----	5
3. Evidence of Financial Resources -----	15
4. Key personnel -----	14
5. Supply, Delivery, Installation and Commissioning of Generators in the last Five (5) years -----	20
6. Schedules of contractors equipment -----	20
<b>TOTAL</b>	<b><u>100</u></b>

<b>2. TECHNICAL EVALUATION</b>		
<b>CRITERIA</b>	<b>DESCRIPTION</b>	<b>MAX SCORE %</b>
<b>(A) LEGAL CAPACITY (must be registered company (partnership, sole etc.))</b>		
<b>Legal Capacity</b>	1. History of Non-Performing Contracts	2.50
	2. Litigation History	2.50
<b>TOTAL (Legal Capacity)</b>		<b>5.00</b>
<b>(B) FINANCIAL CAPACITY</b>		
<b>Financial performances</b>	<b>Submission of Audited Financial reports for the last two [2] years, Certified Bank statements and lines of credit, etc to demonstrate:</b>	
	(a) the current soundness of the applicants financial position and its prospective long term profitability - last two (2) years audited reports,	6.00
	(b) Evidence of adequacy of working capital: - Last 12 Months certified Bank statements or Liquid assests/Letters of credit facilities/ confirmation of availability of adequate resources/funds to perform the contract (minimum Kshs 1 million).	9.00
<b>TOTAL (Financial performance)</b>		<b>15.00</b>
<b>(C) COMPANY EXPERIENCE in SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATORS</b>		
<b>General Experience</b>	<b>Specific Construction Experience</b>	
	General Experience in handling similar Supply and Delivery of Technical Goods/Equipment/projects. Provide list showing project name, contract period, contract sum, commencement date, completion date, and percentage currently (where applicable). (2Mks for each project up to a maximum of 2 Projects; Attach Certified Copies of Purchase Orders/Contra2ts/Completion Certificate)----- 0	4.00
<b>Specific Experience</b>	Provide list showing project name, contract period, contract sum, commencement date, completion date, and percentage currently (where applicable). (2Mks for each project up to a maximum of 3 Projects; Attach Certified Copies of Purchase Orders/Contracts/Completion Certificates/)	6.00
<b>TOTAL(COMPANY EXPERIENCE)</b>		<b>10.00</b>
<b>(D) Work methodology</b>		
<b>(a) Delivery Period</b>		
	Delivery Period/Work plan/Methodology for undertaking the assignment (Submit sufficient details that demonstrate the Lead Time with regards to the completion time referred to in Special Conditions of Contract	10.00
<b>(B) Warranty</b>		
	Full guarantee and warranty as per the General Conditions of Contract (Provide details of Warrant) More than	10.00

	2 Years (10Mks), 2-1 Years (5Mks), Less than One Year (0Mks)	
<b>TOTAL (COMPANY EXPERIENCE)</b>		<b>20.00</b>
<b>(E) COMPANY EQUIPMENT CAPACITY</b>		
<b>Essential Equip-ment Availabil-ity</b>	<b>Proof of essential Company equipment ownership or proposal for timely acquisition. Attach evidence of either (owned, leased, hired etc) including Models, photos, capacities, current working conditions, etc</b>	
	Transport and handling equipment- Hoisting Up Crane, Tipper Pick up, etc	10.00
<b>TOTAL (Construction Equipment Capacity)</b>		<b>10.00</b>
<b>(E) KEY PERSONNEL</b>		
<b>Key Per-sonnel compe-tences</b>	Qualification and experience of key personnel. Attach certified cop-ies of C.Vs and certificates).	
	<b>Director/ Management of the firm.</b> <ul style="list-style-type: none"> <li>• Holder of degree in relevant Engineering field ----- 8</li> <li>• Holder of diploma in relevant Engineering field ----- 6</li> <li>• Holder of certificate in relevant Engineering field----- 3</li> <li>• Holder of trade test certificate in relevant Engineering field - 1</li> <li>• No relevant certificate ----- 0</li> </ul>	8.00
	<b>Project Manager / Electrical Engineer; At least 1No. degree/di- ploma holder of key personnel in relevant field</b> <ul style="list-style-type: none"> <li>• With over 10 years relevant experience ----- 8</li> <li>• With over 5 years relevant experience----- 4</li> <li>• With under 5 years relevant experience -----1</li> </ul>	8.00
	<b>At least 2No artisan (trade test certificate in relevant field)</b> <ul style="list-style-type: none"> <li>• Artisan with over 10 years relevant experience ----- 4</li> <li>• Artisan with under 10 years relevant experience ----- 1</li> <li>• Non skilled worker with over 10 years relevant experience --- 0</li> </ul>	4.00
	<b>TOTAL (Key Personnel)</b>	<b>20.00</b>
<b>(F) COMPLIANCE WITH TECHNICAL SPECIFICATION</b>		
	<b>Compliance with Technical Specifications</b> <ul style="list-style-type: none"> <li>• Compliant ----- 30</li> </ul> <b>Note:</b> (i) prorated at: $\frac{6\text{marks per Technical specification} \times 30}{5}$ (ii) <b><i>Tender Evaluation Committee to carryout analysis show- ing how decision on this requirement has been arrived at. Attach analysis on this as an Appendix)</i></b>	30.00
<b>TOTAL (Compliance with technical specification)</b>		<b>30.00</b>
<b>GRAND TOTAL</b>	<b>(Totals for; A, B, C, D, E &amp; F)</b>	<b>100.00</b>

**In addition to the mandatory requirements above, a minimum technical score of 70% shall be required to proceed to evaluation of the financial bids.**

### **STAGE 3. FINANCIAL EVALUATION**

The winning bidder will be the lowest bidder among those who will have passed the technical evaluation as outlined in (1 & 2) above except where the bidder has not satisfied all other requirements stated in the bid document. The financial evaluation will include:

#### **(1) Arithmetic Errors**

The bid shall be checked for arithmetic errors based on the rates and the total sums indicated in the bills of quantities. Confirmation shall be sought in writing from the tenderers whose tender sums will be determined to have a significant arithmetic error to their disadvantage, to confirm whether they stand by their tender sums.

#### **(2) Comparison of rates**

The evaluation committee will compare rates from different bidders and note consistency of rates and front loading. The evaluation committee will judge and make an appropriate decision giving evidence.

The following evaluation criteria shall be applied notwithstanding any other requirement in the tender documents.

### **Selection Process**

Quality Cost Based Selection

#### **STEP 1: Preliminary evaluation**

This will be an elimination stage which will be done as per criteria above

#### **STEP 2: Technical Evaluation**

Tenderers will be required to provide technical details on their product that meets the provided technical requirement. Only Tenderers who score 70% and above will be considered to be technically responsive and therefore be considered for further evaluation

#### **Technical Evaluation shall be based as per the evaluation criteria provided above**

Only bidders who score 70% and above will be subjected to financial evaluation. Those who score below 70% will be eliminated at this stage from the entire evaluation process and will not be considered further.

#### **STEP 3: Financial Evaluation**

Upon completion of the technical evaluation a detailed financial evaluation shall follow. The evaluation shall be in three stages

- a) Determination of Arithmetic errors
- b) Comparison of Rates; and
- c) Consistency of the Rates.

#### **A) Determination of Arithmetic Errors**

The bid shall be checked for arithmetic errors based on the rates and the total sums indicated in the bills of quantities. Confirmation shall be sought in writing from the tenderers whose tender sums will be determined to have a significant arithmetic error to their disadvantage, to confirm whether they stand by their tender sums. Discount if any shall be treated as an error.

## **B) Comparison of rates**

Items that are underpriced or overpriced may indicate potential for non-delivery and front loading respectively. The committee shall promptly write to the tenderer asking for detailed breakdown of costs for any of the quoted items, relationship between those prices, proposed construction/installation methods and schedules.

The evaluation committee shall evaluate the responses and make an appropriate recommendation to the procuring entity giving necessary evidence.

## **C) Consistency of the Rates**

The evaluation committee will compare the consistency of rates for similar items and note all inconsistencies of the rates for similar items.

## **STAGE 4 - RECOMMENDATION FOR AWARD**

The successful bidder shall be the tenderer with the ***highest Combined Technical and Financial scores***.

The financial submissions of the required services will be divided by the lowest bidder's financial quote to determine the financial score of each bidder using the formulae below:

### **FM**

**Sf = 100 X / F** where: Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (**T=the weight given to the Technical Proposal as 80%: P = the weight given to the Financial Proposal as 20%**)

**Combined Technical and Financial scores is: :- S = St x T % + Sf x P %**

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal: P = the weight given to the Financial Proposal; T + p = 1)

**The table below summarizes the overall evaluation process and the proposed weighting of each stage.**

<b>AREA RATING</b>	<b>RATING/SCORE</b>
STEP 1: Preliminary evaluation	Elimination
STEP 2: Technical Evaluation	80
STEP 3: Financial Evaluation	20
Combined Technical and Financial Score	100

**N:B *The Procuring Entity will verify information submitted. Any form of forgery or misinformation from the bidder shall lead to cancellation of the bid/award, institution of legal proceedings and blacklisting for all future contracts***

### **SECTION III - TECHNICAL SPECIFICATIONS**

#### **5.1 General**

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

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

5.1.3 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.

5.1.4 The tenderers are requested to present information along with their offers as follows:

- (i) Shortest possible delivery period of each product
- (ii) Goods return policy

## **SECTION IV                      -                      GENERAL CONDITIONS OF CONTRACT**

### Table of Contents

3.1	DEFINITIONS.....	30
3.2	APPLICATION.....	30
3.3	STANDARDS.....	30
3.4	USE OF CONTRACT DOCUMENTS AND INFORMATION.....	30
3.5	PATENT RIGHTS .....	31
3.6	PERFORMANCE SECURITY.....	31
3.7	INSPECTION AND TESTS.....	31
3.8	PACKING .....	32
3.9	DELIVERY AND DOCUMENTS .....	32
3.10	PAYMENT.....	32
3.11	PRICES.....	33
3.12	ASSIGNMENT.....	33
3.13	SUBCONTRACTS.....	33
3.14	TERMINATION FOR DEFAULT .....	33
3.15	TERMINATION FOR INSOLVENCY .....	34
3.16	TERMINATION FOR CONVENIENCE.....	34
3.17	LIQUIDATED DAMAGES .....	34
3.18	RESOLUTION OF DISPUTES.....	34
3.19	GOVERNING LANGUAGE.....	35
3.20	APPLICABLE LAW .....	35
3.21	FORCE MAJEURE .....	35
3.22	NOTICES.....	35

### **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 County Government of Kirinyaga 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 County Government of Kirinyaga" means the organization purchasing the Goods under this Contract.

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

(f) "The Tenderer" means the individual or firm providing the services under this Contract.

(g) "GCC" means general conditions of contract contained in this section

(h) "SCC" means the special conditions of contract

(i) "Day" means calendar day

### **3.2 Application**

---

3.1.2 These General Conditions shall apply to the extent that provisions of other part of contract do not super cede them.

### **3.3 Standards**

---

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the Schedule of requirements.

### **3.4 Use of Contract Documents and Information**

---

3.4.1 The tenderer shall not, without County Government of Kirinyaga'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 County Government of Kirinyaga in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

- 3.4.2 The tenderer shall not, without County Government of Kirinyaga's prior written consent, make use of any document or information enumerated in paragraph 3.4.1 above
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.4.1 shall remain the property of County Government of Kirinyaga and shall be returned (all copies) to County Government of Kirinyaga on completion of the Tenderer's performance under the Contract if so required by County Government of Kirinyaga.

### **3.5 Patent Rights**

---

- 3.5.1 The tenderer shall indemnify County Government of Kirinyaga against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Service or any part thereof in County Government of Kirinyaga's country.

### **3.6 Performance Security**

---

- 3.6.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to County Government of Kirinyaga the performance security in the amount specified in Special Conditions of Contract.
- 3.6.2 The proceeds of the performance security shall be payable to County Government of Kirinyaga as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 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) A bank guarantee
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 3.6.4 The performance security will be discharged by County Government of Kirinyaga 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

### **3.7 Inspection and Tests**

---

- 3.7.1 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.

- 3.7.2 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.
- 3.7.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the Procuring entity.
- 3.7.4 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 equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.7.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.8 Packing**

---

- 3.8.1 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.
- 3.8.2 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.

### **3.9 Delivery and Documents**

---

- 3.9.1 Delivery of the goods shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract.

### **3.10 Payment**

---

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

- 3.10.2 Payments shall be made promptly by County Government of Kirinyaga as specified in the contract

### **3.11 Prices**

---

- 3.11.1 Prices charged by the tenderer for 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.
- 3.11.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.11.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.11.4 Price variation request shall be processed by County Government of Kirinyaga within 30 days of receiving the request.

### **3.12 Assignment**

---

- 3.12.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with County Government of Kirinyaga's prior written consent

### **3.13 Subcontracts**

---

- 3.13.1 The tenderer shall notify County Government of Kirinyaga 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

### **3.14 Termination for default**

---

- 3.14.1 County Government of Kirinyaga 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 provide any or all of the service within the periods) specified in the Contract, or within any extension thereof granted by County Government of Kirinyaga
- (b) if the tenderer fails to perform any other obligation(s) under the Contract

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

3.14.2 In the event County Government of Kirinyaga terminates the Contract in whole or in part, it may procure, upon such terms and in such manner, as it deems appropriate, service similar to those unprovided, and the tenderer shall be liable to County Government of Kirinyaga for any excess costs for such similar services.

### **3.15 Termination for insolvency**

---

3.15.1 The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.16 Termination for convenience**

---

3.16.1 The procuring entity by written notice sent to the contractor may terminate the contract in completely or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.16.2 For the remaining part of the contract after termination, the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.17 Liquidated Damages**

---

3.17.1 If the tenderer fails to provide any or all of the service within the period(s) specified in the contract, County Government of Kirinyaga shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the provided price of the delayed service up to a maximum deduction of 10% of the delayed service. After this the tenderer may consider termination of the contract.

### **3.18 Resolution of Disputes**

---

3.18.1 County Government of Kirinyaga and the tenderer shall make every effort to resolve amicably by direct informal negotiation and 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 adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Governing Language**

---

- 3.19.1 The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

### **3.20 Applicable Law**

---

- 3.20.1 The contract shall be interpreted in accordance with the laws of Kenya 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 its delays 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 notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC A notice shall be effective when delivered or on the notices effective date, whichever is later.

## SECTION V - SPECIAL CONDITIONS OF CONTRACT

### Notes on Special Conditions of Contract

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract.

<b>General conditions of contract reference</b>	<b>Special conditions of contract</b>
3.6	<b>Performance security:</b> N/A
3.9	<b>Delivery of Goods and documents</b> The delivery of the goods shall be at the point of use within the site. 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.
3.10	<b>Payment:</b> Monthly payment only after receiving and confirming correctness in invoice and all documents of payment. The payment shall be made to the tendered supplier/contractor and No any third parties/Agents shall be paid on behalf of supplier/contractor.
3.11	Price Variation: <b>Refer to 3.9.3</b>
3.18	<b>Resolution of Disputes:</b> The formal mechanism for resolution of disputes shall be Arbitration by an arbitrator appointed by the Chartered Institute of Arbitrators (Kenya Chapter) according to the provisions of Arbitration Act Cap 49 Laws of Kenya.
3.19	Language and Laws: <b>Applicable language is English and applicable laws are the Laws of Kenya</b>
3.22	<b>Notice:</b> Procuring Entity's Addresses:  <p style="text-align: center;"> <b>The County Secretary &amp; Head of Public Service,                          County Headquarters,                          P.O Box 260 – 10304,  <u>Kutus.</u></b> </p>

## SECTION VI – SCHEDULE OF REQUIREMENTS

**TENDER NAME: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF 150KVA AND 100KVA POWER BACKUP GENERATOR**

**TENDER NO: CGK/SCM/ALV&F/013/2020-2021**

### KIRINYAGA POULTRY COOPERATIVE SOCIETY SPECIFICATIONS & ENGINEERING ESTIMATES FOR 150 KVA BACK-UP GENERATOR UPGRADE OF MAINS POWER

S/NO	ITEM	SPECIFICATION		QUANTITY	ESTIMATE COST	Delivery timeliness
1.	Generator	Type of generator	150KVA	1		
		Prime power	150KVA			
		Standby power	165KVA			
		voltage	415V			
		Power factor	1			
		Rated frequency	50/60HZ			
		Voltage regulate	Capacitor			
		Engine type	Perkins or equivalent			
		Starting system	Electric			
		Alternator	Leroy Somer			
		Fuel tank	425 liters			
		Noise	80dB(A)			
		Dimensions	L*W*H(MM)3400*1130*1470			
		Cooling	Water			
		Lubricate system	Pressure fly			
		Digital control	Deep sea			
		Fuel type	Diesel			
2.	Transport	Delivery	To the site	1		
3.	Labour	Installation, Testing and commissioning		1		
4.	Upgrading of mains supply	Digitization of Power Supply	KPLC Charges	1		
		Upgrade of KPLC Cable from 25mm <sup>2</sup> al to UG Cable	30m in 70mm <sup>2</sup> al 4 core UG cable. -Installation of a 300A industrial cutout	1		

**PODAGO DAIRY COOPERATIVE  
SPECIFICATIONS & ENGINEERING ESTIMATES FOR  
100 KVA BACK-UP GENERATOR**

S/N	ITEM	SPECIFICATIONS		QUANTITY	ESTI-MATE COST	Delivery timeli-ness
1.	Generator	Type of the genera-tor	• 100 KVA	1		
		Volts	• 3 Phase 415V			
		Power Factor	• 0.8			
		Hertz	• 50 Hz			
		Noise level	• 75 dB			
		Display Control	• DSE Electron-ics			
		Change over Switch	• Auto			
		Change Over Rating	• 160 Amps			
		Engine Type	• Perkins / Cum-mins			
		Alternator	• Stamford			
		Fuel Tank	• > 150Litres			
		Fuel Type	• Diesel			
2.	Change Over Switch	Industrial	• Auto	1		
3.	Transport	Delivery	• To the site	1		
4.	Labour	Installation, Testing & Commissioning		1		

**SECTION VII - PRICE SCHEDULE**

**NAME OF TENDERER: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF 150KVA AND 100KVA POWER BACKUP GENERATOR**

**TENDER NO: CGK/SCM/ALV&F/013/2020-2021**

<b>S/NO</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT ISSUE</b>	<b>QTY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
<b>1.</b>	<b>SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF 100KVA POWER BACKUP GENERATOR</b>	No.	1		
<b>2.</b>	<b>SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF 150KVA POWER BACKUP GENERATOR</b>	No.	1		
	<b>GRAND TOTAL</b>				

Unsustainable prices will not be considered

Signature of tenderer \_\_\_\_\_

*Note:*

☐ In case of discrepancy between unit price and total, the unit price shall prevail.

Signature of tenderer \_\_\_\_\_

## **SECTION VIII- STANDARD FORMS**

### **Notes on standard forms**

### **Notes on the sample Forms**

#### **1. Form of Tender**

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

#### **2. Contract Form**

The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

#### **2. Confidential Business Questionnaire Form**

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

#### **3. Tender Security Form**

When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.

#### **5. Performance Security Form**

The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

#### **6. Bank Guarantee for Advance Payment Form**

When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank

## STANDARD FORMS

### Table of Contents

STANDARD FORMS .....	- 41 -
FORM OF TENDER.....	- 42 -
CONFIDENTIAL BUSINESS QUESTIONNAIRE .....	- 43 -
CONTRACT FORM .....	- 44 -
TENDER SECURITY FORM – (BANK GUARANTEE) .....	45
PERFORMANCE SECURITY FORM .....	47
AUTHORITY GUARANTEE FOR ADVANCE PAYMENT FORM .....	48
MANUFACTURER’S AUTHORIZATION FORM.....	49
MANUFACTURER’S WARRANTY FORM .....	50
FORM RB 1 .....	51
FORM SD1.....	52
FORM SD2.....	53

## FORM OF TENDER

**TENDER NO: CGK/SCM/ALV&F/013/2020-2021**

Date: \_\_\_\_\_

To: The County Secretary  
County Government of Kirinyaga  
P. O. Box 260-10304  
**Kutus**

Sir/Madam:

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 and delivery (..... *(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 \_\_\_\_\_

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p><i>Part I- General :</i></p> <p>Business Name .....</p> <p>Location of business premises.....</p> <p>Plot No. .... Street/Road.....</p> <p>Postal Address.....Tel. No.....</p> <p>Nature of business.....</p> <p>Current Trade Licence No.....Expiring date.....</p> <p>Maximum value of business which you can handle at any one time : K£.....</p> <p>Name of your bankers.....Branch .....</p>	
--	--

<input type="checkbox"/>	<p style="text-align: center;"><b>Part 2 (a) – Sole Proprietor</b></p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of origin.....</p> <p>*Citizenship details.....</p>																												
<input type="checkbox"/>	<p style="text-align: center;"><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: 10%;"></th> <th style="width: 30%; text-align: center;">Name</th> <th style="width: 30%; text-align: center;">Nationality</th> <th style="width: 30%; text-align: center;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Shares</td> <td></td> <td></td> <td></td> </tr> <tr><td>.....</td><td></td><td></td><td></td></tr> <tr><td>.....</td><td></td><td></td><td></td></tr> <tr><td>.....</td><td></td><td></td><td></td></tr> <tr><td>.....</td><td></td><td></td><td></td></tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares				.....				.....				.....				.....							
	Name	Nationality	Citizenship Details																										
Shares																													
.....																													
.....																													
.....																													
.....																													
<input type="checkbox"/>	<p style="text-align: center;"><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: 40px;">Nominal K£.....</p> <p style="padding-left: 40px;">Issued K£.....</p> <p>Given details of all directors as follows:-</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%; text-align: center;">Name</th> <th style="width: 30%; text-align: center;">Nationality</th> <th style="width: 30%; text-align: center;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">1. 1.</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2.</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">3.</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">4.</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">5.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares				1. 1.				2.				3.				4.				5.			
	Name	Nationality	Citizenship Details																										
Shares																													
1. 1.																													
2.																													
3.																													
4.																													
5.																													
<p>Date .....Signature of Candi- date.....</p>																													

\*if Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

## 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. 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)*

**TENDER SECURITY FORM – (BANK GUARANTEE)**

**(To Be Submitted On Bank’s Letterhead)**

**Date:**

**To:**

County Government of Kirinyaga,  
P.O Box 260-10301,  
Kutus

**WHEREAS** ..... (*name of the Tenderer*) (*hereinafter called “the Tenderer”*) has submitted its Tender dated ..... for the supply, installation and commissioning of..... (*please insert CGK tender no. and name*) (*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 The County Government of Kirinyaga,

(*hereinafter called “CGK” which expression shall where the context so admits include its successors-in-title and assigns*) in the sum of ..... for which payment well and truly to be made to the said CGK, the Bank binds itself, its successors, and assignees by these presents.

We undertake to pay you, upon your first written demand declaring the Tenderer to be in breach of the tender requirements and without cavil or argument, the entire sum of this guarantee being ..... (*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 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 date below.

This guarantee is valid until the .....day of.....20.....

**EITHER**

**SEALED** with the )

**COMMON SEAL**

of the said **BANK**

this .....day

\_\_\_\_\_  
BANK SEAL

of .....20.... )

in the presence of :- )

\_\_\_\_\_

and in the presence of:-

\_\_\_\_\_

OR

**SIGNED** by the **DULY AUTHORISED  
REPRESENTATIVE(S)/ ATTORNEY(S)** of  
the **BANK**

\_\_\_\_\_  
Name(s) and Designation of duly authorised representative(s)/ attorney(s) of the Bank

\_\_\_\_\_  
Signature(s) of the duly authorised person(s)

**NOTES TO TENDERERS AND BANKS**

*1. Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Tender Security to be furnished by the Tenderer. If any are made, the Tender Security shall not be accepted and shall be rejected by CGK. For the avoidance of doubt, such rejection will be treated as non-submission of the Tender Security where such Security is required in the tender.*

*2. It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from CGK. The period for response shall not exceed three (3) days from the date of CGK's query. Should there be no conclusive response by the Bank within this period, such Tenderer's Tender Security shall be deemed as invalid and the bid rejected.*

*4. The Tender validity period is One Hundred Twenty Days (120) days as set out in the Invitation to Tender (at Section I of the Tender document) or as otherwise may be extended by CGK.*

*Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.*

## 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 Authority guarantee by a reputable Authority 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 Authority or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

## **AUTHORITY 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 Authority 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 ..... [*Authority 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 Authority or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

## **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 person competent.

## **MANUFACTURER'S WARRANTY FORM**

**To Be Submitted On Manufacturer's Letterhead)**

**To:**

County Government of Kirinyaga,  
P.O Box 260-10301,  
Kutus

**RE:        MANUFACTURER'S WARRANTY FOR GOODS REQUIRED UNDER**  
**TENDER NO .....**  
**TO        BE SUPPLIED BY        .....(indicate**  
*your name or the supplier you have authorized)*

**WE HEREBY WARRANT THAT:**

- a)        The goods to be supplied under the contract are new, unused, of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the Tender.
- b)        The goods in the Tenderer's bid have no defect arising from manufacture, materials or workmanship or from any act or omission of the Tenderer that may develop under normal use of the goods under the conditions obtaining in Kenya.

The Warranty will remain valid for One Year after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the contract.

DATED THIS..... DAY OF.....20.....

\_\_\_\_\_  
Signature of duly authorised person for and on behalf of the Manufacturer.

\_\_\_\_\_  
Name and Designation of duly authorised person signing on behalf of the Manufacturer

**NOTES TO TENDERERS AND MANUFACTURERS**

- 1. Only a competent person in the service of the Manufacturer should sign this letter of authority.*
- 2. Provide full contact details including physical address, e-mail, telephone numbers and the website on the Warranty.*

**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

**FORM SD1**

**SELF DECLARATION FORMS (r 62)**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

I, .....of P. O. Box ..... being a resident of  
..... In the Republic of ----- do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ..... (Insert name of the Company) who is a Bidder in respect of **Tender No. ....** For ..... (Insert tender title/description) for ..... (Insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....  
(Title) (Signature) (Date) Bidder Official Stamp

**Note:** This form MUST be filled, signed and submitted by all the bidders participating in this tender. This is a mandatory requirement under the new Public Procurement Asset and Disposal Act 2015 that came into effect on 7<sup>th</sup> January 2016

**FORM SD2**  
**SELF DECLARATION FORMS ( r 62)**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**

**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.**

I, .....of P. O. Box ..... being a resident of ..... In the Republic of ----- do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (Insert name of the Company) who is a Bidder in respect of Tender **No.** ..... For ..... (Insert tender title/description) for ..... (Insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....( insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

..... (Title)  
(Signature) (Date) Bidder's Official Stamp

**Note:**

This form MUST be filled, signed and submitted by all the bidders participating in this tender. This is a mandatory requirement under the new Public Procurement Asset and Disposal Act 2015 that came into effect on 7<sup>th</sup> January 2016