

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF NANDI

STANDARD TENDER DOCUMENT

FOR

**SUPPLY AND DELIVERY OF MOTOR VEHICLES
TYRES.**

TENDER NO: NDCG/T/O1/2017-2018

COUNTY GOVERNMENT OF NANDI

P.O BOX 802-30300, KAPSABET

[Website: www.nandi.go.ke](http://www.nandi.go.ke)

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SECTION A. INVITATION FOR TENDERS

Date: 27th September, 2017

Tender Reference: NDCG/T/01/2017/2018.

Tender name: Supply and Delivery of Motor vehicle Tyres

Overview

The County Government of Nandi plans to purchase tyres for replacement of worn out tyres for various departmental units and operations.

County Government of Nandi hereby invites sealed tenders from eligible bidders for supply and delivery of Motor vehicle Tyres.

A complete set of Tender documents may be obtained by downloading free of charge from **County Government of Nandi** website www.nandi.go.ke. Communication in regards to the tender must be in writing through email address: procurement@nandi.go.ke. All clarifications and/or amendments will be published in **County Government of Nandi** website and tenderers are required to check for any addendums or amendments in the course of the bidding period prior to the closing date.

Tenders must be accompanied by a bid security of 2% of Tender sum issued in the form of a bank guarantee from a bank or an insurance firm and valid for 120 days from the date of tender opening.

Candidates **must** prove that they qualify to participate in public procurement by providing copies of the following Mandatory documents:

- i) Certificate of Incorporation or Registration.
- ii) A valid Tax Compliance certificate.
- iii) PIN Certificate.
- iv) A certified Current CR 12 from the registrar of companies or a business registration certificate for sole proprietorship or equivalent document for partnerships that clearly indicates the ownership of the company.
- v) Valid Single Business Permit (SBP).
- vi) AGPO Certificate for the 30% disadvantaged groups
- vii) Certified audited accounts for year two years (2) or bank statement for the last 12 months.
- viii) Fully filled business questionnaire
- ix) A declaration that the tenderer will not engage in any corrupt or fraudulent practice.
- x) Litigation History.

Prices quoted should be net inclusive of all taxes and delivery. The prices must be expressed in Kenya Shillings and shall remain valid for ninety (90) days from the closing date of the tender. Complete Tender documents in plain sealed envelopes clearly marked with the tender name and tender reference number and deposited in the tender box at Kapsabet Municipal Town Hall (Opposite County Headquarters) and addressed to

**The County Secretary,
County Government of Nandi
P.O Box 802-30300
Kapsabet**

So as to be received on or before **11th October, 2017** not later than 12.00 noon

All bidders **MUST** comply with all the instructions and rules of the tender and particularly ensure that all the forms required are properly completed. Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend at Municipal Town Hall.

County Government of Nandi is a corruption free County Government and no one is required to provide any inducement to participate in any of its implementation processes.

HEAD SUPPLY CHAIN MANAGEMENT
FOR: COUNTY SECRETARY

Section B. Instructions to Tenderers

Introduction

1. Eligible Tenderers

- 1.1 This Invitation for Tenders is open to all tenderers as described in the tender documents. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 1.2 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 Nandi to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices or debarred from participating in public procurement.

2. Cost of Tendering

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

The Tender Document

3. Contents

- 3.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.
 - (i) Invitation for Tenders
 - (ii) Instructions to tenders
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of Requirements
 - (vi) Technical Specifications
 - (vii) Tender Form and Price Schedules
 - (viii) Tender Security Form
 - (ix) Contract Form
 - (x) Performance Security Form
 - (xi) Bank Guarantee for Advance Payment Form
 - (xii) Manufacturer's Authorization Form

3.2 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.

4. Clarification of Documents

4.1 A prospective tenderer requiring any clarification of the tender document may notify County Government of Nandi in writing or by cable (hereinafter, the term cable is deemed to include telex and facsimile) at the address indicated in the Invitation for tenders. County Government of Nandi will respond in writing to any request for clarification of the tender documents, which it receives no later than ten (10) days prior to the deadline for the submission of tenders, prescribed by County Government of Nandi. Written copies of County Government of Nandi response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have purchased the tender document.

5. Amendment of Documents

5.1 At any time prior to the deadline for submission of tenders, County Government of Nandi, 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 / addendum.

5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by cable, and will be binding on them.

5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, County Government of Nandi, at its discretion, may extend the deadline for the submission of tenders.

Preparation of Tenders

6. Language of Tender

6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and County Government of Nandi, 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.

7. Documents Comprising the Tender

7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9,10 and 11below.
- (b) Documentary evidence established in accordance with paragraph 12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Documentary evidence established in accordance with paragraph 13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) Tender security furnished in accordance with paragraph 14

8. Tender Form

- 8.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

9. Tender Prices

- 9.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices of the goods it proposes to provide under the contract.
- 9.2 Prices indicated on the Price Schedule shall include all duties and taxes payable in the country and charges for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and
- 9.3 Prices quoted by the tenderer 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 22.

10. Tender Currency

- 10.1 Prices shall be quoted in Kenya shillings irrespective of their source.

11. Tenderer's Eligibility and Qualifications.

- 11.1 Pursuant to paragraph 1 of section III, 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.
- 11.2 The documentary evidence of the tenderers eligibility to tender shall establish to County Government of Nandi's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 1 above.
- 11.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to County Government of Nandi'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 tenderers' maintenance, repair, and spare parts – stocking obligations prescribed in the Conditions of Contract and/or technical Specifications.

12. Goods' Eligibility and Conformity to Tender Document.

13.1 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.

13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

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

- (a) A detailed description of the essential technical and performance characteristics of the goods;
- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by COUNTY GOVERNMENT OF NANDI;- (requires physical presence and stocks of the spares, special tools etc) and;
- (c) A clause-by-clause commentary on County Government of Nandi Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

13.4 For purposes of the commentary to be furnished pursuant to paragraph 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 County Government of Nandi 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, if it demonstrates to County Government of Nandi's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

14. Tender Security

- 14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Invitation to tender.
- 14.2 The tender security is required to protect County Government of Nandi against the risk of Tenderer's conduct, which would warrant the security's forfeiture, pursuant to paragraph 14.7
- 14.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee, a bank draft issued by a reputable bank located in Kenya or abroad, or an insurance company guarantee from any of the IRA approved companies, in the form provided in the tender documents and valid for thirty (30) days beyond the validity of the tender.
- 14.4 Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by County Government of Nandi as non-responsive, pursuant to paragraph 22.
- 14.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by County Government of Nandi.
- 14.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance security, pursuant to paragraph 31.
- 14.7 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by County Government of Nandi 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 30 or
 - (ii) to furnish performance security in accordance with paragraph 31.

15. Validity of Tenders

- 15.1 Tenders shall remain valid for 90 days after date of tender opening prescribed by County Government of Nandi, pursuant to paragraph 18. County Government of Nandi shall reject a tender valid for a shorter period as non-responsive.
- 15.2 In exceptional circumstances, County Government of Nandi 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 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.

16. Format and Signing of Tender

16.1 The tenderer shall prepare TWO COPIES of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.

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 un-amended printed literature, shall be initialed by the person or persons signing the tender.

16.3 The tender shall have no interlineation, 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.

Submission of Tenders

17. Sealing and Marking of Tenders

17.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer PLAIN envelope.

17.2 The inner and outer envelopes shall:

(a) Be addressed to County Government of Nandi at the following address:

**The County Secretary,
County Government of County,
P.O BOX 802-30300,
Kapsabet**

(b) Bear, NDCG/T/01/2017-2018, the Invitation for tenders and the words: “DO NOT OPEN BEFORE,” 11th October, 2017 at 12.00 NOON

(c) Be dropped in the Tender Box situated at the Municipal Town Hall of County Government of Nandi Offices situated in Kapsabet or posted to reach the above address on or before 11 October, 2017 at 12.00 noon.

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”.

17.4 If the outer envelope is not sealed and marked as required by paragraph 17.2, County Government of Nandi will assume no responsibility for the tender's misplacement or premature opening.

18. Deadline for Submission of Tenders

18.1 Tenders must be received by County Government of Nandi at the address specified under paragraph 17.2 not later than 12.00 NOON on. 11th October, 2017

18.2 County Government of Nandi may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of County Government of Nandi and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Modification and Withdrawal of Tenders

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

19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 17. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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 14.7.

Opening and Evaluation of Tenders

20. Opening of Tenders

20.1 County Government of Nandi will open all tenders in the presence of tenderers' representatives who choose to attend, at County Government of Nandi Municipal Town Hall. The tenderers' representatives who are present shall sign a register evidencing their attendance.

20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other

details as County Government of Nandi, at its discretion, may consider appropriate, will be announced at the opening.

20.2 County Government of Nandi Procurement office will prepare minutes of the tender opening.

21. Clarification of Tenders

21.1 To assist in the examination, evaluation and comparison of tenders County Government of Nandi 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.

21.2 Any effort by the tenderer to influence County Government of Nandi in its tender evaluation, tender comparison, or contract award decisions may result in the rejection of the tenderers' tender.

22. Preliminary Examination

22.1 County Government of Nandi 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.

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

22.3 County Government of Nandi 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.

22.4 Prior to the detailed evaluation, pursuant to paragraph 23, County Government of Nandi 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 Nandi's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

22.5 If a tender is not substantially responsive, it will be rejected by County Government of Nandi and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

23. Financial Evaluation and Comparison of Tenders

23.1 County Government of Nandi will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 22.

23.2 The evaluation of a tender will exclude and not take into account:

- (a) in the case of goods manufactured in Kenya or goods of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer;
- (b) Any applicable preference scheme
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

23.3 The comparison shall be of the delivered price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

23.4 The evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 23.5 and in the technical specifications:

- (a) Delivery schedule offered in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;
- (c) The cost of components, mandatory spare parts, and service;
- (d) The availability in Kenya of spare parts and after-sales services for the equipment offered in the tender;

23.5 Pursuant to paragraph 23.4 the following evaluation methods will be applied:

- (a) Delivery schedule.
 - (i) County Government of Nandi requires that the goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than County Government of Nandi's required delivery time will be treated as non-responsive and rejected.
- (b) Deviation in payment schedule.

Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. County Government of Nandi may consider the alternative payment schedule offered by the selected tenderer.

(c) Spare parts and after sales service facilities.

Tenderers must offer items with service and spares part back up. Documentary evidence and locations of such back- up must be given. Where a tenderer offers items without such back-up in the country, he must give documentary evidence and assurance that he will establish adequate back- up for items supplied.

23.6 Preference

23.6.1 The applicable preference scheme as per the Public Procurement and Asset Disposal Act 2015, shall be granted;

23.6.2 For the purpose of ensuring sustainable promotion of local industry, all foreign tenderers participating in international tenders shall source at least forty percent of their supplies from citizen contractors. Tenderer shall provide documentary evidence to assure County Government of Nandi of compliance with the requirements.

24. Contacting County Government of Nandi

24.1 Subject to paragraph 21, no tenderer shall contact County Government of Nandi on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded

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

Award of Contract

25. Post-qualification

25.1 In the absence of pre-qualification, County Government of Nandi 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.

25.2 The determination will take into account the Tenderer's financial, technical, production capabilities and after sales backup capabilities.. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the tenderer, pursuant to paragraph 12.3, as well as such other information as County Government of Nandi deems necessary and appropriate.

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

26. Award Criteria

26.1 Subject to paragraph 10,23 and 28 COUNTY GOVERNMENT OF NANDI will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

27. County Government of Nandi Right to Vary quantities

27.1 County Government of Nandi 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.

28. County Government of Nandi Reserves Right to Accept or Reject Any or All Tenders

28.1 County Government of Nandi 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 Nandi's action.

29. Notification of Award

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

29.2 The notification of award will constitute the formation of the Contract.

29.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, County Government of Nandi will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 14.

30. Signing of Contract

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

30.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to County Government of Nandi.

31. Performance bond

31.1 Within fourteen (14) days of the receipt of notification of award from County Government of Nandi, the successful tenderer shall furnish the performance bond in accordance with the Conditions of Contract, in the Performance bond Form provided in the tender documents, or in another form acceptable to it (County Government of Nandi).

31.2 Failure of the successful tenderer to comply with the requirement of paragraph 30 or paragraph 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event County Government of Nandi may make the award to the next lowest evaluated Candidate or call for new tenders.

32. Corrupt Fraudulent Practices

32.1 County Government of Nandi requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, County Government of Nandi:-

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing 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 Nandi, 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 County Government of Nandi of the benefits of free and open competition;

(b) 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;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

32.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement, supplement and/or amend the provisions of the Instructions to Tenderers (ITT). Wherever there is a conflict between the provisions of the Appendix, the provisions of the Appendix herein shall prevail over those of the ITT.

No.	ITT Reference Clause	Particulars of Appendix
1.	Eligible Tenderers	Open to all eligible tenderers
2.	Clarifications & Amendments to Tender	County Government of Nandi will publish the tender addendums on its website for all open tenders.
3.	Documentary evidence of financial capability	The audited accounts for a period of two years 2014 and 2015 or twelve (12) months bank statements duly signed by the issuing bank
4.	Documents of evidence of eligibility	<ul style="list-style-type: none"> i) Certificate of business registration or Incorporation, copy of certificate to be attached ii) A declaration or certificate that the candidates have fulfilled the obligation to pay taxes (Tax Compliance). iii) An abstract of the candidates accounts for the last (2) two years (2014&2015) accompanied by a certificate by a certified Auditors firm or bank statement for the last 12 months. iv) A certified copy of CR 12 for limited companies
5.	Technical requirements	<p>Besides the technical specifications, A due diligence will be carried to all firms that will pass preliminary stage. The evaluation committee shall carry the due diligence to ascertain ;</p> <ul style="list-style-type: none"> i. The nature of business. ii. The security of the premises iii. The location of the business iv. Submit a completely filled, signed and stamped Confidential Business Questionnaire in the format provided with relevant documentation
6.	Award of Contract	Award shall be to the lowest evaluated bidder per item. In instances where identical lowest rates are offered by more than one firm, County Government of Nandi reserves the right to award the goods to more than one bidder i.e., split the work among the bidders in equal proportions.

Section C-General Conditions of Contract

1. Definitions

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

- (a) “The Contract” means the agreement entered into between County Government of Nandi 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 services” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to County Government of Nandi 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.

2. Application

2.1 These General Conditions shall apply in all Contracts made by County Government of Nandi for the procurement of goods.

3. Country of Origin

3.1 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced.

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

4. Standards

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

5. Use of Contract Documents and Information

5.1 The Candidate shall not, without County Government of Nandi’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of County Government of Nandi in connection

There with, to any person other than a person employed by the tenderer in the performance of the Contract.

- 5.2 The tenderer shall not, without County Government of Nandi's prior written consent, make use of any document or information enumerated in paragraph 5.1 above.
- 5.3 Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain the property of County Government of Nandi and shall be returned (all copies) to County Government of Nandi on completion of the Tenderer's performance under the Contract if so required by County Government of Nandi.

6. Patent Rights

- 6.1 The tenderer shall indemnify County Government of Nandi against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services or any part thereof in Kenya.

7. Performance Security

- 7.1 Within thirty (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to County Government of Nandi the performance security in the amount specified in Special Conditions of Contract.
- 7.2 The proceeds of the performance security shall be payable to County Government of Nandi as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to County Government of Nandi and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to County Government of Nandi, in the form provided in the tender documents.
- 7.4 The performance security will be discharged by County Government of Nandi 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.

8. Inspection and Tests

- 8.1 County Government of Nandi or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. County Government of Nandi shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the services' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable

facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to County Government of Nandi.

- 8.3 Should any inspected or tested services fail to conform to the Specifications, County Government of Nandi may reject the services, and the tenderer shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to County Government of Nandi.
- 8.4 County Government of Nandi's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by County Government of Nandi or its representative prior to the Goods' delivery.
- 8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

9. Packing

- 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.
- 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.

10. Delivery and Documents

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

11. Insurance

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

12. Payment

- 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.
- 12.2 Payments shall be made promptly by County Government of Nandi as specified in the contract.

13. Prices

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.

14. Assignment

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

15. Subcontracts

15.1 The tenderer shall notify County Government of Nandi 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.

16. Termination for Default

16.1 County Government of Nandi 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 County Government of Nandi.
- (b) if the tenderer fails to perform any other obligation(s) under the Contract.
- (c) if the tenderer, in the judgment of County Government of Nandi has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

17. Liquidated Damages

17.1 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, County Government of Nandi 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 goods up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

18. Resolution of Disputes

18.1 County Government of Nandi and the tenderer shall make every effort to resolve amicably by direct informal Negotiation any disagreement or dispute arising between them under or in connection with the contract.

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.

19. Language and Law

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.

20. Force Majeure

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.

Section D. Special Conditions of Contract

General

Special Conditions of Contract supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

SCC 1. Delivery and Documents

The goods shall be as and when required after signing of contract.

SCC 2. Payment

Payments will be done upon the delivery of goods, inspection, and acceptance by the Employer's Representative.

SCC 3:- Price Variations

No price adjustments are allowed in the contract.

SCC 4:- Performance Security

A performance security of a value of 10% of the contract value shall be furnished.

SCC 5:-Delivery Point

There shall be one (1) delivery point
County Government of County Government of Nandi– Former
Municipal Town Hall,
Kapsabet
.

SECTION E: - SCHEDULE OF REQUIREMENTS AND PRICE SCHEDULE INCLUSIVE OF ALL TAXES AND DELIVERY TO COUNTY GOVERNMENT OF NANDI COUNTY GOVERNMENT

Item no	Item Description	Unit of Issue	Quantity	Unit Price	Total Price	Delivery Period	Country of Origin and Type
1.	11RX22.5	Tyre Set	46				
2.	12.5/18-18PLY14	Tyre Set	2				
3.	1400X24 PLY14	Tyre Set	48				
4.	16.9/28 PLY14	Tyre Set	2				
5.	175/70R15	Tyre Set	4				
6.	18X430	Tyre Set	6				
7.	195/70R14	Tyre Set	4				
8.	195/70R15	Tyre Set	8				
9.	206/70R16	Tyre Set	4				
10.	205R16LT	Tyre Set	4				
11.	225/70/15	Tyre Set	16				
12.	235/70R16	Tyre Set	4				
13.	235/75R15	Tyre Set	4				
14.	245/70/R16	Tyre Set	40				
15.	600X16	Tyre Set	2				
16.	6X900	Tyre Set	6				
17.	750X16	Tyre Set	74				
18.	9RX900	Tyre Set	6				
19.	265/70X18	Tyre Set	4				
20.	265/70X17	Tyre Set	12				
TOTAL							

Having read, examined and understood the Tender Document including all Addenda, receipt of which we hereby acknowledge, we, the undersigned Tenderer, offer to supply,(insert goods description) at the unit cost/price in accordance with the schedule of prices inserted by me/ us above.

Name of Tenderer_____

Name and Capacity of authorized person signing the Tender_____

Signature of authorized person signing the Tender_____

Stamp of Tenderer_____

NOTE

- i. The Financial Offer must be submitted in the format of the Price Schedule.
- ii. Prices must be quoted in Kenyan Shillings. The price quoted may not be revised. It is for the tenderer to assume the risks or the benefits deriving from any variation.
- iii. Prices must be quoted inclusive of all duties, taxes (including VAT) and other charges.
- iv. The delivery of the items shall be ‘as and when’ required on a quarterly basis
- v. The Price Schedule will constitute the future contractual basis for the pricing of the “specific contracts/order”
- vi. The award shall be to the lowest evaluated bidder per item

SECTION F. TECHNICAL SPECIFICATIONS

GENERAL

1. These specifications describe the basic requirements for goods .Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.
2. All the dimensions of the goods to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. County Government of Nandi reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
3. The tenderers are requested to present information along with their offers as follows:
 - i) Shortest possible delivery period of each product.
 - ii) Information on manufacturers including their names and addresses.

The Tyre specification should be as per description below;

- ❖ Speed rating of at least 100Km/h
- ❖ Inflation pressure of 95(psi)
- ❖ Each tyre set shall be made up of tyre, tube & flap.
- ❖ Each tyre shall be supplied while braded with unique serial no.
- ❖ Tyres delivery shall carry a statement of warranty.

❖ SECTION G: SUMMARY EVALUATION PROCESS

Evaluation of duly submitted tenders will be conducted along the following three main stages: -

6.1 Part 1 - Preliminary Evaluation under Paragraph 21 of the ITT. These are mandatory requirements.

6.1.1 This shall include confirmation of the following: -

6.1.1.1 Submission of Tender Security- Checking its validity, whether it is Original; whether it is issued by a local bank and or approved and acceptable insurance company in Kenya; whether it is strictly in the format required in accordance with the sample Tender Security Form(s).

6.1.1.2 Submission and considering Tender Form duly completed and signed.

6.1.1.3 Submission and considering the following:-

- i) Certificate of Incorporation or Registration.
- ii) A valid Tax Compliance certificate.
- iii) PIN Certificate.
- iv) A certified Current CR 12 from the registrar of companies or a business registration certificate for sole proprietorship or equivalent document for partnerships that clearly indicates the ownership of the company.
- v) Valid Single Business Permit (SBP).
- vi) AGPO Certificate for the 30% disadvantaged groups
- vii) Certified audited accounts for year two years (2) or bank statement for the last 12 months.
- viii) A certified Current CR 12 from the registrar of companies or a business registration certificate for sole proprietorship or equivalent document for partnerships that clearly indicates the ownership of the company.
- ix) Fully filled business questionnaire
- x) A declaration that the tenderer will not engage in any corrupt or fraudulent practice.
- xi) Litigation History.

6.1.1.5 That the Tender is valid for the period required.

6.1.1.6 Submission and considering that the required number of sets (original and copies) of Tender.

6.1.2 Record of unsatisfactory or default in performance obligations in any contract shall be considered. This shall include any Tenderer with unresolved case(s) in its performance obligations in any contract.

6.1.3 Notwithstanding the above, considering any outstanding orders where applicable and the production capacity indicated by the Tenderer.

Tenders will proceed to the Technical Stage only if they qualify in compliance with Part 1 above, Preliminary Evaluation under Paragraph 21 of ITT.

- 6.2 Part II - Technical Evaluation under Paragraph 22 of the ITT. It will include the following stages: -
- 6.2.1 Evaluation of the technical information against the Tender Requirements and Specifications
- 6.2.2 Detailed Technical Evaluation
This will include;
- a) The report on due diligence
 - b) Evaluation of the following technical information against Tender Requirements and Specifications
 - c) Identifying and determining any deviation(s) from the requirements; errors and oversights
- 6.3 Part III – Financial Evaluation under Paragraph 22 of the ITT.
- 6.3.1 This will include the following: -
- a) Confirmation of and considering Price Schedule duly completed and signed.
 - b) Checking that the Tenderer has quoted prices based on Delivery Duty Paid (DDP) terms,
 - c) That the Supplier's offered Terms of Payment meets County Government of Nandi's requirements d)* Checking submission of audited financial statements or bank statements required.
- 6.3.1.1 Conducting a financial comparison.
- 6.3.1.2 Taking into account the cost of any deviation(s) from the tender requirements,
- 6.3.1.3 Ascertaining the financial capability through Financial Year's audited financial statements. The statements will provide details for determining the liquidity and solvency status of the bidders. The applicable and acceptable ratios are as follows;
- a) The acceptable ratios to County Government of Nandi are as follows:-
 - (i) Current ratios i.e. current assets: current liabilities should meet the threshold of at least 0.5:1
 - ii) Solvency ratios i.e. Debt to Assets Ratio. Should meet the threshold of at least 1:0.5
 - iii) Turnover in the Last Financial Year i.e. twelve months of at least 50% of the total tender value.
- 6.3.2 Confirming the following: -
- 6.3.2.1 That the Supplier's offered Delivery Schedule meets COUNTY GOVERNMENT OF NANDI's requirements.
- 6.3.2.2 That the Supplier's offered Terms of Payment meets County Government of Nandi's requirements.

The Successful Tenderer shall be the one with the lowest evaluated price.

SECTION H. STANDARD TENDER FORM

i) Form of Tender

Date: _____

Tender No:

To: COUNTY SECRETARY
COUNTY GOVERNMENT OF COUNTY GOVERNMENT
OF NANDI
P.O. BOX 802-30300,KAPSABET

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addendum Nos..... [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver.....description of goods] 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 the goods 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 equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by County Government of County Government of Nandi.

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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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 and on behalf of

TENDER NO
 SUPPLY AND DELIVERY OF..... Name of
 the firm Date
 issued.....

The information provided in this form will enable County Government of County Government of Nandi to assess your eligibility to participate in the tendering process and your competence in supplying the goods and services in the tender. County Government of County Government of Nandi shall verify the information provided and candidates should note that submission of false information will lead to automatic disqualification.

A: GENERAL INFORMATION:

- 1.1 Business Name:
- 1.2 Date of Registration
 Indicate the form of Business:
- 1.3 (a) Sole Proprietor..... (b)
 Partnership..... (c)
 Company.....
- 1.4 What businesses are you licensed to operate?
 1.5
 Postal Address Tel No
 Cell Phone..... Email
Web page.....
- 1.6 Location of business premises:
 Street/Road.....Building and
 Floor.....Plot No
 Is the premises Permanent/Temporary?.....
 Residential/Office/shop/warehouse?.....
- 1.7 Current Trade License No Expiring date

- 1.8 Who are your Principal Bankers

..... Branch

1.9 Details of business registration: Please complete the relevant section. Part 1.9
(a) – Sole Proprietor
Your name in full

Are you a Kenya Citizen?.....If not, what is your Nationality

Part 1.9(b) – Partnership/Registered company

Country of incorporation.....Date.....

	NAME OF PARTNERS/SHARE HOLDERS	NATIONALITY	CITIZENSHIP	OWNERSHIP (SHARES)
1				
2				

B: ELIGIBILITY:

- 2.2 Have you or your principals been subject of legal proceedings for insolvency, Bankruptcy, receivership or your business activities suspended for related reasons?.....if yes, when?[if yes, You must present legal documentary evidence that you are cleared and your business is now solvent].
- 2.3 Have you fulfilled your obligations to pay taxes and social security contributions for the last three years? Yes....No....(
- 2.4 Are you or your servants or agents subject of legal proceedings(attached documentary evidence for the respective Government Agents) or have been debarred or suspended for corrupt or unethical business practice. Yes.....No.....
- 2.5 Is the firm making this application or any of its directors been debarred or suspended from participating in public procurement or have any Procurement Entity initiated proceedings of that nature against the firm or one of its Directors, for any reason whatsoever? Yes.....No.....

You must attach copies of your

- 1. Business Registration Certificate,
- 2. VAT certificate,
- 3. PIN Number and the recent 2 years Audited Accounts, or copies of bank statements for the last 12 months for recently registered firms for your application to be considered.

C: CAPABILITY AND COMPETENCE TO DELIVER GOODS OR SERVICE:

- 2.6 What products/service do you want to be considered for.....
- 2.7 How many employees do you have?How many are Permanent?How many are Temporary?.....

2.8 What is the country of origin for those goods or services?.....

2.9 Are you a manufacturer/wholesaler/retailer/other (please specify).....

(a) If you are a manufacturer or a service organization, are your products certified by the Kenya Bureau of Standards or are you affiliated to a recognized accrediting body? Yes.....No.....[Please attach documentary evidence of the current certification].

(b) If you are not a manufacturer, are you an authorized dealer? Yes.....No.....please attach documentary evidence of the authority from the manufacturer]

2.10 Who are your major customers/clients and what is their telephone contact?

- To what extent is your firm e-enabled with both your suppliers and clients and how do you intend to carry out business with County Government of Nandi?
- What is your average response time to a request for quotation, Delivery of goods after issuance of LOP?

	NAME OF ORGANIZATION	VALUE OF	CONTACT PERSON	TEL NO
1				
2				
3				
4				
5				

2.11 What is the Maximum value of business which you can handle at any one time: Kshs.....

2.12 If your firm is pre-qualified or awarded the tender, will you abide by the agreed delivery period and supply goods or service within the given specifications by County Government of County Government of Nandi ? YesNo.....?

D: PAST AND CURRENT PERFORMANCE AND EXPERIENCE

2.13 Is this firm or its directors in any way associated with any other firm that is currently conducting business with or have applied to be considered for pre- qualification or any other tender in County Government of County Government of Nandi? If yes, please provide the name(s) of those firm(s), their address, their nature of business and indicate the relationship with the company making this application.

Name of Firm	Address	Nature of Business	Relationship

Is the firm making this application currently or in previous periods been contracted to supply goods or services to County Government of County Government of Nandi? Yes.....No..... If yes, please indicate hereunder the financial year, the goods or services that you supplied and their total value.

Financial Year	Goods or service supplied	Total value

2.14 Have you at any one time been issued with a Purchase Order by the County Government of County Government of Nandi and failed to deliver the goods or service without assigning any reason for your action? Yes.....No.....

2.15 Have you at any one time been requested to quote for supply of goods and services and failed to return the quotation without assigning any reason for your action? Yes.....No.....

2.16 If you are a current or previous period supplier of goods or service to County Government of County Government of Nandi, have you at any one time been issued with a letter of cancellation of LPO for failure to supply goods within the agreed time or for supplying inferior goods not within the specifications? Yes.....No.....

2.18 Ithe applicant or the authorized person to make this application on behalf of [name of company].....does hereby declare that the information provided is true and correct.

2.19 The Position in the company of the person making this application.....
Signature.....Date.....

OFFICIAL STAMP HERE:

iii) Tender Security Form

Whereas..... [name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated
.....[date of submission of tender] for the supply of..... [name
and/or description of the goods]
(hereinafter called “the Tender”)..... KNOW ALL
PEOPLE by these presents that we.....
of..... having our registered office at
..... (herein after called “the Bank/Insurance company”), are bound
unto County Government of Nandi
(herein after called “County Government of County Government of Nandi”) in the sum
of for which payment well and truly to be made to the said COUNTY
GOVERNMENT OF NANDI, the Bank/Insurance company binds itself, its successors,
and assigns by these presents. Sealed with the Common Seal of the said Bank/Insurance
Company this _____ day of _20____.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by County Government of Nandi during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenderers;

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

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank/insurance company]

iv) Contract Form

THIS AGREEMENT made the _____ day of _____ 20_____ between County Government of County Government of Nandi of P.O. Box 802-30300, KAPSABET, KENYA (hereinafter called "County Government of County Government of Nandi ") of the one part and..... [name of tenderer] of..... [city and country of tenderer] (herein after called "the tenderer") of the other part:

WHEREAS County Government of Nandi invited tenders for certain goods, viz.,..... [brief description of 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] (herein after 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 Notification of Award by County Government of Nandi.
3. In consideration of the payments to be made by County Government of Nandi to the tenderer as hereinafter mentioned, the tenderer hereby covenants with County Government of Nandi to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. County Government of Nandi hereby covenants to pay the tenderer in consideration of the provision 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 _____ County Government of Nandi)

Signed, sealed, delivered by
tenderer)

the

(for the

In the presence of _____

V) PERFORMANCE SECURITY FORM

To: COUNTY GOVERNMENT OF COUNTY GOVERNMENT OF NANDI

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 figures], 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 your 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_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

VI) MANUFACTURER'S AUTHORIZATION FORM

To: COUNTY GOVERNMENT OF COUNTY GOVERNMENT OF NANDI

WHEREAS [name
of the Manufacturer]

who are established and reputable manufacturers of.....
[name and/or description

of the goods]
having factories at.....

[address of factory]

do hereby
authorize.....

[name and address of Agent]

to submit a tender, and subsequently negotiate and sign the Contract with you against
tender No.....

[reference of the Tender] for

the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of
Contract for the goods offered for supply by the above firm against this Invitation
for Tenders.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should
be signed by a competent person.

vi) BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To

[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

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

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

..... [amount of guarantee in figures and words]

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

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

Yours truly, Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

viii) LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To:

RE: Tender No.

Tender Name

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)

SIGNED FOR ACCOUNTING OFFICER

ix) FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity) Request for review of the decision of the..... (Name of the Procuring Entity) ofdated the...day of20.....in the matter of Tender No.....of 20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
2.

By this memorandum, the Applicant requests the Board for an order/orders that:

- 1.
2.

SIGNED(Applicant) Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of..... 20.....

SIGNED
Board Secretary