



**COUNTY GOVERNMENT OF BUSIA**  
 P.O. BOX PRIVATE BAG – 50400  
 BUSIA, KENYA



COUNTY TREASURY

**BUSIACOUNTY GOVERNMENT**  
**P O BOXPRIVATE BAG**  
**BUSIA**

**TENDER DOCUMENT**  
**FOR**

**TENDERER DETAILS: REPAIR AND MAINTENANCE OF  
 COMPUTERS AND PRINTERS/PHOTOCOPIERS**

**TENDER NO: BSA/CG/36/2017/2018-2019/2020**

**FIRM'S NAME.....**

**P O BOX .....**

**TEL NO.....**

**FAX NO.....**

**SIGNATURE.....**

**COMPANY STAMP .....**

**E-MAIL ADDRESS.....**

## **Section A. General Information**

### **Introduction**

#### **1.0 Eligible Tenders**

1.1 This Invitation for Tenders is open to all tenders eligible as described in the Tender documents. Successful tenders shall complete the supply of goods or services by the intended completion date 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 the procuring entity to provide consulting services for the preparation for the design, specifications, and other documents to be used for the procurement of the goods under this invitation for tenders.

1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

#### **2.0 Tenderers shall provide**

- a) certified or notarized copies of the bidder's certificate of business registration, certificate of incorporation and a business license
- b) certified or notarized copies of the bidder's tax registration and tax clearance certificate
- c) a list of all directors of the bidding company
- d) the principal shareholders of the bidding company, or list of partners or the proprietors as may be appropriate
- e) a signed statement that the bidder does not have a conflict of interest in relation to the procurement
- f) a signed statement that the bidder, or any of its directors or officers, have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter in to a procurement proceedings and
- g) A signed statement that the bidder is not debarred from participating in Public procurement.

#### **3.0 Eligible Goods**

- 3.1** All goods to be supplied under the contract shall have their origin in eligible source countries.

**3.2** For purposes of this clause, “origin” means the place where the goods are Mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

The origin of goods is distinct from the nationality of the tenderer.

#### **4.0 Cost of Tendering**

**4.1** The tenderer shall bear all costs associated with the preparation and Submission of its tender, and the County Government of Busia, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

#### **5.0 The Tender Documents**

##### **5.1 Contents**

The tender document comprises the documents listed below and addenda Issued in accordance with clause 6 of these instructions to tenders.

Invitation for Tenders  
General information  
General Conditions of Contract  
Special Conditions of Contract  
Schedule of Requirements  
Technical Specifications  
Tender Form and Price Schedules  
Tender Security Form  
Contract Form  
Performance Security Form

**5.2** 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.

#### **6.0 Clarification of Documents**

A prospective tenderer requiring any clarification of the tender document May notify the County Government of Busia in writing or by cable (hereinafter, the term cable is deemed to include telex and facsimile) at the entity's address indicated in the invitation for tenders. County will respond in writing to any request for clarification of the tender documents, which it receives no later than twenty one (14) days prior to the deadline for the submission of tenders, prescribed by the County. 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.

## **7.0 Amendment of Documents**

7.1 At any time prior to the deadline for submission of tenders, the County, 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.

7.2 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.

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

## **8.0 Preparation of Tenders**

### **8.1 Language of Tender**

The tender prepared by the tenderer, as well as all correspondence and Documents relating to the tender exchanged by the tenderer and the Busia County, 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 purpose of interpretation of the tender, the English translation shall govern.

## **9.0 Documents Comprising the Tender**

9.1 The tender prepared by the tenderer shall comprise the following Components:

9.2 A Tender Form and a Price Schedule completed in accordance with paragraph 10, 11 and 12 below.

a) 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.

b) 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

c) Tender security furnished in accordance with paragraph 14.

d) Confidential business questionnaire

## **10.0 Tender Form**

The tenderer shall complete the Tender Form and the appropriate price Schedule furnished in the tender documents, indicating the goods/services To be supplied, a brief description of the goods/services, their country of origin, quantity, and prices.

### **11.0 Tender Prices**

The tenderer shall indicate on the appropriate Price Schedule the unit Prices and total tender price of the goods/services it proposes to supply under the contract.

Prices indicate on the Price Schedule shall be entered separately in the Following manner:

- a) The price of the goods/services quoted EXW (ex works, ex factor, ex warehouse
- b) ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable
- c) Charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and
- d) Prices quoted by the tenderer shall remain fixed during the term 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.
- e) where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

### **12.0 Tender Currencies**

Prices shall be quoted in the following currencies:

For goods/services that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya shillings or in another freely convertible currency.

### **13.0 Tenderers Eligibility and Qualifications.**

- a) Pursuant to paragraph 1 of section A, tenderer shall furnish, as part of itsTender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- b) The documentary evidence of the tenderers eligibility to perform the contract if its tender is accepted shall Establish to the Busia County satisfaction that the tenderer, has the financial and technical capability necessary to perform the Contract
- c) The documentary evidence of the tenderers qualifications to perform the Contract if its tender is accepted shall establish to the Busia County satisfaction: that, in the case of tenderer offering to supply goods/services under the contract which the tenderer did not

manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer of producer to supply the goods/services:

d)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.

### **13.1 Goods'/Service Eligibility and Conformity to Tender Document**

Pursuant to paragraph 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/services, which the tenderer proposes to supply under the contract.

**13.2** The documentary evidence of the eligibility of the goods/services 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/services 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/services;
- 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 the Busia County; and
- c) A clause-by-clause commentary on the Busia County 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.

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 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.

The tenderer security is required to protect the County Government of Busia against the risk of Tenderer's conduct, which would warrant the security's forfeiture, pursuant to paragraph 14.6.

**14.0** The tender security shall be denominated in Kenya shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, in the form provided in the tender documents or another form acceptable to the CGB and valid for thirty (30) days beyond the validity of the tender.

**14.1** Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by the CGB as non responsive.

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

**14.3** The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of;

- a) A bank guarantee
- b) Cash
- c) Such insurance guarantee approved by the authority
- d) Letter of credit

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 the CGB 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.

### **15.0 Validity of Tenders**

Tenders shall remain valid for 90 days or as specified in the tender

Documents after date of tender opening prescribed by the CGB, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by the CGB as nonresponsive.

In exceptional circumstances, the CGB May solicit the tenderer's consent to an extension of the period of validity. The request and the responses there to shall be made in writing. The tender.

#### **15.1 Submission of Tender**

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.

**15.2** 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 indicate by written power-of attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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.

16.1 The inner and outer envelopes shall be addressed to the County Secretary, Busia County at the following address:

**THE COUNTY SECRETARY  
COUNTY GOVERNMENT OF BUSIA  
P.O BOX PRIVATE BAG  
BUSIA (K)**

Or be deposited in the tender box located on 1<sup>st</sup> floor of Governor's Office and bear: **Repair and Maintenance Computers /Printers, BSA/CG/36/2017/2018-2019/2020**

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

17.0 if the outer envelope is not sealed and marked as required by paragraph 15.1 the procuring Entity will assume no responsibility for the tender's misplacement or premature opening.

17.1 Deadline for Submission of Tenders

Tenders must be received by the County Government of Busia At the address specified under paragraph 17.2 not later **than the aforementioned date and time.**

17.2 The County Government 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 the Busia County and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.



## **18.0 Modification and withdrawal of Tenders**

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

**18.2** 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.

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

**18.3** No tender may be withdrawn in the interval between the deadline for submission the Tender form. Withdrawal of tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 14.6.

## **19.0 Opening and Evaluation of Tenders**

### **Opening of Tenders**

The County Government will open all technical bids in the presence of tenderers' representatives who choose to attend, immediately after **the aforementioned date and time at the County Boardroom.**

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

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

The County Government of Busia will prepare minutes of the tender opening.

## **20.0 Clarification of Tenders**

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

Any effort by the tenderer to influence the Procuring entity in the Busia County tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

### **20.1 Preliminary Examination**

The County Government of Busia 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.

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

The County Government of Busia 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.

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

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

## **21.0 Evaluation of Comparison of Tenders**

The County Government of Busia will evaluate and compare the tenders which have been determined to be substantially responsive.

The comparison shall be of the price including all costs as well as duties and taxes payable on all materials to be used in the provision of services

The County Government of Busia evaluation of a tender will exclude and not take into account:

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; and

Any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf 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/services.

The County Government 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 the technical specifications:

Delivery schedule offered in the tender;

Deviations in payment schedule from that specified in the special conditions of Contract;

The cost of components, mandatory spare parts, and service;

The availability in Kenya of spare parts and after-sales services for the equipment offered in the tender;

Pursuant to paragraph 23 the following evaluation methods will be applied:

**a) Spare parts and after sales service facilities.**

Tenderers must offer items with service and spares parts 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/services supplied.

## **22.0 Contacting the Procuring Entity**

Subject to paragraph 32, not tenderer shall contact the County Government of Busia on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

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

## **23.0 Award of Contract**

### **Post-Qualification**

In the absence of pre-qualification, the County Government of Busia 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.

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 tenders qualifications submitted by the tenderer, as well as such other information as the County Government deems necessary and appropriate.

An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of tenderer's tender, in which

event the County Government will proceed to the next lowest evaluated tender to make a similar determination of that tenderer's capabilities to perform satisfactorily.

#### **24.0 Award Criteria**

The County Government 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.

26.0 The County Government reserves the right at the time of contract award to increase or decrease the quantity of goods/services originally specified in the Schedule of requirements without any change in Unit price or other terms and conditions.

28.0 The County Government 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 tenders of the County's action.

#### **29 Notification of Award**

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

The notification of award will signify the formation of the Contract subject to signing of the Contract between the tenderer and Busia County. Simultaneously the other tenderers shall be notified that their tenders have been unsuccessful

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

#### **30. Signing of Contract**

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

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

The parties to the contract shall have it signed within 30 days from the date of notification of Contract award unless there is an administrative review request.

#### **31. Performance Security**

Within thirty (30) days of the receipt of notification of award from the Busia County, 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 County.

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 the County may make the award to the next lowest evaluated Candidate or call for new tenders.

### **32. Corruption Fraudulent Practices**

32.1 The County Government of Busia requires that tenderers Observe the highest standard of ethics during the procurement process and execution of contracts in pursuance of this policy, the Busia County:-

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

“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

“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 Busia County, and includes collusive practice among tenderers’ (prior to or after tender submission) designed to establish tender prices at artificial noncompetitive levels and to deprive the County of the benefits of free and open competition;

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;

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.

## **Section B General Conditions of Contract**

### **1. Definitions**

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

“The Contract” means the agreement entered into between the County 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.

“The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

“The Goods” means all of the equipment, machinery, and/or other materials/services, which the tenderer is required to supply to the County.

“The County Government of Busia” means the organization purchasing the Goods/services under this Contract.

“The tenderer” means the individual or firm supplying the Goods under this Contract.

**2. Application**

These General Conditions shall apply in all Contracts made by the County Government of Busia for the procurement of goods/services.

**3. Country of Origin**

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

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

**4. Standards**

The goods/services 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 the County Government of Busia 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 the County Government in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

5.2 The tenderer shall not, without the County 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 the County Government and shall be returned (all copies) to the County Government on completion of the Tenderer’s performance under the Contract if so required by the County Government of Busia.

**6. Patent Rights**

The tenderer shall indemnify the County against all Third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the Goods/services or any part thereof in the County.

**7. Performance Security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the Successful tenderer shall furnish to the County Government the performance security in the amount specified in Special Conditions of Contract.

7.2 The proceeds of the performance security shall be payable to the County Government 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 the CGB 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 County, in the form provided in the tender documents.

7.4 The performance security will be discharged by the County 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**

The County Government of Busia or its representative shall have the right to inspect and/or to test the Goods/services to confirm their conformity to the Contract specifications. The County 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 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 productions data, shall be furnished to the inspectors at no charge to the County Government.

Should any inspected or tested Goods/services fail to conform to the specifications, the County may reject the Goods/services, and the tenderer shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the County Government.

8.4 The County 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 Busia County 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 Tenderer shall provide such (where applicable) 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**

Delivery of the Goods/services shall be made by the tenderer in Accordance with the terms specified by Busia County 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 Payment shall be made promptly by Busia County as specified in the contract.

**13. Prices**

13.1 Prices charged by the tender 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**

The tenderer shall not assign, in whole or in part, its obligations to perform Under this contract, except with the County prior written consent.

**15. Subcontracts**

The tenderer shall notify the County Government of Busia in Writing of all subcontracts awarded under this Contract if not already Specified in 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 The County Government of Busia 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:

If the tenderer fails to deliver any or all of the goods/services within the period(s) specified in the Contract, or within any extension thereof granted by the County.

If the tenderer fails to perform any other obligation(s) under the Contract. If the tenderer, in the judgment of the County Government has engaged in corrupt or fraudulent practices in competing for or in executing the contract.



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

**17. Liquidated Damages**

17.1 If the tenderer fails to deliver any or all the goods/services within the Period(s) specified in the contract, the County Government of Busia 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/services. After this the tenderer and or the County Government of Busia may consider termination of the contract.

**18. Resolution of Disputes**

The County Government 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.

If, after thirty (30) days from the commencement of such 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 Contracts the result of an event of Force Majeure.

**Section C. Schedule of Requirements**

County Government of Busa will require the selected Bidder to provide Repair and Maintenance of Computers /Printers Services for the following activities;

Provide Repair and Maintenance of Computers /printers (As attached)

a) Instructions on Submission of Bids

Two-Envelope Bid

The Tender must submit a two-envelope bid in the following format:

**Technical:-** `Comprising of the following documents

- Tender Notice
- Invitation for Tender
- Tender security

Duly completed Confidential Business questionnaire and supporting documents as requested in the evaluation criteria.

Tenderer should also submit **TECHNICAL SCHEDULE of the services they provide in detail**

Financial: - Comprising of  
Tender Form and Price Schedules which should include all taxes.

Sealing and Marking of Bids

The inner envelopes should be clearly marked.

**b) Tender Responsiveness Criteria**

The submission of the following documents will be evaluated in the Determination of tender responsiveness and the following requirements are Mandatory to be submitted by bidder to be evaluated further.

**MANDATORY REQUIREMENTS**  
*(Provide Certified Copies of Documents)*

No.	Criteria	Requirements	Marks	Total Qualification Marks
<b>1</b>	<b>Eligibility (Must meet all requirements, failure to which will lead to disqualification)</b>			
1.1	Certificate of incorporation	Proof of incorporation attached	Must meet requirement	
1.2	Form of tender signed and stamped	Form of tender signed and stamped	Must meet requirement	
1.3	Tender Documents must be serialized/Numbered	Pages of the standard tender documents must be numbered	Must meet requirement	
1.4	Confidential Business Questionnaire dully filled	Must fill Business questionnaire in the format provided	Must meet requirement	
1.5	Sanctity of the tender document	Tender document must be neat and binded	Must meet requirement	

***NB: Only Bidders who have complied with above Mandatory requirements will be Evaluated Further, Failure to comply will lead to disqualification .***

**TECHNICAL EVALUATION**

	<b>EVALUATION ATTRIBUTE</b>	<b>SCORE</b>	
	Serialization of pages---30Mks Pages not serialized..0Mks	30	
	Experience -----3 years and Above 20Mks 2 Years-----15 Mks 1 Year-----5 Mks	20	
	Form of tender Signed and Stamped----- 30 Mks Form of tender not signed and stamped—0 Mks	30	
	Sanctity of the tender document	20	
	<b>TOTAL</b>	<b>100</b>	

***NB : Only Bidders Who have Obtained 70 points and above will be considered for award***

**Section D. Tender Security Form**

Whereas.....(name of the tender)  
 (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  
 .....(hereinafter called “the Bank”), are bound unto.....  
 {name of Procuring Entity} (hereinafter called “the procuring entity”) in the sum  
 of.....  
 for which payment well and truly to be made to the said CGB, the bank binds itself, its  
 successors, and assigns by these presents. Sealed with the Common Seal of the said Bank  
 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 validity specified by the CGB during the period of tender validity.

Fails or refuses to execute the Contract Form, if required; or  
Fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

We undertake to pay to the CGB up to the above amount upon receipt of its first written demand, without the CGB having to substantiate its demand, provided that in its demand the CGB 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}

### GENERAL CONDITIONS CONTRACT

1 (I) In these conditions, except where the context otherwise requires:

“articles” means all articles, plant, equipment, materials, items,  
which the Contractor is required under contract to supply:

*Definitions, etc* service

“CGB” means the County Government of Busia.

(ii) Any notice or other communication whatsoever which the CGB is required to give or make to the Contractor at the last known place of abode or business of the contract, and if the letter is not returned through the post undelivered, such notice or communication shall be deemed for the purpose of the contract to have been given or made at the time at which the letter would in the ordinary course of post have been delivered.

2. The contract shall be considered as a contract made in Kenya subject to the law of Kenya.

*Transfer and* and

*assignment*

3. The Contractor shall not give, bargain, sell assign sublet or otherwise dispose of the contract or any part thereof or the benefit or advantage of the contract or any part thereof without the previous consent in writing of the County.

*Law of*

*contract*

4. The Contractor warrants all articles delivered to be free from defect of material or workmanship and this warrant shall survive any inspection, delivery, acceptance or payment by the CGB or the articles.

*Warranty*

5(i) The articles delivered shall be of the quality, standard or specification described in the tender and where samples form part of the contract shall in all respects confirm to sample.

(ii) All articles, material, workmanship or services covered by this contract shall be subject to the CGB's inspection and test at all times before, during or after manufacture. The Contractor's shall furnish without extra charge all

Reasonable facilities and assistance for safe and convenient

Inspection or tests required by appointed inspectors. Such inspections may be carried out on the contractor's premises or at such other place as deemed appropriate by inspectors. The CGB shall have the right to reject or, in its discretion, to require the correction or replacement of articles, materials, workmanship or services which are defective or do not confirm to the specified requirements or this contract. All rejects shall be held at the Contractor's risk and expense including all transportation and handling costs until returned to or corrected by the contractor. All rejects shall be replaced or rectified and made good at the

contractor's expense within the replacement period to the full satisfaction of the inspectors and in conformity with the standards, specification or samples specified in this contract.

- (iii) Should the articles or any portion of them offered or delivered by the contractor be reasonably rejected by the officer to whom the contractor has been ordered to deliver them, as not being equal to the quality, standard/ specification contracted for, or as being of a quality inferior to that of the samples where samples form part of the contract, the contractor shall forthwith at his own expense remove the rejected articles and shall within the replacement period replace them with a quantity which meet the specified requirements.
  - (iv) In the event of the contractor failing to remove such rejected articles within 14 days of notification of the rejection the CGB shall be at liberty to return them at the contractor's risk, the cost of carriage being recoverable from the contractor.
  - (v) In the event of a rejection of any of the articles whereby the contractor considers himself aggrieved he may, within eight days of the receipt of notification or rejection and before such articles have been removed, give the CGB notice of objection. It shall be a condition precedent to consideration by the CGB of the contractor's objection that the contractor shall give notice of his objection within the said time. If the contractor gives notice as aforesaid the articles shall not be removed until the CGB so directs.
6. The CGB shall at all times have title to all drawings and specifications furnished by the Government to the contractor and intended solely for use in connection with this contract. The contractor shall use such drawings and specifications only in connection with this contract and shall not disclose such drawings and specifications to any person or company other than those authorized by Government or to the contractor's employees, sub-contractors or CGB inspectors. The contractor shall upon the CGB's request or on completion of the contract promptly return all drawings and specifications to the Government.
7. Should the contractor fail to supply any of the articles on the dates or within the period or periods specified thereof, or should he fail to replace any rejected articles as required by the contract, the contractor shall be liable to make good any reasonable price (whether greater than the appropriate contract price or not)
- Damages  
for non*
- delivery etc* paid by the CGB in purchasing the articles on which default has been made, from a source other than the contractor. In such an event the CGB shall be at liberty to retain the amount of any loss or damage from money due by the CGB to the contractor but without prejudice to other methods or recovery open to the CGB.
8. (1) In case the contractor shall be in breach of any of the terms and conditions of this Agreement, or shall on any occasion fail in the due and punctual supply of any of the articles to be supplied under the contract, or shall repeatedly offer any articles of an inferior quality to that contracted for, or at any time fail to replace such articles when properly rejected, the contractor shall be at liberty by

notice in writing or otherwise to determine the contract, but without prejudice to the CGB's right to retention and recovery in respect of any loss or damage sustained.

(ii) should the contractor be prevented from fulfilling the contract owing to a contingency such as force majeure, lock out, enemy action, hostilities, prior or civil commotion or any other circumstance (whether or not of a similar nature to the foregoing) over which the contractor has no control the duty of the contractor to supply and deliver the said articles shall be suspended until such circumstances shall have ceased. Provided that at any time during the period of such suspension either party may serve upon the one month's notice of termination in writing and unless the contractor shall have resumed the supply and delivery of the said articles before expiry of such notice this agreement shall terminate in accordance with such notice.

9. Unless otherwise provided by the contract:

(i) The articles are required to be properly packed and packaged for long-term storage in containers suitable *packages* to protect the contents against damage through rough handling and for over storage in transit or whiles in store.

All containers (including packing cases, boxes, tins, drums and wrappings) supplied by the contractor shall be considered as non-returnable, and their cost as having been included in the contract price.

10. Any sums of moneys recoverable from, or payable by the contractor under the contract may be deducted from any sums then, or which at any time thereafter may become, due to the contractor under the contract with the CGB.

11. The CGB reserves the right to alter from time to time any specifications, patterns and drawings relating to the contract, and as from the date specified by it for any such alteration, the articles shall be in accordance with specifications, patterns and drawings so altered. In the event of such alteration involving an alteration in the cost of, or in the period required for, production, a revision of the contract or agreement or in the event of disagreement by an arbitrator appointed by the parties in relation to the articles which are the subject of the alteration, but in all other respects the contract shall remain unaltered.

*Recovery of sums due*

The contractor shall, in respect of all persons employed anywhere by him in the execution of the contract, and further in respect of all persons employed by him otherwise than in execution of the contract in every factory, workshop or place occupied or used by him for *Alteration of the specification etc* execution of the contract, observed and fulfil the conditions enacted under the Labour Laws of Kenya.

The prices to charged for the goods or services Rendered shall be those specified on the Contractor's tender documents dated ..... *prices*  
Variations will be considered in the following Circumstances:

In the event of any alteration of Customs Duty or Value Added Tax in Kenya affecting any item mentioned in the annexed documents being made law during the tendency of this contract, rate or rates contracted for and specified said documents relating to any such shall be revised and a new rate fixed by mutual agreement subject to the following

*Variation the  
in in the  
customs items  
duty or  
Sales provisions: tax.*

In the case of "rated" items, the full increase Of Customs Duty or Sales Tax proportionate To the rate quoted in the documents hereto shall be added to or deducted from the said rate.

In the case of items on which Customs Duty Or Sales Tax is charged ad valorem, the full Percentage increase or decrease shall be Calculated on the actual cost, and the Proportionate increase or decrease so Obtained shall be added to or deducted From the said rate as originally quoted.

In the event, however, of the contractor Holding, on the date of the alteration of the Customs Duty or Sales Tax to stocks of any Item contacted for whereon Customs Duty or Sales Tax had already been paid at the rates ruling prior to such date, the item shall be supplied at the rates ruling prior to such date, the item shall be supplied at the rates contracted for and specified in the said documents until such stocks have been exhausted.

Should any official change be made in the Value of the Kenya Shilling during the Pendency of this contract which directly affects the price of any item mentioned in the said documents, the full percentage increase or decrease shall be added to or quoted on production of supporting documents.

*Currency  
reevaluation  
or  
devaluation  
deducted from the rate as*

Normal currency fluctuations in the Exchange rates between the Kenya Shilling and the currencies quoted in the tender documents shall not affect the prices *specified on the said documents unless the* condition, "substantial" means a currency fluctuation of 5 percent above or below that ruling and the time of submitting the tender documents. In the event of such an occurrence, and Provided that there has been no breach or Overt frustration of any condition of this Contract, the proportionate increase or Decrease, calculated on the c.i.f cost ruling on the date of importation of the goods, shall be added or deducted from the said price as originally quoted.

*Currency  
fluctuation*

If the contractor to make representations for

contract price variation in accordance with the provisions under this clause, he shall give prompt notice to the CGB of the event or occurrence on which he proposed to be his claim. The Contractor shall not proceed with the contract shall be prepared to produce documentary evidence to substantiate his claim.

IN WITNESS WHEREOF: .....

for and on behalf of CGB being hereunto lawfully authorised, and the said

.....

have hereunto set their hands the day and year above written.

Name ..... Signed .....

Accounting Officer/ Receiver of Revenue

In the presence of

Name ..... Signed .....

Commissioner General

Name ..... Signed .....

Contractor

In the presence of:

Name ..... Signed .....

Witness

**SECTION F: 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/services) (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 you first written demand declaring the tenderer to be in default under the contract and without civil or argument, any sum and 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)

.....

**SECTION H - SPECIAL CONDITIONS OF CONTRACT**

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.

Individual procuring entities will indicate the special conditions under this section (where applicable).

**Bid validity and taxes**

**Validity**

Bids shall remain valid for at least ninety (90) days from the date of bid opening. The bid validity period may be extended by mutual consent. No bid may be withdrawn during this period without giving valid reasons.

**Taxes**

Prices quoted must be inclusive of all taxes as appropriate.

I/ We the undersigned agree to abide by all the above stated conditions.

Name .....

Signature .....

Date .....

**Section J. Tender Form**

(i) Form of Tender

Date:.....

Tender No.....

To:.....

.....  
{name and address of Busia County}

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 undersigning 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/services 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.....(Busia County).

4. We agreed 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 execute, 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 \_\_\_\_\_

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated in part 1 and either part 2 (a), 2 (b) or 2  
(c) whichever applies 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.....

Attach copy of certificate of incorporation or Registration Certificate.

Location of business premises.....

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

Postal Address.....Tel. No.....  
Nature of Business.....

\*Current Trade Licence No.....Expiring date.....

\*PIN No.....

\*VAT Certificate No.....

\*Attach copies

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

Name of the your Bankers.....Branch.....  
Part 2(a) - Sole Proprietor:

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

PIN No.....

Nationality.....Country of origin.....

\*Citizenship details.....

Part 2 (b) - partnership:

Give details of partners as follows:

Name	PIN No.	Nationality	Citizenship Details	Shares
------	---------	-------------	---------------------	--------

1.....

2.....

3.....

4.....

Attach copy of PIN certificate

Part 2 © - Registered Company:

Private or public.....

State the nominal and issued capital of the company

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

Name	PIN NO.	Nationality	Citizenship Details	Shares
------	---------	-------------	---------------------	--------

1.....

- 2.....
- 3.....
- 4.....

Attach copy(ies) of PIN certificate

Date.....Signature of Tenderer.....

If Kenya Citizen, indicate under "Citizen Details" whether by Birth, Naturalization or Registration.

**TERMS OF REFERENCE (TOR)**

**Computers**

- Record Serial Numbers
- Clean the CPU (Internal & External) using recommended solutions and lubricants e.g. Foam Clene and WD40
- Clean the cables
- Take note of interior components and fix where necessary
- Carry out application tuning and disk utilities
- Update drivers where necessary
- Run virus checks and clean appropriately
- Fill Equipment Service Form for each computer describing peculiar issues and solutions provided

### **Printers, Monitors & UPS**

- Record Serial Numbers
- Clean (both Internal & External) using non-reactive solutions and lubricants ☑  
Clean the cables
- Take note of interior components (capacitors, rollers, battery etc) and fix where necessary
- Fill Equipment Service Form for each equipment describing peculiar issues and solutions provided

### **Photocopier Servicing**

1. Make 3 test copies before you commence the exercise
2. Service areas around the Drum
3. Carefully and lightly brush and vacuum loose toner and dust from all accessible areas inside of the machine. Be careful to keep vacuum nozzle at least 2 inches away from delicate electronic components and circuit boards. Any static electricity may damage these sensitive components.
4. Locate and carefully clean the Corona Charge Wire Assemblies.
5. Locate and clean heated Fuser Rollers in paper exit area of machine. If the upper and lower rollers are found to have wear or are scratched record and give recommendations as appropriate. Clean the hardened toner buildup from the underneath side that contacts the roller where necessary.
6. Clean Paper Feed Tires (cassette area) and rubber drive rollers (inside machine) and lubricate where necessary with Rubber Rejuvenator.
7. Clean Copyboard Glass with Anti-static Glass Cleaner and appropriate towels. Where possible clean all optical mirrors and lenses.
8. Clean and lubricate Scanner shafts, Lens shafts, slide rails, and pads. Use a small amount of lightweight machine oil for lubricating scanner and lens shafts.
9. Clean ADF Belt or Copyboard Pad with appropriate Belt / Pad Cleaner.
10. Thoroughly, clean the machine exterior
11. Check out photo-Conductor Unit and advise accordingly
12. Run test copies and attach together with the initial prints to the job-card.
13. Make copy quality adjustments according to your manual or official service sheet.