

**COUNTY GOVERNMENT OF WAJIR**



**P.O BOX 9 -70200**

**TENDER DOCUMENT FOR TWO (2) YEAR FRAMEWORK CONTRACTS**

**FOR**

**SUPPLY AND DELIVERY OF RELIEF FOOD & ASSORTED ITEMS FOR  
RELIEF AND HUMANITARIAN NEEDS (NONE FOOD ITEMS)**

**TENDER NO: WCG/SP/OT/02/2019-2020**

**CLOSING DATE: 25<sup>th</sup> September, 2019**

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## SECTION I INVITATION TO TENDER

OUR REF:

YOU'RE REF: **WCG/SP/OT/02/2019-2020**  
INVITATION NO.

DEAR SIR/MADAM:

TENDER NO. WCG/SP/OT/02/2019-2020

**TENDER NAME: SUPPLY AND DELIVERY OF RELIEF FOOD & ASSORTED  
ITEMS FOR  
RELIEF AND HUMANITARIAN NEEDS (NONE FOOD ITEMS)**

**TARGET GROUPS: OPEN TO ALL**

1.1 The County Government of Wajir invites sealed bids from eligible Candidates under Framework Contracts **on supplied as and when required basis** for Supply and Delivery of relief food and assorted items (none food items) e.g Blankets, Kitchenware ,sleeping mat, soaps, empty jerry can , mosquito nets, solar lamps and tarpaulin Under Relief and Humanitarian Emergency

1.2 Eligible candidates may obtain further information and inspect the tender documents from Procurement Office 2<sup>nd</sup> floor at the County Headquarters at the address below during normal working hours(8.00am-5.00pm)East African Time. Or be downloaded from web site:

[www.wajir.go.ke](http://www.wajir.go.ke) at free of charge.

All bids must be accompanied by a tender security of **kshs 500,000** from a reputable bank known in Kenya.

**COUNTY GOVERNMENT OF WAJIR**

**P.O. Box 9-70200 WAJIR, Kenya**

**Telephone:**

**Web: <https://www.wajir.go.ke>**

Completed tender documents are to be enclosed in plain sealed envelope marked with tender reference number and be deposited in the Tender Box located at ground floor at the County headquarters office in Wajir and be addressed to:

**County Government of Wajir, P.O. 9-70200, Wajir.**

so as to be received on or before

**10.00 a.m.** East African Time

1.3 Prices quoted should be net inclusive of all taxes and delivery and must be in Kenya Shillings and shall remain valid for **150 days** from the closing date of the tender.

1.4 Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend at the ground floor, BOARDROOM, County Headquarters, County Government of Wajir, Wajir, Kenya.

## **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 The procuring entity's 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 the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers 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 be sourced locally.

## 2.3 **Cost of Tendering**

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

2.3.2 The price to be charged for the tender document shall be as specified in Appendix to Instructions to Tenderers and 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 pre-qualified.

## 2.4. **The Tender Document**

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers (i) Invitation to Tender  
(ii) Instructions to tenderers

- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Specifications
- (vi) Schedule of requirements
- (vii) Tender Form and Price Schedules
- (viii) Contract Form
- (ix) Performance Security Form
- (x) Manufacturer's Authorization Form
- (xi) 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 the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers that have received the tender document.

2.5.2 The procuring entity shall reply to any clarifications sought by the Tenderer within 3 days of receiving the request to enable the Tenderer to make timely submission of its tender.

## **2.6 Amendment of Documents**

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the tender documents by 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, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.7 Language of Tender**

2.7.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchange by the Tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the Tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.8 Documents Comprising of 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 2.1.2 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.

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

2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

## **2.11 Tender Currencies**

2.11.1.1 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;

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

2.13.1.1 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

2.13.1.2 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.

2.13.1.3 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 the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.1.4 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**

2.14.1.1 The Tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The Tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

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

2.14.4 The Tender security shall be denominated in Kenya Shillings 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 the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

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

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

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

2.14.8 The tender security may be forfeited:

- (a) if a Tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful Tenderer, if the Tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.27
  - Or
  - (ii) to furnish performance security in accordance with paragraph 2.28

## 2.15 **Validity of Tenders**

2.15.1 Tenders shall remain valid for 150 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its tender security. A Tenderer granting the request will not be required nor permitted to modify its tender.

## 2.16 **Format and Signing of Tender**

2.16.1 The Procuring entity shall prepare three copies of the tender, clearly marking each "**ORIGINAL TENDER**" and a '**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 unamend 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 a copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY.**" The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

- (a) Be addressed to the Procuring entity at the address given in the Invitation to Tender:
- (b) Bear, tender number and name in the Invitation for Tenders and the words, "**DO NOT OPEN BEFORE Wednesday, 25<sup>th</sup> September 2019.** at 10.00 East African Time

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

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

## **2.18 Deadline for Submission of Tenders**

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than **Wednesday, 25<sup>th</sup> September 2019 at 10.00** East African Time.

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

## **2.19 Modification and Withdrawal of Tenders**

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

2.19.6 The procuring entity shall give prompt notice of the termination to the Tenderers and on request give its reasons for termination within 14 days of receiving the request from any Tenderer.

## **2.20 Opening of Tenders**

2.20.1 The Procuring entity will open all tenders in the presence of Tenderers' representatives who choose to attend on Thursday, **Wednesday, 25<sup>th</sup> September 2019 at 10.00 am** East African Time and in the following location at ground floor Board Room, County Government of Wajir headquarters.

2.20.2 The Tenderer representatives who are present shall sign a tender opening register evidencing their attendance.

2.20.3 The Tenderer names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

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

## **2.21 Clarification of Tenders**

2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no



change in the prices or substance of the tender shall be sought, offered, or permitted.

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

## **2.22 Preliminary Evaluation**

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

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and 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

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

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness

is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a Tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.

### **2.23 Conversion to Single Currency**

2.23.1 Where other currencies are used, the procuring entity 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 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The Tender evaluation committee shall evaluate the tender within 7 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 the Procuring entity**

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

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

## **2.27 Award of Contract**

### **(a) Post-qualification**

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

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

### **(b) Award Criteria**

2.27.4 The Procuring entity will award the frame work Contracts to the successful Tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the contract satisfactorily.

(c) **Procuring entity's Right to Vary quantities**

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

(d) **Procuring entity's Right to accept or Reject any or All Tenders**

2.27.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Procuring entity's action

## **2.28 Notification of Award**

2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful Tenderer in writing that its tender has been accepted.

2.28.2 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 2.28, the Procuring entity 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 the Procuring entity notifies the successful Tenderer that its tender has been accepted, the Procuring entity 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 7 days from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within (7) days of receipt of the Contract Form, the successful Tenderer shall sign and date the contract and return it to the Procuring entity.

## **2.30 Performance Security**

2.30.1 Within (28) days of the receipt of notification of award from the Procuring entity, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.2 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 the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.31 Corrupt or Fraudulent Practices**

2.31.1 The Procuring entity requires that Tenderers observe the highest standard of ethics during the procurement process

and execution of contracts when used in the present 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 the Procuring entity, and includes collusive practice among Tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.31.2 The procuring entity will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.31.3 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 TENDERERS .**

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

INSTRUCTIONS TO TENDERERS (ITT)REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT-2.1.1	<p>I. The name of the client is-: <b>COUNTY GOVERNMENT OF WAJIR.</b></p> <p>II. The Procuring Entity intends to establish FRAMEWORK CONTRACTS with multiple firms to supply the goods <b>AS AND WHEN required for a period of two years</b>, with an option for one year extension subject to performance.</p> <p>The eligible firms are those capable of supplying Relief food, and assorted items (none food items) e.g Blankets, Kitchenware ,sleeping mat, soaps, empty jerry can in conformity with ITT 2.12 and as provided in the Price Schedule-Section (VII)</p> <p>III. Location/Delivery Point(s)-: <b>Wajir County cereal Board</b>  Framework contract period-: <b>Two (2) years</b>  Commencing on the date of contract Signing.</p>
ITT-2.3.1	<p>The cost of the tender document is <b>Nil</b> and can be downloaded from the County's website Tende=<a href="http://www.wajir.go.ke">www.wajir.go.ke</a></p>
ITT-2.9.1	<p>Quantity shall be determined on "<b>As and When Required</b>"(AWR) basis subject to availability of funds.</p>

ITT-2.10.2	Prices quoted-: Shall be inclusive of all costs and delivery charges to the premises National Cereals board in Wajir.
ITT-2.10.4	Tender price validity period-: <b>150</b> days from Tender closing/opening date.
ITT-2.11.1	Prices quoted shall be in <b>Kenyan Shillings</b> and Inclusive of all Costs and Tax charges where applicable.
2.1	Tender is open to all
ITT-2.14.1	<b>For AGPO suppliers shall fill the Tender Securing declaration form for Youth, Women and Persons with disability</b>
ITT 2.15.1	Tender validity period-:As in ITT-2.10.4 above
ITT-2.18.1	Submission deadline-: Not later than <b>25<sup>th</sup> September, 2019 at 10.00am</b> and be deposited in the Tender Box situated at Ground floor, <b>COUNTY GOVERNMENT OF WAJIR HEADQUARTER.</b>
ITT-2.27.5	Quantity of goods-: The FRAMEWORK CONTRACTS to be used by the county government of wajir on " <b>as and when required basis</b> " (AWR) subject to availability of funds.
ITT-2.30.1	Performance security-:5%

Bidder shall not **alter or modify** the tender document. Attachments required shall be attached where needed and shall allow the paging to continue in their sequence. Any tender with **alteration or modification** shall be **disqualified** from evaluation for being **noncompliant**.

**Pursuant to Paragraph 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.

### **PRELIMINARY/MANDATORY REQUIREMENTS/EVALUATION**

The following shall be the criteria to be used in the evaluation of the tender.

The evaluation shall adopt YES/ No Approach Where the YES/NO approach is adopted a tender shall be deemed to be technically responsive where it meets all the requirements

- a) The tender **MUST** be submitted in the required format (Complete and in the original paging (serialized) order).
- b) Bidders **MUST** submit the required number of tenders (one original and a copy).
- c) Form of tender duly filled (signed and stamped or with company seal)
- d) Confidential business questionnaire (S33) duly filled, stamped and signed.
- e) Only the tender document downloaded from the County's official website ([www.wajircounty.go.ke](http://www.wajircounty.go.ke)) **shall** be accepted.
- f) Bidders **MUST** attach a copy of Valid Registration Certificate from Treasury for the AGPO group.
- g) Bidders **MUST** attach copy of Valid Single Business permit / County Business Permit.
- h) Bidders **MUST** attach copy of Certificate of Incorporation or Certificate of Registration of Business Name.
- i) Bidders **MUST** attach copy of Valid Tax Compliance Certificate from Kenya Revenue Authority (KRA)
- j) Bidders **MUST** attach copy of CR12 for the Limited Company.
- k) The tender **MUST** be submitted with Tender Securing Declaration Form Duly Completed in the required form for the AGPO Categories
- l) Attach a **COMMITMENT LETTER** by the bidder that the items will be locally sourced.
- m) Attach a bid security as per the tender invitation.
- n) Bidders **MUST** attach copy of KRA pin certificate.

- o) Bidders must attach audited financial report (last 2 years)
- p) Bidders must attach proof of previous work done, list of clients and evidence in the form of completion certificates or contracts or LPOs.

**NB: Any bidder who does not meet all the mandatory requirements will be disqualified from proceeding to the next stage of evaluation.**

## **COMMERCIAL EVALUATION**

### Financial Evaluation

This is a framework contracts, where goods will be ordered on as and when required basis, therefore the framework contracts will be awarded to successful bidders based on a range of prices. All the prices shall remain fixed for a period of the two year contract and the quoted price shall be based on the prevailing market price.

A market survey will be undertaken to determine the prices to be awarded and lowly quoted prices below the market price within a certain range set by the county government of wajir shall be disqualified.

### **POST QUALIFICATION**

Prior to awards of successful tender the Procuring Entity will conduct post qualification and due diligence of the successful firms in reference of the documents submitted. The Preliminary evaluation will also check on the firm's ability to respond to emergency supplies.

<b>S/Nos</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF PACKAGE</b>	<b>ELIGIBLE CATEGORY</b>
1	Blankets	Ordinary 6ftx 4ft as per sample	OPEN
2	Kitchen sets	Two Spoons Stainless Steel	

		Two Sufurias medium HD-size19MH	OPEN
		Two Plastic Bowels RB-20	
		Three Aluminum Cups	
		Two Aluminium Plates-24cm	
3	Sleeping mat	Ordinary medium density (4'x1/2ft.6ft)	
4	soaps	Powder soap Bar soap packed in half dozen for 1kg	
5	Jerry can	20ltr capacity 10ltr capacity	
6	Tarpaulin	Excellent quality, good surface	
7	Solar lamps	Medium size	
8	Mosquito net	Regular size	

**BIDDERS MUST COMPLY WITH THE FOLLOWING CONDITIONS, FAILURE TO ADHERE TO ANY OF THEM WILL AUTOMATICALLY LEAD TO DISQUALIFICATION**

- A market survey will be undertaken to determine the prices to be awarded and lowly quoted prices below the market price will be disqualified.
- All the bid documents returned from perspective bidders' must be properly bound. Loose papers/ documents will automatically be disqualified

SECTION III: GENERAL CONDITIONS OF CONTRACT

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**SECTION III - GENERAL CONDITIONS OF CONTRACT**

**3.1 Definitions**

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

- (a) "The Contract" means the agreement entered into between the Procuring entity and the Tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

- (b) "The Contract Price" means the price payable to the Tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the Tenderer is required to supply to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

### **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 the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern,

sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the Tenderer in the performance of the Contract.

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

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

### 3.6 **Patent Rights**

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

### 3.7 **Performance Security**

3.7.1 Within thirty (7) days of receipt of the notification of Contract award or days specified in Special Conditions of Contract, the successful Tenderer shall furnish to the Procuring entity 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 the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

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

of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

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

### **3.8 Inspection and Tests**

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

3.8.2 The Inspections And Tests May Be Conducted In The Premises Of The Tenderer Or Its Subcontractor(S), At Point Of Delivery, And/Or at the Goods' final destination If conducted on the premises of the Tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment



having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

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

### **3.9 Packing**

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

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

### **3.10 Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the Tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract.

### **3.11 Insurance**

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

### **3.12 Payment**

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

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

### **3.13 Prices**

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

3.13.2 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 the procuring entity within 30 days of receiving the request.

### **3.14. Assignment**

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

### **3.15 Subcontracts**

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

### **3.16 Termination for default**

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default

sent to the Tenderer, terminate this Contract in whole or in part

- (a) if the Tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the Tenderer fails to perform any other obligation(s) under the Contract
- (c) if the Tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the Tenderer shall be liable to the Procuring entity for any excess costs for such similar 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, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the Tenderer may consider termination of the contract.

### **3.18 Resolution of Disputes**

3.18.1 The procuring entity and the Tenderer shall make every effort to resolve amicably by direct informal negotiation 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 its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.21 Notices**

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

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

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

1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.
2. Special conditions of contract as relates to the GCC

3. The resultant award shall be a framework agreement. Successful candidate shall be required to supply ordered quantity at short notice.
4. The County Government of Wajir shall issue a Local Purchase Order indicating the quantity to be supplied by the successful candidate.
4. Any consignment stock in the contractor's warehouse remains the property of the contractor until completion and signing of delivery notes to NCPB-NRB
5. **All goods delivered shall be inspected on delivery and any damaged, rotten, wet, torn or underweight packages shall not be accepted.**
8. Final invoice shall be prepared after completion of delivery of the full quantity ordered by a single Local Purchase Order.
9. Payment shall be made upon presentation of:
  - i) **Invoice**
  - ii) **Copy of signed Delivery note**
  - iii) **Inspection and Acceptance certificate/report.**
10. Payment shall be effected in accordance to existing public financial management regulations and shall be in Kenya Shillings, payable by EFT to the suppliers' bank account.
11. Tender currencies: All goods from both Kenya and outside Kenya shall be quoted in Kenya shillings and should be inclusive of VAT and all taxes.
12. The County Government of Wajir **is not bound** to give equal orders to the successful bidders. However, the performance of the suppliers shall be monitored regularly to **help determine their capability to deliver on time.**

13. In case of emergencies, the size of ordering from individual firms will depend on capability of the firms to deliver as at the time of ordering.
14. Tenderers are required to see samples or technical specifications for goods listed at 1 first floor procurement section before making any delivery
15. Orders shall be issued on the basis of “**as and when**” required.
16. It is the responsibility of the contractor to ensure that weights, measurements, numbers of goods are delivered. Delivery of underweight, less numbers shall constitute sufficient ground for nullification of the contract and subsequent blacklisting of the Tenderer for unethical practice.
17. All deliveries shall be made at **Wajir Cereals Board Depot at wajir**. However, the supplier may be advised to deliver at the nearest depot when necessary.

## **SECTION V - SPECIFICATIONS**

### **5.1 General**

- 5.1.1 These specifications describe the requirements for goods. All the dimensions and capacities of Goods to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.2 The Tenderers are requested to present information along with their offers as follows:
  - (i) Shortest possible delivery period of each product

- (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

## 5.2 PARTICULARS

The entity requires:

**A:** Supply and delivery of relief food, assorted items (none food items) e.g. Blankets, Kitchenware, sleeping mat, soaps, empty jerry can , mosquito nets, solar lamps and tarpaulin Under Relief and Humanitarian Emergency

;

- (i) Shall be safe and suitable for human use.
- (ii) Shall be of good quality and standard;
- (iii) The food Should be free from aflatoxin and free from pest damage
- (iv) The shall be well packed according to the unit of issue
- (v) Goods must **labeled** on in bold with:-

**“COUNTY GOVERNMENT OF  
WAJIR “NOT FOR RESALE”**

### **Reject Goods**

This class comprises of supply of relief food, assorted items (none food items) e.g. Blankets, Kitchenware ,sleeping mat, soaps, empty jerry can

Mosquito nets, solar lamps and tarpaulin Under Relief and Humanitarian Emergency, which cannot satisfy the conditions as specified and fails to meet quality test and grading. This shall be classified as rejected Goods and shall be regarded as unfit for human use

## SECTION VI SCHEDULE OF REQUIREMENTS

5.1 The contract is for procurement and delivery of the Goods within the proposed delivery schedule and at the Procuring entity's preferred premises.

5.2 The Tenderers may use additional paper as will be necessary to indicate the details of their costing in the format provided in the schedule of prices.

S/Nos	ITEM DESCRIPTION	UNIT OF PACKAGE	QUANTIT Y	DELIVERY PERIOD
1	Blankets	Ordinary 6ftx 4ft	as and when required	as and when required
2	Kitchen sets	Two Spoons Stainless Steel		
		Two Sufurias heavy density size 19MH		
		Two plastic Bowels RB-20		
		Three Aluminum Cups		
		Two Aluminum Plates Rb 20		
3	Sleeping mat	Ordinary medium size		
4	Soaps	Powder Bar soaps packed in half dozen for 1kg		
5 .	Empty Jerry can	20ltr capacity 10ltr capacity		
6 .	Tarpaulin	Excellent quality good surface smooth		
7 .	Mosquito net	Regular size		
8.	Solar lamps	Medium		



## SECTION VII - PRICE SCHEDULE

Name of Tenderer \_\_\_\_\_

Tender Number \_\_\_\_\_

### Framework contracts for assorted items for relief and humanitarian needs (None Food items) for f/y 2019/2020-2021.

S/N OS	ITEM DESCRIPTION	UNIT OF PACKAGE	UNIT OF PACKAGE	UNIT PRICE KSH
1.	Blankets	Ordinary 6ftx 4ft	PCS	
2.	Kitchen sets	Spoons Stainless Steel	NOS	
			NOS	
		Two Sufurias heavy density size 19MH	NOS	
		Two plastic Bowels RB-20	NOS	
		Three Aluminum Cups	NOS	
		Two Aluminum Plates Rb 20	NOS	
3.	Sleeping mat	Ordinary medium size	PCS	
4.	Soaps	Powder Bar soaps packed in half dozen for 1kg	bucket	
5.	Empty Jerry can	20ltr capacity 10ltr capacity	pcs	
6 .	Tarpaulin	Excellent quality good surface smooth	pcs	
7.	Mosquito net	Regular Size	NOS	
8.	Solar lamps	Medium Size	NOS	

**Tender Name: Framework contracts for supply and delivery of relief food for f/y 2019/2020-2021**

**Tender Number: WCG/SP/OT/02/2019/2020**

Name of tenderer: \_\_\_\_\_

ITEM NO.	ITEM DESCRIPTION	UNIT OF ISSUE	QUANTITY	DUTY FREE UNIT PRICE (KShs.)	DUTY PAID UNIT PRICE (KShs.)	INCIDENTAL COSTS	TOTAL Cost(Duty Paid) (Kshs)
1.	Beans	Bags @ 50kgs	1 bag				
2.	Vegetable oil	Box 18 (6*3) Ltrs	1 box				
3.	Rice	Bags @ 25kgs	1 bag				
4	Ugali	Bale@ 24pcs	1 bag				
5	Dates	BOX 10 KG	1 BOX				

Authorized Official's Name and Title: \_\_\_\_\_

Signature of Tenderer & Stamp \_\_\_\_\_ Date: \_\_\_\_

**Note:** In case of discrepancy between unit price and total, the unit price shall prevail and goods shall be bought "as and when required" basis.

**8.1 FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_ To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

[Name and address of procuring entity] Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... [insert numbers] the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver, (..... (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).

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.

4. 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

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

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

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

**8.2 REGISTRATION DATA/CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

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

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

*Part 1 – General:*

Business Name/Supplier/Consultant

Location of business premises/Physical address.....

Plot No..... Street/Road .....

Postal Address ..... Tel No. .... Fax ..... Email .....

Nature of Business .....

Registration Certificate No./ID No./Certificate of Incorporation No.....

PIN No.....

Tax Compliance status .....

Business permit/License No.....

Maximum value of business which you can handle at any one time – Kshs. ....

Name of your bankers ..... Branch .....

Part 2 (a) – Sole Proprietor

Your name in full ..... Age .....

Business Name.....

Nationality ..... Country of origin ..... County of Operation.....

Citizenship details .....

Part 2 (b) Partnership

Given details of partners as follows:

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

Business contact information

Tel No.....

Email.....

*(In case of more than two partners, kindly attach information required above)*

County of Operation.....

	<p>Part 2 (c ) – Registered Company</p>																												
	<p>Private or Public  .....</p> <p>State the nominal and issued capital of company-  Nominal Kshs. ....  Issued Kshs. ....</p> <p>Give details of all directors, shareholders and beneficial owners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 40%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 25%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>3. ....</td> </tr> <tr> <td></td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> <p style="margin-left: 40px;">Directors' contact information  Tel No.....  Email.....</p> <p style="margin-left: 40px;"><i>(Incase of more than one Director, kindly attach information required above)</i></p> <p>County of Operation.....</p>		Name	Nationality	Citizenship Details	Shares				1.	.....	.....	.....	2.	.....	.....	3. ....		.....	.....	.....	4.	.....	.....	.....	5.	.....	.....	.....
	Name	Nationality	Citizenship Details																										
Shares																													
1.	.....	.....	.....																										
2.	.....	.....	3. ....																										
	.....	.....	.....																										
4.	.....	.....	.....																										
5.	.....	.....	.....																										
Date ..... Stamp/Seal.....Signature of Applicant .....																													

If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration

### 8.3 TENDER-SECURING DECLARATION

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

Date: \_\_\_\_\_ *[insert date]*

Tender No.: \_\_\_\_\_ *[insert Tender number]*

To: \_\_\_\_\_ *[insert name of Procuring Entity]*

We, the undersigned, declare that:

We understand that, according to your conditions, tenders must be supported by a Tenders-Securing Declaration.

We accept that we will automatically be suspended from being eligible for tendering in any contract with the Procuring Entity for the period of time as determined by the Authority if we are in breach of our obligation(s) under the tender conditions, because we:

- (a) have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- (b) does not accept the Procuring Entity's corrections of arithmetic errors in accordance with the Instructions to Tenderers; or
- (c) having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender 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 ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight (28) days after the expiration of our Tender validity period.

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

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

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

Duly authorized to sign the Tender for and on behalf of: \_\_\_\_\_  
*[insert complete name of Tenderer]*

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

Corporate Seal (where appropriate)

*[Note: In case of a Joint Venture, the Tender Securing Declaration must be in the name of all partners to the Joint Venture that submits the tender.]*



## 8.4 CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
between

..... [name of Procurement entity] of ..... [ country of Procurement  
entity] (Hereinafter called "the Procuring entity) of the one part and  
..... [Name of Tenderer] of ..... [City and country of Tenderer]  
(Hereinafter called "the Tenderer") of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted  
a tender by the Tenderer for the supply of those goods in the sum of  
..... [Contract price in words and figures] (Hereinafter called  
"the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as  
are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and  
construed as part of this Agreement viz:
  - (a) the Tender Form and the Price Schedule submitted by the Tenderer
  - (b) the Schedule of Requirements
  - (c) the Technical Specifications
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of contract; and
  - (f) the Procuring Entity's Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the  
Tenderer as hereinafter mentioned, the 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 \_\_\_\_\_

**8.5 PERFORMANCE SECURITY FORM**

To .....  
[name of Procuring entity]

WHEREAS ..... [name of Tenderer] (hereinafter called "the Tenderer") has undertaken, in pursuance of Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_ 20 \_\_\_\_\_ to supply ..... [Description of goods] (Hereinafter called "the Contract").

AND WHEREAS, it has been stipulated by you in the said Contract that the Tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Tenderer a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Tenderer, up to a total of ..... [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the Tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... [Amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

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[address]

---

[date]

## **8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To .....  
[name of Procuring entity]

[name of tender] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ..... [name and address of tenderer] (hereinafter called "the tenderer") shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of ..... [amount of guarantee in figures and words].

We, the ..... [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the

tenderer, in the amount not exceeding ..... [*amount of guarantee in figures and words*]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until ..... [*date*].

Yours truly,  
Signature and seal of the Guarantors

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*[name of bank or financial institution]*

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*[address]*

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*[date]*