

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF KIRINYAGA

P.O. BOX 260 - 10304, KUTUS.

**DEPARTMENT OF LAND, HOUSING AND URBAN
DEVELOPMENT**

OPEN TENDER

TENDER FOR PURCHASE OF LAND FOR THE PROPOSED

NEW KANGAITA MARKET

IN INOI WARD

KIRINYAGA COUNTY

TENDER NO: CGK/SCM/LH&UP/002/2020-2021

CLOSING DATE: THURSDAY 3RD JUNE, 2021

AT 11.00 AM

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SECTION I - INVITATION TO TENDER

NAME OF TENDER: TENDER FOR PURCHASE OF LAND FOR THE PROPOSED NEW KANGAITA MARKET IN INOI WARD KIRRINYAGA COUNTY.

TENDER NO: CGK/SCM/LH&UP/002/2020-2021

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

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. Tender must be accompanied by duly Filled, Signed and Stamped Tender Securing Declaration Form.

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.

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 **1st 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 **Thursday 3rd June, 2021 AT 11.00 A.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, 3rd Floor, Conference Room.

Late bids **SHALL NOT** be accepted.

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

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

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SECTION II - INSTRUCTIONS TO TENDERER

2.1 Eligible Tenderers

- 2.2.1. This Invitation for Tenders is open to all interested and eligible and qualified ***Kirinyaga Resident*** 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.
- 2.2.2. County Government of Kirinyaga employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.2.3. 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.
- 2.2.4. 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

3.1.1. 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 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 2.4 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) Contract Form
- (xi) Performance Security Form
- (xii) Bank Guarantee for Advance Payment Form
- (xiii) Payment Form
- (xiv) Form RB 1

(xv) Form SD 1

(xvi) 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 2.10 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 Service and ancillary services to be supplied by the tenderer are eligible Service and services and conform to the tender documents; and (d) tender security furnished in accordance with paragraph 2.13

2.9 Forms of Tender

2.9.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the 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 nonresponsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 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 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) 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 Tender Security

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

2.13.2 The tender security shall be in the amount of 2% tender price. for AGPO category Tender must be accompanied by duly Filled, Signed and Stamped Tender Securing Declaration Form.

2.13.3 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

2.13.4 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.

2.13.5 Any tender not secured in accordance with paragraph 2.13.1 and 2.13.3 will be rejected by County Government of Kirinyaga as non-responsive, pursuant to paragraph 2.21

2.13.6 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.

2.13.7 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 2.29

2.13.8 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 2.28 or
 - (ii) to furnish performance security in accordance with paragraph 2.29

2.14 Validity of Tenders

2.14.1 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.

2.14.2 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 2.13 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.

2.15 Format and Signing of Tender

2.15.1 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.

2.16 Deadline for Submission of Tenders

2.16.1 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 **1st Floor, County Government of Kirinyaga Headquarters, Kutus Town** so as to be received on or before, on or before **Thursday 3rd June, 2021 AT 11.00 A.M.**

(a) be addressed to the Employer at the address provided in the invitation to tender;

(b) bear the name and identification number of the Contract as defined in the invitation to tender; and

(c) Provide a warning not to open before the specified time and date for tender opening.

2.16.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender. However, the Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Sub Clause 2.5 in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline will then be subject to the new deadline.

2.16.3 Any tender received after the deadline prescribed in clause 2.16 will be returned to the tenderer un-opened.

2.16.4 Tenderers may modify or withdraw their tenders by giving notice in writing before the deadline prescribed in clause 2.16. Each tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with clause 2.18, with the outer and inner envelopes additionally marked "MODIFICATION" and "WITHDRAWAL", as appropriate. No tender may be modified after the deadline for submission of tenders.

2.16.5 Withdrawal of a tender between the deadline for submission of tenders and the expiration of the period of tender validity specified in the invitation to tender or as extended pursuant to Clause 2.17 may result in the forfeiture of the Tender Security pursuant to Clause 2.14.

2.16.6 Tenderers may only offer discounts to, or otherwise modify the prices of their tenders by submitting tender modifications in accordance with Clause 2.18 or be included in the original tender submission.

2.17 Modification and withdrawal of tenders

2.17.1 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.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.18. 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.

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

2.17.4 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 2.13.8

2.17.5 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.

2.17.6 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.

2.18 Opening of Tenders

2.18.1 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.

2.18.2 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.

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

2.19 Clarification of tenders

2.19.1 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.

2.19.2 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.

2.20 Preliminary Examination

2.20.1 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.

2.20.2 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

2.20.3 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.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 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.

2.20.5 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.

2.21 Conversion to a single currency

2.21.1 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.

2.22 Evaluation and comparison of Tenders

2.22.1 County Government of Kirinyaga will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

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

2.22.3 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

2.23 Preference

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

2.24 Contacting County Government of Kirinyaga

2.24.1. Subject to paragraph 2.24 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.

2.24.2. 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.

2.25 Award of Contract

a) Post qualification

2.25.1. 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.

2.25.2. The determination will consider 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 2.25 as well as such other information as County Government of Kirinyaga deems necessary and appropriate.

2.25.3. 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

2.25.4. 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 tenderer with ***the highest combined technically and financially evaluated***

bidder, 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 2.25.5. County Government of Kirinyaga reserves the right at the time of contract award to increase or decrease the quantity of Service 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

2.25.6. 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.

2.26 Notification of award

2.26.1 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.

2.26.2 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 .

2.26.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, County Government of Kirinyaga will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.6

2.27 Signing of Contract

2.27.1 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.

2.27.2 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.

2.27.3 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.

2.28 Performance Security

2.28.1 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.

2.28.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.26 or paragraph 2.27 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.

2.29 Corrupt or Fraudulent Practices

2.29.1 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;

2.29.2 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.

2.29.3 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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	Indicate eligible tenderers: Reserved for <i>Kirinyaga County Resident</i>
2.13.1	Particulars of eligibility and qualifications documents of evidence required. a) Copy of K.R.A. Pin certificate b) Submit a Copy of National Identification Card for the registered land owner(s) or a copy of Incorporation Certificate c) Attach proof of ownership- Copy of Title Deed d) Copy of green card
2.14.1	Tender Validity Period: The tender shall be valid for 120 days from the date of opening
2.16.1	Indicate day, date and time of closing: <i>Thursday 3rd June, 2021 AT 11.00AM</i>
2.20	Tenderers are required to submit copies of the following MANDATORY DOCUMENTS which will be used during Preliminary Examination to determine responsiveness: a) Copy of K.R.A. Pin certificate b) Submit a Copy of National Identification Card for the registered land owner(s) or a copy of Incorporation Certificate c) Attach proof of ownership- Copy of Title Deed d) Copy of green card e) The land MUST be within Kangaita shopping centre ,Inoi ward- Kirinyaga County. f) Approximately 0.5Km radius from Kagumo,Gatwe,Kangaita Road. g) It should be approximately 0.2 Ha (1/2 acre) – 0.1 Ha (1/4 acre) h) Should be accessible to water and power utilities. i) The land tenure should either be freehold or Leasehold land. (For leasehold the unexpired duration should not be less than 45 years). j) A report by a licensed land surveyor certifying all survey records submitted. (Report should include; a signed beacon certificate and a certified true copy of the survey plan indicating the exact location of the offered land.) k) It should be free of any encumbrances (attached Search Certificate).

	1) A declaration that the land is free from encroachment, squatters, litigation or any encumbrances. (In case the land is charged, there should be a letter of undertaking to discharge at the seller's cost before commencement of sale)
	N/B: 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.
2.22	Evaluation and comparison of Tenders: <i>The following evaluation criteria shall be applied notwithstanding any other requirement in the tender documents.</i>
INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p><u>SELECTION PROCESS</u></p> <p>Below is a description of the evaluation steps that will be adopted.</p> <p style="text-align: center;">STEP 1: PRELIMINARY EVALUATION</p> <p>This will be an elimination stage where each vendor's submission will be checked for completeness and compliance to the stated tender submission requirements as per paragraph 2.22 above.</p> <p style="text-align: center;">STEP 2: TECHNICAL EVALUATION</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> <p style="text-align: center;">STEP 3: FINANCIAL EVALUATION</p> <p>This will include the following: -</p> <ol style="list-style-type: none"> a) Confirmation and considering price schedule duly completed and signed b) Conducting a financial comparison c) The bidder with the highest combined technically and financially evaluated bidder. Will be recommended for the award of the contract for each item. d) In case of discrepancy between unit price and total, the unit price shall prevail. e) Unrealistic low or high prices shall be rejected, depending on the prevailing market price of that brand tendered.
2.26	Award Criteria: <i>The highest combined technically and financially evaluated bidder.</i>
2.28	Indicate particulars of performance security: N/A

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

Mandatory Requirements

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

These conditions include the following:

- a) Copy of K.R.A. Pin certificate
- b) Submit a Copy of National Identification Card for the registered land owner(s) or a copy of Incorporation Certificate
- c) Attach proof of ownership- Copy of Title Deed
- d) Copy of green card
- e) The land **MUST** be within **Kangaita shopping centre ,Inoi ward- Kirinyaga County**.
- f) Approximately **0.5Km radius** from **Kagumo,Gatwe,Kangaita Road**.
- g) It should be approximately **0.2 Ha (1/2 acre) – 0.1 Ha (1/4 acre)**
- h) Should be accessible to water and power utilities.
- i) The land tenure should either be freehold or Leasehold land. (For leasehold the unexpired duration should not be less than 45 years).
- j) A report by a licensed land surveyor certifying all survey records submitted. (Report should include; a signed beacon certificate and a certified true copy of the survey plan indicating the exact location of the offered land.)
- k) It should be free of any encumbrances (attached Search Certificate).
- l) A declaration that the land is free from encroachment, squatters, litigation or any encumbrances. **(In case the land is charged, there should be a letter of undertaking to discharge at the seller's cost before commencement of sale).**

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.

B) TECHNICAL EVALUATION CRITERIA

The tender document shall be examined based on the Instruction to Tenderers which states as follows:

In accordance to 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 and adequacy resources to effectively execute the contract. The tenderers shall be required to attach the evidence of the requested information

The detailed scoring plan shall be as shown in table 1 below: -

S/No.	DESCRIPTION	MAX SCORE (100 Marks)
1.	Distance/Radius from Kangaita Shopping Centre Within 0.5km =20 Marks 0.6km to 1km = 10 Marks Over 1km =5marks	(20 Marks)
2.	Accessibility to Utilities (Water, Power) 2 utilities = 20 marks 1 utilities = 10 marks 0 utility= 0 marks	(20 Marks)
3.	Road Accessibility Tarmac road = 20 marks Graveled Road = 10 marks Earth Road = 5 marks No access = 0 mark	(20 Marks)
4.	Zoning - (Commercial) Plot for commercial = 10 marks Noncommercial plot = 5 marks	(10 Marks)
5.	Boundaries Fixed Boundary Survey = 15 marks General Boundary Survey = 10marks No identified Boundary = 0mark	(15 Marks)
6.	Terrain Fairly Flat & Even = 15 marks Sloppy & Uneven = 5 marks	(15 Marks)

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 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. Discount if any shall be treated as an error.

(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.

(3) Financial Evaluation

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

SECTION III - SPECIFICATIONS FOR LAND

3.1 General

3.1.1. The County Government of Kirinyaga invites sealed bids from eligible bidders for purchase of land within the following localities;

- a) MUST be Within **Kangaita shopping centre, Inoi Ward-Kirinyaga County**,
- b) Approximately less than **0.5Km radius** from **Kagumo, Gatwe, Kangaita road**.
- c) It Should be accessible to water and power utilities.
- d) It should be approximately **0.2 Ha (1/2 acre) – 0.1 Ha (1/4 acre)**.
- e) It should be free of any encumbrances (attached Search Certificate).
- f) The land terrain should be Fairly Flat & Even(attach topographical photos)
- g) Should be self-draining.
- h) Accessible by motorable truck road.
- i) Should not have marshy ground.
- j) Should be ready to have the land valued by government

3.1.2. The land topography should be free from the following;

- (i) Swamps and Wet land areas
- (ii) Any way leaves or encumbrances
- (iii) Quarrying activities
- (iv) Rock outcrops

3.1.3. Sale price of the plot shall be in Kenya shillings where a valuation report is available;

3.1.4. The County Government reserves the right to select the bid most appropriate to its statutory mandate whether the bid is the lowest or not.

SECTION IV – SCHEDULE OF REQUIREMENTS

NAME OF TENDER: TENDER FOR PURCHASE OF LAND FOR THE PROPOSED NEW KANGAITA MARKET IN INOI WARD KIRRINYAGA COUNTY.

TENDER NO: CGK/SCM/LH&UP/002/2020-2021

S/NO	ITEM DESCRIPTION	Specification	UNIT OF ISSUE	QTY RQD
1.	<p>TENDER FOR PURCHASE OF LAND FOR THE PROPOSED NEW KANGAITA MARKET IN INOI WARD KIRRINYAGA COUNTY</p>	<p>1.MUST be Within Kangaita shopping centre,Inoi Ward-Kirinyaga County, 2.Approximately less than 0.5Km radius from Kagumo,Gatwe,Kangaita road. 3.It Should be accessible to water and power utilities. 4.It should be approximately 0.2 Ha (1/2 acre) – 0.1 Ha (1/4 acre). 5. It should be free of any encumbrances (attached Search Certificate). 6.The land terrain should be Fairly Flat & Even(attach topographical photos) 7.Should be self-draining. 8.Accessible by motorable truck road. 9.Should not have marshy ground. 10.Should be ready to have the land valued by government</p>	Acre	<p>Between 0.2 Ha (1/2 acre) to 0.1 Ha (1/4 acre)</p>

SECTION V - PRICE SCHEDULE

TENDER NAME: TENDER FOR PURCHASE OF LAND FOR THE PROPOSED NEW KANGAITA MARKET IN INOI WARD KIRRINYAGA COUNTY.

TENDER NO. CGK/SCM/LH&UP/002/2020-2021

S/NO	ITEM DESCRIPTION	UNIT OF ISSUE	QTY RQD	UNIT COST	TOTAL COST
1.	TENDER FOR PURCHASE OF LAND FOR THE PROPOSED NEW KANGAITA MARKET IN INOI WARD KIRRINYAGA COUNTY.	Acre			

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 VI- STANDARD FORMS

Notes on standard 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

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FORM OF TENDER

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

Part I- General:

Business Name

Location of business premises..... Plot
 No. Street/Road..... Postal
 Address.....Tel. No.....

Nature of business.....
 Current Trade Licence No.....Expiring date.....

Maximum value of business which you can handle at any one time :
 K£.....

Name of your bankers.....Branch

Part 2 (a) – Sole Proprietor

Your name in full.....Age.....
 Nationality.....Country of origin.....
 *Citizenship details.....

Part 2 (b) Partnership Given

details of partners as follows:

Name	Nationality	Citizenship Details	Shares
.....
.....
.....

Part 2 (c) – Registered Company:

Private or Public.....
 State the nominal and issued capital of company-
 Nominal K£.....
 Issued K£.....

Given details of all directors as follows:-

Name	Nationality	Citizenship Details	Shares
1. 1.
2.	3.
4.
5.

DateSignature of Candidate.....

*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 – 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]*

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.

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) ofdated the...day of20.....in the matter of Tender No.....of20...

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

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.

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