

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF KIRINYAGA

P.O. BOX 260 - 10304,

KUTUS.

DEPARTMENT OF TRANSPORT, ROADS AND PUBLIC WORKS

OPEN TENDER

FOR

SUPPLY AND DELIVERY OF OIL, PETROL AND LUBRICANTS

TENDER NEGOTIATION NO: 824624-2020/2021

(FRAMEWORK FOR 2 YEARS)

County Government of Kirinyaga

P.O. Box 260-10304

KUTUS

Website: www.Kirinyaga.go.ke

OCTOBER, 2020

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SECTION ONE - INVITATION TO TENDER

Date: 9th October 2020

TENDER NEGOTIATION NO. 824624-2020/2021 FOR SUPPLY AND DELIVERY OF OIL, PETROL AND LUBRICANTS (FRAMEWORK FOR 2 YEARS)

The County Government of Kirinyaga invites sealed bids from all interested and eligible tenderers.

Interested and eligible candidates may obtain detailed information and inspect the tender documents at Kirinyaga County Headquarters, Kutus, Supply Chain Management Office, Room B15 during normal working hours. Interested and eligible tenderers 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. 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 for recording and any further clarifications or addendums.

Tenderers shall electronically upload copies of all the relevant certificates and documents on e-procurement system in support of their bids on or before **Monday 26th October, 2020 at 11:00 AM**. Tenderers shall ensure that the submitted bid (documents) is (are) serialized/paginated, intact and in PDF format. (i.e. each page in the submitted bid shall have serial identification and uploaded in PDF format).

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

Tenders must be accompanied by a **Bid Security of Kshs 200,000** 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.

The tender securing declaration form/ tender security/bid bond **MUST** be scanned and uploaded along with the electronic bid documents and the **original physical tender securing declaration form/ tender security/bid bond SHALL** be submitted to The County Government of Kirinyaga Headquarters, Kutus, Supply Chain Management Office, 1st floor Room B15 on or before the date & time indicated above mentioned.

Failure to submit the original physical tender securing declaration form/ tender security before the closing of the bid shall lead to disqualification of the bid.

Preliminary and Technical bid documents shall automatically close immediately after the indicated date & time above mentioned. Thereafter the bids will be electronically opened in the presence of tenderers who choose to attend at the 3rd floor Conference Room, Kirinyaga County Headquarters, Kutus or as may be indicated in the Tender Document

The tenderers' representatives who choose to attend shall sign a register evidencing their attendance.

HEAD, SUPPLY CHAIN MANAGEMENT

FOR: COUNTY SECRETARY

SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date 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 goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

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.

A complete set of tender documents may be obtained by interested bidders from the National Treasury Supplier Portal website <http://supplier.treasury.go.ke> or the County website 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 for recording and any further clarifications and addenda to procurement@kirinyaga.go.ke

2.3.2 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification 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) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

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 goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

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

2.9.2 This is a Term Contract to be used by all Public Procurement entities and orders will be placed as and when required basis **(AWR)**.

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 contract

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

2.10.3 Quantity to determine total tender price shall be on an “**As and When Required**” basis.

2.10.4 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

2.10.5 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 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

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 County Government of Kirinyaga’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 County Government of Kirinyaga’s satisfaction;

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

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

2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1 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
- 2.13.2 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.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristic of the goods;
 - (b) a 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 two (2) years, following commencement of the use of the goods by County Government of Kirinyaga; and
 - (c) a clause-by-clause commentary on County Government of Kirinyaga's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Instructions to Tenderers.
- 2.14.2 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 2.14.8
- 2.14.3 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.
- 2.14.4 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by County Government of Kirinyaga as non-responsive, pursuant to paragraph 2.22
- 2.14.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by County Government of Kirinyaga.
- 2.14.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29 and furnishing the performance security, pursuant to paragraph 2.30
- 2.14.7 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 2.29
- or**
- (ii) to furnish performance security in accordance with paragraph 2.30

2.15 Validity of Tenders

- 2.15.1 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 2.18. A tender valid for a shorter

period shall be rejected by County Government of Kirinyaga as non-responsive.

2.15.2 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 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

2.16.1 The tenderer shall prepare two copies of the tender, clearly marking each **"ORIGINAL TENDER"** and **"COPY OF TENDER"**, as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as **"ORIGINAL"** and **"COPY"**. The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to County Government of Kirinyaga at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, **"DO NOT OPEN BEFORE", Monday 26th October, 2020 at 11:00 AM.**

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

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

2.18 Deadline for Submission of Tenders

- 2.18.1 Tenders must be received by County Government of Kirinyaga at the address specified under paragraph 2.17.2 no later than **Monday 26th October, 2020 at 11:00 AM**.

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

2.19 Modification and withdrawal of tenders

- 2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring prior to the deadline prescribed for submission of tenders.

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

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

- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

- 2.19.5 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.

- 2.19.6 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.

2.20 Opening of Tenders

- 2.20.1 County Government of Kirinyaga will open all tenders in the presence of tenderers' representatives who choose to attend, at **Monday 26th**

October, 2020 at 11:00 AM. and in the location specified in the Invitation to Tender.

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

2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as County Government of Kirinyaga, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 County Government of Kirinyaga will prepare minutes of the tender opening.

2.21 Clarification of tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders 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.

2.21.2 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.

2.22 Preliminary Examination

2.22.1 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.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail.

2.22.3 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.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.24 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.

2.22.5 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.

2.23 Conversion to a single currency

2.23.1 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.

2.24 Evaluation and comparison of Tenders

2.24.1 County Government of Kirinyaga will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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

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

2.25 Preference

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

2.26 Contacting County Government of Kirinyaga

2.26.1 Subject to paragraph 2.21 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.

2.26.2 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.

2.27 Award of Contract

a) Post qualification

2.27.1 In the absence of pre-qualification, County Government of Kirinyaga will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event County Government of Kirinyaga will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily

b) Award Criteria

2.27.4 County Government of Kirinyaga will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) County Government of Kirinyaga's Right to Vary quantities

2.27.5 County Government of Kirinyaga reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

(d) County Government of Kirinyaga's Right to Accept or Reject Any or All Tenders

2.27.6 County Government of Kirinyaga reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for County Government of Kirinyaga's action.

2.28 Notification of award

2.28.1 Prior to the expiration of the period of tender validity, County Government of Kirinyaga will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, County Government of Kirinyaga will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1 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.

2.29.2 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.

2.29.3 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.

2.30 Performance Security

2.30.1 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.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 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.

2.31 Corrupt or Fraudulent Practices

2.31.1 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;

2.31.2 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.

2.31.3 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 goods 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

| INSTRUCTIONS TO TENDERERS REFERENCE | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS |
|-------------------------------------|--|
| 2.1.1 | <i>The tender is open to all</i> Open to all interested and Eligible Tenderers |
| 2.2.1 | <i>Eligible Source Countries:</i> All countries are eligible |
| 2.3.2 | <i>Price to be charged for the tender documents: Tender documents to be downloaded free of charge</i> from the County Government of Kirinyaga website www.Kirinyaga.go.ke |
| 2.10.6 | Quantity to determine total tender price shall be on an “As and When Required” basis. |
| 2.12.1 | Particulars of eligibility and qualifications documents of evidence required. Copies of: i) Certificate of Registration/Incorporation ii) Valid Tax Compliance certificate |
| 2.13.2 | The tender security shall be in the amount of Kshs 200,000 tender price. |
| 2.18.1 | <i>Tenders to be submitted to County Government of Kirinyaga through</i> IFMIS SUPPLIER PORTAL: supplier.treasury.go.ke not later than Monday 26th October, 2020 at 11:00 AM. |
| 2.20 | <i>Bid documents shall automatically close after the closing date and time and thereafter electronically opened in the presence of Tenderers’ representatives who choose to attend.</i> |
| 2.22 | Tenderers are required to submit copies of the following MANDATORY DOCUMENTS which will be used during Preliminary Examination to determine responsiveness: <ol style="list-style-type: none"> 1) Copy of Certificate of Incorporation/Registration or Business name 2) Copy of Valid Tax compliance certificate issued by Kenya Revenue Authority (KRA) 3) Copy of recent CR 12 issued within 12 months from Tender Opening date 4) Must submit a Price Schedule duly Completed, Signed and Stamped by the Tenderer in the format provided 5) Confidential business questionnaire MUST be duly Filled, signed and stamped by the applicant or their authorized representative 6) Duly filled, signed and stamped self-declaration forms (r 62) 7) Must submit a Tender Form Duly Completed, Signed and Stamped by the Tenderer in the format provided 8) Tender Securing Declaration Form duly completed, Signed and Stamped by the Tenderer in the format provided. <p>AT THIS STAGE, THE TENDERER’S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.</p> |

| INSTRUCTIONS TO TENDERERS REFERENCE | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS |
|-------------------------------------|--|
| 2.27.4 | <p>Award Criteria:</p> <ul style="list-style-type: none"> ■ A minimum of seven alternative vendors will be included for each category as per the requirements of Sec. 114(c) of the Public Procurement and Asset Disposal Act, 2015 ■ A maximum price for the contract period will be determined as explained in the schedule of requirements. ■ When implementing the framework agreement, the CGK may — <ul style="list-style-type: none"> (a) procure through call-offs order when necessary; or (b) invite mini-competition among persons that have entered into the framework agreement in the respective category <p>Award in-waiting: CGK may pre-qualify some of the responsive bidders at the maximum price and may be included among the alternative vendors should selected bidders fail to deliver.</p> |
| 2.30.1 | <p><i>Indicate particulars of performance security:</i> No Performance Security will be required.</p> |
| | |

QUALIFICATION EVALUATION CRITERIA

| NO. | MANDATORY REQUIREMENTS | POINTS |
|-----|--|--------|
| 1. | Copy of Certificate of Incorporation/Registration or Business name | YES/NO |
| 2. | Copy of Valid Tax compliance certificate issued by Kenya Revenue Authority (KRA) | YES/NO |
| 3. | Copy of recent CR 12 issued within 12 months from Tender Opening date | YES/NO |
| 4. | Must submit a Price Schedule duly Completed, Signed and Stamped by the Tenderer in the format provided | YES/NO |
| 5. | Confidential business questionnaire MUST be duly Filled, signed and stamped by the applicant or their authorized representative | YES/NO |
| 6. | Duly filled, signed and stamped self-declaration forms (r 62) | YES/NO |
| 7. | Must submit a Tender Form Duly Completed, Signed and Stamped by the Tenderer in the format provided | YES/NO |
| 8. | Tenders must be accompanied by a Bid Security of Kshs 200,000 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. | YES/NO |

The submission of the above items is mandatory. Failure to attach the same shall lead to automatic disqualification.

TECHNICAL EVALUATION CRITERIA

The method of evaluation will be Merit Point System

The criteria of evaluation and the points to be awarded on each criterion will be as follows:

The method of evaluation will be Merit Point System

| S/No | Attributes | DESCRIPTION | POINTS |
|------|-----------------------------|--|-----------|
| 1. | Past Experience | handling similar Supply and Delivery of similar goods. Provide list showing project name, contract period, contract sum, commencement date, completion date, and percentage currently (where applicable). (10 Mks for each project up to a maximum of 3 Projects; Attach Certified Copies of Purchase Orders/Contracts/Completion Certificate) | 30 |
| 2. | Authorization | A copy of valid Petroleum Business license issued by Energy Regulatory Commission (ERC)5 | 5 |
| 3. | Referees | Provide letters of reference from three (3) major clients with contact person, address and telephone numbers for each confirmed positive client. numbers for each confirmed positive client. (5mrks each) <i>(Number of Clients X5)</i> | 15 |
| 4. | Financial Capability | (a) the current soundness of the applicant's financial position and its prospective long term profitability - last two (2) years audited Reports.....10 | |
| | | b) Evidence of adequacy of working capital: - Last 12 Months certified Bank statements or Letter from the bank confirming availability of adequate funds to perform the contract (minimum Kshs 10 million). for Ksh 0-10 million5 for above Ksh 10 million).....10 | |
| | | TOTAL (Financial performance) | 20 |

| | | | |
|----|--|---|------------|
| 5. | Credit Terms 90 days - 5points; 60 days - 4points; 30 days - 2 points; and 0 COD - 0 point | <ul style="list-style-type: none"> • Credit terms 90 days – 20% • • Other prorated at: $\frac{\text{Number of Points} \times 20}{5}$ | 20 |
| 6. | | Evidence of transport capability attach evidence Transportation Vehicles/Lease Agreements.....10 | 10 |
| | | TOTAL | 100 |

NB: General Public Candidates must meet all the mandatory requirements to qualify for technical evaluation. Candidates who score 70 and above shall be considered for prequalification. Candidates who score below 70 will be eliminated and will not be considered for pre-qualification.

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

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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 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) " Indefinite-quantity framework contract" means a contract to provide an indefinite quantity, within stated limits, of goods, services or works during a fixed period, and may be a delivery order framework contract; a service order framework contract; or a works order framework contract.
- (d) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to County Government of Kirinyaga under the Contract.
- (e) "County Government of Kirinyaga" means the organization purchasing the Goods under this Contract.
- (f) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by County Government of Kirinyaga for the procurement installation and commissioning of equipment

3.3 Country of Origin

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

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer

3.4 Standards

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

3.5 Use of Contract Documents and Information

- 3.5.1 The 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.
- 3.5.2 The tenderer shall not, without County Government of Kirinyaga's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 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.

3.6 Patent Rights

- 3.6.1 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 Goods or any part thereof in County Government of Kirinyaga's country.

3.7 Performance Security

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to County Government of Kirinyaga the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 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.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to County Government of Kirinyaga and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to County Government of Kirinyaga, in the form provided in the tender documents.
- 3.7.4 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

3.8 Inspection and Tests

- 3.8.1 County Government of Kirinyaga or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. County Government of Kirinyaga shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to County Government of Kirinyaga.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, County Government of Kirinyaga 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 County Government of Kirinyaga.
- 3.8.4 County Government of Kirinyaga'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 County Government of Kirinyaga or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

3.10 Delivery and Documents

- 3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by County Government of Kirinyaga in its Schedule of Requirements and the Special Conditions of Contract.

3.11 Insurance

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

3.12 Payment

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

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

3.13 Prices

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

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

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

3.13.4 Price variation request shall be processed by County Government of Kirinyaga within 30 days of receiving the request.

3.14 Assignment

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

3.15 Subcontracts

3.15.1 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

3.16 Termination for default

3.16.1 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 deliver any or all of the goods 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

3.16.2 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, equipment similar to those undelivered, and the tenderer shall be liable to County Government of Kirinyaga for any excess costs for such similar goods.

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods 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 delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 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 Language and Law

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or

other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION IV: 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.

| General conditions of contract reference | Special conditions of contract |
|--|---|
| 3.7 | Performance security: No performance security will be required |
| 3.10 | Delivery and Documents: Delivery of goods shall be “on as and required basis” as directed within Kirinyaga County. Deliveries shall be as per samples provided and any changes shall be of equivalent quality and approvals sought prior to delivery. |
| 3.11 | Insurance: Applicable incoterm is DDP |
| 3.12 | Payment: 100% of the contract price of the goods shall be paid upon the delivery, inspection, testing and acceptance of the goods by County Government of Kirinyaga |
| 3.13 | Price Variation: Refer to 3.13.3 |
| 3.19 | Language and Laws: Applicable language is English and applicable laws are the Laws of Kenya |

SECTION V – SCHEDULE OF REQUIREMENTS

NAME OF TENDER: SUPPLY AND DELIVERY OF OIL, PETROL AND LUBRICANTS (FRAMEWORK FOR 2 YEARS)

| FUEL AND LUBRICANTS | | | | |
|----------------------------|------------------------------|----------------------|-----------------|-----------------------------------|
| S/ No | ITEM DESCRIPTION | UNIT OF ISSUE | QUANTITY | FIRM/ BIDDERS' REMARKS |
| 1. | Petrol super/premium | LITRE | AWR | |
| 2. | Diesel | LITRE | AWR | |
| 3. | Kerosene | LITRE | AWR | |
| 4. | Engineer oil-petrol | LITRE | AWR | |
| 5. | Engine oil-diesel | LITRE | AWR | |
| 6. | Engine oil-petrol 5 liters | LITRE | AWR | |
| 7. | Engine oil-diesel 5 liters | LITRE | AWR | |
| 8. | Engine oil- diesel 20 liters | LITRE | AWR | |
| 9. | Gear box oil-20 liters | LITRE | AWR | |
| 10. | Gear box oil-20 liters | LITRE | AWR | |
| 11. | Differential oil | LITRE | AWR | |
| 12. | Grease | KG | AWR | |

| | | | | |
|----|---|-------|-----|--|
| 13 | Brake fluid (white) | LITRE | AWR | |
| 14 | Hydraulic oil | LITRE | AWR | |
| 15 | Oil-2stroke(Motorcycles) | BAG | AWR | |
| 16 | Battery Acid | LITRE | AWR | |
| 17 | Power steering oil | LITRE | AWR | |
| 18 | Distilled water | LITRE | AWR | |
| 19 | LPG Gas 6Kgs | KGS | AWR | |
| 20 | LPG Gas 13Kgs | KGS | AWR | |
| 21 | Engine Oil (4ltrs) | LITRE | AWR | |
| 22 | Grease (20ltrs) | LITRE | AWR | |
| 23 | Brake fluid (4ltrs) | LITRE | AWR | |
| 24 | Oil filters | NO | AWR | |
| 25 | Coolant or antifreeze (4ltrs) | LITRE | AWR | |
| 26 | Manual transmission fluid (MTF) (4ltrs) | LITRE | AWR | |
| 27 | Automatic transmission fluid (MTF) (4ltrs) | LITRE | AWR | |
| 28 | Axle lubricants (4ltrs) | LITRE | AWR | |
| 29 | Air filter | NO | AWR | |
| 30 | Plugs (indicate assorted) | NO | AWR | |

| | | | | |
|----|--------------------------------|----|-----|--|
| 31 | Brake pads (indicate assorted) | NO | AWR | |
|----|--------------------------------|----|-----|--|

SECTION VI - PRICE SCHEDULE

Name of Tenderer **SUPPLY AND DELIVERY OF OIL, PETROL AND LUBRICANTS (FRAMEWORK FOR 2 YEARS)**

Tender Number: 824624-2020/2021

| FUEL AND LUBRICANTS | | | | |
|----------------------------|------------------------------|----------------------|-------------------|-----------------------------------|
| S/ No | ITEM DESCRIPTION | UNIT OF ISSUE | UNIT PRICE | FIRM/ BIDDERS' REMARKS |
| 1. | Petrol super/premium | LITRE | | |
| 2. | Diesel | LITRE | | |
| 3. | Kerosene | LITRE | | |
| 4. | Engineer oil-petrol | LITRE | | |
| 5. | Engine oil-diesel | LITRE | | |
| 6. | Engine oil-petrol 5 liters | LITRE | | |
| 7. | Engine oil-diesel 5 liters | LITRE | | |
| 8. | Engine oil- diesel 20 liters | LITRE | | |
| 9. | Gear box oil-20 liters | LITRE | | |
| 10. | Gear box oil-20 liters | LITRE | | |
| 11. | Differential oil | LITRE | | |
| 12. | Grease | KG | | |

| | | | | |
|-----|--|-------|--|--|
| 13. | Brake fluid (white) | LITRE | | |
| 14. | Hydraulic oil | LITRE | | |
| 15. | Firewood(0.5m) | BAG | | |
| 16. | Charcoal 41 kg | LITRE | | |
| 17. | Oil-2stroke(Motorcycles) | LITRE | | |
| 18. | Battery Acid | LITRE | | |
| 19. | Power steering oil | KG | | |
| 20. | Distilled water | LITRE | | |
| 21. | LPG Gas 6Kgs | KGS | | |
| 22. | LPG Gas 13Kgs | KGS | | |
| 23. | Engine Oil (4ltrs) | LITRE | | |
| 24. | Grease (20ltrs) | LITRE | | |
| 25. | Brake fluid (4ltrs) | LITRE | | |
| 26. | Oil filters | NO | | |
| 27. | Coolant or antifreeze (4ltrs) | LITRE | | |
| 28. | Manual transmission fluid (MTF) (4ltrs) | LITRE | | |
| 29. | Automatic transmission fluid (MTF) (4ltrs) | LITRE | | |
| 30. | Axle lubricants (4ltrs) | LITRE | | |

| | | | | |
|-----|--------------------------------|----|--|--|
| 31. | Air filter | NO | | |
| 32. | Plugs (indicate assorted) | NO | | |
| 33. | Brake pads (indicate assorted) | NO | | |

- Unsustainable prices will not be considered

Signature of tenderer _____

Note:

- In case of discrepancy between unit price and total, the unit price shall prevail.
- Prices should be inclusive of all applicable taxes and delivery within Kirinyaga Town

Signature of tenderer _____

STANDARD FORMS

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FORM SD146

FORM SD247

FORM OF TENDER

Date: _____

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

Kutus

Sir/Madam:

Having examined the tender documents including Addenda Nos.
[insert numbers]. The receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver of **SUPPLY AND DELIVERY OF OIL, PETROL AND LUBRICANTS (FRAMEWORK FOR 2 YEARS)** 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.

We undertake, if our Tender is accepted, to supply and deliver the Goods in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.10.4 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

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.

We understand that you are not bound to accept the lowest or any Tender you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the Tender documents

Dated this _____ day of _____ 20_____.

(Name)

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____
[insert complete name of Bidder]

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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) County Government of Kirinyaga’s Notification of Award.

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

County Government of Kirinyaga hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by_____the _____(for County Government of Kirinyaga)

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

in the presence 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>Part 1 General</p> <p>Business Name</p> <p>Location of Business Premises</p> <p>Plot No, Street/Road</p> <p>Postal address Tel No. Fax No. Email</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers</p> <p>Branch</p> |
|--|

| | <p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p> | | | | | | | | | | | | | | | | | | | | | | | | | |
|----|--|-------------|---------------------|-------------|---------------------|--------|----|-------|-------|-------|-------|----|-------|-------|-------|-------|----|-------|-------|-------|-------|----|-------|-------|-------|-------|
| | <p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> | | Name | Nationality | Citizenship details | Shares | 1. | | | | | 2. | | | | | 3. | | | | | 4. | | | | |
| | Name | Nationality | Citizenship details | Shares | | | | | | | | | | | | | | | | | | | | | | |
| 1. | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 30%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 20%;">Citizenship details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> | | Name | Nationality | Citizenship details | Shares | 1. | | | | | 2. | | | | | 3. | | | | | 4. | | | | |
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| 1. | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 3. | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <p>Date.....Signature of Candidate.....</p> | | | | | | | | | | | | | | | | | | | | | | | | | |

FORM OF TENDER SECURITY

WHEREAS (hereinafter called “the Tenderer”) has submitted his tender dated for the **SUPPLY AND DELIVERY OF NON-PHARMACEUTICALS (FRAMEWORK FOR 2 YEARS) (name of Contract)**

KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called “the Bank”), are bound unto(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these present sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

- 1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
Or
- 2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This 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 said date.

[date]

[signature of the Bank]

[witness]

[seal]

TENDER – SECURING DECLARATION FORM

[The Bidder shall complete in this form in accordance with the instructions indicated]

Date: _____

Tender No. _____

For: _____

To: **The County Government of Kirinyaga**

P. O. Box 260 -10304

Kutus

We, the undersigned, declare that:

1. We understand that, according to your conditions, bid must be supported by a Bid Securing Declaration.
2. We accept that we will be automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we –
 - (a) Have withdrawn our bid during the period of bid validity; or
 - (b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
 - (i) fail or refuse to execute the contract, if required, or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers
3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
 - (i) our receipt of a copy of your notification of the name of the successful Bidder; or
 - (ii) twenty-eight days after the expiration of our Tender
4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits bid and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: _____

[insert signature of person whose name and capacity are shown]

In the capacity of: _____

[insert legal capacity of person signing the Bid Securing Declaration]

Name: _____

[insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: _____

[insert complete name of Bidder]

Dated on day of [insert date of signing]

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.

FORM RB 1

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

ANDRESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity) of
.....dated the...day of20.....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
of20.....

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 7th 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 7th January 2016