

COUNTY GOVERNMENT OF BUSIA



**COUNTY ASSEMBLY OF BUSIA OFFICE OF THE
CLERK OF THE COUNTY ASSEMBLY P.O BOX 1018-
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**TENDER DOCUMENT
FOR**

**SUPPLY AND DELIVERY OF
OFFICE STATIONERY**

TENDER NO: BSA/CA/14/2018/2020

FY 2019-2020

FRAMEWORK AGREEMENT

TENDER SUBMISSION DEADLINE: WEDNESDAY, 31ST JULY 2019 AT 10:00AM

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Introduction

- 1.1 This Standard Tender Document for supply of goods services, and equipment has been prepared for use by **County Assembly service Board of Busia**.
- 1.2 The following general directions should be observed when using the document.
 - (a) Specific details should be furnished in the tender notice and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options
 - (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.
- 1.3
 - (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.
 - (c) The Invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following an advertisement of a prequalification tender

SECTION I INVITATION TO TENDER
DATE 15th July, 2019

TENDER REF NO: *BSA/CA/09/2018/2019-2020*
TENDER NAME: *SUPPLY AND DELIVERY OF OFFICE STATIONERY*

- 1.1 The **Busia County Assembly** invites sealed bids from eligible candidates for supply of **Supply and Delivery of Office Stationery**. This tender is open to all eligible suppliers.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **Busia County Assembly Procurement Office, located along Kisumu-Busia road**, during normal working hours.
- 1.2 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of **Kshs. 1,000** in cash payable to Cash Office, Busia County Assembly or downloaded free of charge from the county assembly's website www.busiaassembly.go.ke or **IFMIS SUPPLIERS PORTAL** (supplier.treasury.go.ke)
- 1.3 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box located next to the Customer Care Desk at the Busia County Assembly or be addressed to:

**THE CLERK TO BUSIA COUNTY ASSEMBLY,
P.O BOX 1018
BUSIA (K)**

so as to be received on or before **Wednesday, 31st July 2019 At 10:00am**

- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 30 days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **Busia County Assembly Hall**

SIGNED
Clerk to County Assembly of Busia

SECTION II - INSTRUCTIONS TO TENDERERS
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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the invitation to Tenderers. Successful tenderers shall complete the supply of goods by the intended completion date specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods/equipment are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods/equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.3.4 The procuring entity shall allow the tenderers to review the tender document free of charge before purchase.

2.4. **The Tender Document**

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire
- (xiv) Declaration form
- (xv) Request for Review Form

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 **Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

2.6 **Amendment of Documents**

- 2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 **Language of Tender**

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

2.8 **Documents Comprising of Tender**

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
 - (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (d) tender security furnished in accordance with paragraph 2.14
 - (e) confidential Business Questionnaire

2.9 **Tender Forms**

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

2.10 **Tender Prices**

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:-

- (i) The price of the equipment quoted EXW (ex work, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable.
- (ii) Charges for inland transportation, insurance, and other local cost incidental to delivery of the goods to their final destination; and
- (iii) Installation charges shall also be indicated separately for each equipment.

2.10.3 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 2.22 unless otherwise agreed by the parties.

2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

Tender will be based on meeting the minimum requirements to pass in the criteria set as shown below. The declaration will be either pass or fail regarding the applicant's general and particular experience, personnel and equipment capabilities and financial position and other mandatory requirements which include:-

- (a) Certificate of incorporation/Registration
- (b) Valid Tax Compliance certificate
- (c) Business Permit
- (d) Company Profile
- (e) Testimonials of relevant past experience
- (f) Valid registration certificate from public work/national construction authorities for contractors
- (g) Receipt of tender documents

As demonstrated by the applicants response in the form provided in appendices and submitted with the letter of application.

The procuring entity reserves the right to waive minor deviation if they do not materially affect the capability of an applicant to perform the contract.

The applicant shall demonstrate that it has access to, or has available, liquid assets, lines of credit and other financial means sufficient to meet the requirements of execution of the supply or tender under this area. To achieve this, audited accounts for at least the last two years shall be submitted and must demonstrate the soundness of the applicant's financial position, showing long-term profitability.

The names pertinent information and C.V of the key personnel for individual or group to execute the contract must be indicated in form 3.

The applicant must provide accurate information on any litigation or arbitration resulting from contracts or tenders completed or under its execution over the last five years. A consistent history of awards against the applicant or any partner of a joint venture may result in failure of the application.

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

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

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

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

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

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and

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

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

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

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

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

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

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

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

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

2.14.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) In the case of a successful tenderer, if the tenderer fails:

- (i) to sign the contract in accordance with paragraph 2.27or
- (ii) to furnish performance security in accordance with paragraph 2.28
- (c) If the tenderer rejects correction of an arithmetic error in the tender.

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

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

2.16 Format and Signing of Tender

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

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

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:
- (b) bear, tender number and name in the Invitation for Tenders and the words, “**DO NOT OPEN BEFORE,**” **Wednesday, 31st July 2019 At 10:00am**

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

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

2.18 **Deadline for Submission of Tenders**

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **Wednesday, 31st July 2019 At 10:00am**

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

2.19 **Modification and Withdrawal of Tenders**

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

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

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

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

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

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

2.20 **Opening of Tenders**

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Wednesday, 31st July 2019 At 10:00am** and in the **Busia county Assembly premise**

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

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

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

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

2.22 Preliminary Examination

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

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

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

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to

all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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

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

2.25 Preference

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

2.26 Contacting the Procuring entity

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

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

2.27 Award of Contract

(a) Post-qualification

- 2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

- 2.27.4 The Procuring entity will award the 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.
- 2.27.5 To qualify for contract awards, the tenderer shall have the following:-
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being.
 - (b) Legal capacity to enter into a contract for procurement.
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in procurement.

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

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

(d) **Procuring entity's Right to Accept or Reject Any or All Tenders**

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

2.28 Notification of Award

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

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

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

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

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

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

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 **Corrupt or Fraudulent Practices**

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

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

2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<i>Open to all tenderers</i>
2.14.1	<i>Indicate particulars of tender security</i>
2.18.1	<i>Closing date; Wednesday, 31st July 2019 At 10:00am</i>
2.29.1	<i>As in 2.18.1 above</i>
2.29.1	<i>Indicate particulars of performance Security</i>

SECTION III: GENERAL CONDITIONS OF CONTRACT
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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

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

(c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.

(d) “The Procuring entity” means the organization purchasing the Goods under this Contract.

(e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment to that they are not super ceded by provisions of other part of contract

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

- 3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderers performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

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

3.7 Performance Security

- 3.7.1 Within thirty (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderers failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

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

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

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

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

3.13 Prices

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

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

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

3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

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

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Termination for convenience

3.18 Liquidated Damages

3.181 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.182 Resolution of Disputes

3.182.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.182.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.183 Language and Law

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

3.184 Force Majeure

3.184.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.22.1 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1. EVALUATION CRITERIA

Mandatory requirements for preliminary evaluation

The following shall be mandatory without which a bidding firm shall not proceed to technical evaluation.

1. Certificate of Incorporation/Registration
2. Valid Tax Compliance Certificate or Exemption Certificate
3. Current Business Permit
4. Audited accounts for the last three years
5. Bank Statements for the last 12 months ending 30th May 2019
6. Company profile
7. Certificate from Access to Government Opportunities (AGPO)
8. Dully completed confidential business questionnaire
9. Duly filled, signed and stamped Tender form in the format provided
10. Duly filled self declaration form.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: The tender is open to eligible bidder
2.10	Particulars of other currencies allowed – N/A.
2.11	Particulars of eligibility and qualifications documents of evidence required – i) Certificate of Registration/Incorporation ii) Certificate of valid tax compliance iii) VAT Certificate iv) Business Permit
2.12.3	Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by PPOA
2.22	Evaluation Criteria The following requirements must be met by the tenderer notwithstanding other requirements in the tender documents:-
2.24	

Particulars of post – qualification if applicable. BCA may inspect the Premises and /or check the accuracy of any or all information provided by the bidder before awarding a contract.

EVALUATION CRITERIA

The following requirements must be met by the tenderer not With standing other requirements in the tender documents:-

NO	REQUIREMENT	RESPONSIVE/NON RESPONSIVE
MR1	Must Submit a copy of certificate of Registration/Incorporation	
MR2	Must Submit a copy of valid Tax Compliance Certificate or Exemption Certificate	
MR3	Must Submit a copy of a valid and current Business Permit	
MR4	Must Submit a Valid Pin Certificate.	
MR5	Must Fill the Price schedule in the format Provided	
MR6	Must Fill the Form of Tender in the Format Provided	
MR7	Duly filled or typed on own letter head, signed and stamped confidential questionnaire in format Provided	
MR8	Duly filled Self Declaration Form	
MR9	Proof for special groups-Youth, Women and Persons With Disabilities(Provide proof of certificate as per the appropriate group from Access to Government Procurement Opportunities)	
MR10	Audited financial statements and auditor’s report for the last 3 years signed and stamped by a	

	<p>practicing Certified Public Accountant CPA (K) Or Submit Bank statements for the last 12 months ending 30th May 2019 Or A valid financing commitment for this specific procurement issued by a recognized financial institution(Including SACCOS,Deposit taking micro-finance and Youth or Women Enterprise Fund.</p>	
MR 11	<p>Tender document must be Serialized/numbered(Printed not Handwritten)</p>	

At this stage, the tenderer's submission will either be responsive in the entire mandatory (MR) requirements above or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

b) TECHNICAL EVALUATION

This will be the first stage of Technical Evaluation and will carry a total of 70 marks. Bidders Must score a minimum of 49 out of the 70 marks (Equivalent to 70%) to proceed to the next stage of evaluation.

NO.		
1	<p>CERTIFICATION</p> <p>Provide a valid copy of Certificate of Access to Government Procurement Opportunities (AGPO)</p>	30
2	<p>FINANCIAL CAPACITY</p> <p>Financial Strength: Bank statements statements for the last 12 months ending 30th May 2019 (10 marks)</p> <p>Or</p> <p>Audited financial statements and auditor's report for the last 3 years ending 30th May 2019 (10 marks)</p> <p>Or</p> <p>A valid financing commitment for this specific procurement issued by a recognized financial institution(Including SACCOS,Deposit taking micro-finance and Youth or Women Enterprise Fund.(10 marks)</p>	10
4	<p>PHYSICAL ADDRESS</p> <p>Physical Facilities: Provide details of physical address and contacts – attach evidence; Details of physical address and contacts with copy of lease documents – (10 marks)</p>	10
5	<p>COMPANY PROFILE</p> <p>Managerial and Key Personnel Competency: Details of at least 2 staff members –Attach relevant CVs and Certificates (4 marks each Max. 8 marks).</p>	10

	Organizational Chart (2 marks) Provided -2 Not provided-0	
6	Serialization/Pagination	10
	TOTAL	70

A bidder MUST attain at least **70% (49 out of 70 marks)** in the Technical Evaluation to be considered for the Financial Evaluation.

Only those bids that will have met the minimum technical requirements will be considered for the Financial Evaluation.

FINANCIAL EVALUATION

The formulae for determining the Financial Score (Sf) shall be as follows:

$Sf = 100 \times Fm/F$ where Sf is the financial score; Fm is the lowest priced financial and F is the price under consideration.

Weighted Technical and financial score

Evaluation will be ranked according to their combined weighted technical (***St***) and financial (***Sf***) scores using the weights (***T* = 0.70**, is the weight given to the Technical score; ***P* = 0.30**, is the weight given to the Financial score; and $T + P = 1$

The combined weighted technical and financial score, S, is calculated as follows:

$$S = (St \times T) + (Sf \times P)$$

Where **St is the Marks obtained in the technical score example 70 or 80 etc and**

Sf = 100 x Fm/F where Sf is the financial score; Fm is the lowest priced financial and F is the price score under consideration.

Recommendation for award

The firm achieving the highest combined weighted technical and financial score, will be recommended for award of the tender.

SECTION V - PRICE SCHEDULE FOR GOODS

Name of tenderer _____ Tender Number _____ Page __ of __

1	2	3	4	5	6	7
S/No.	Item Description	Specifications	Units of Measurement	Quantity	Unit price	Total Price EXW per item (cols. 4x5)
01	Foolscap paper	A4	Ream	1		
02	Transparencies	A4	Ream	1		
03	Photocopy paper	A4, 80 mg	Ream	1		
04	Photocopy paper	A3, 80 mg	Ream	1		
05	Conqueror Paper	A4	Ream	1		
06	Carbon paper	A4	Packet of 100	1		
07	Carbon paper	A5	Packet of 200	1		
08	Hard cover book	4 Quire	Each	1		
09	Hard cover book	3 Quire	Each	1		
10	Hard cover book	2 Quire	Each	1		
11	Note Books Shorthand	A4	Each	1		
12	Diaries Medium		Each	1		
13	Diaries Executive		Each	1		
14	Visitors book		Each	1		
15	Drafting pad	A4	Each	1		
16	Yellow stickers	Small size	Packet of 12	1		
17	Yellow stickers	Large Size	Packet of 12	1		
18	Envelops	A3, Khaki	Packet of 25	1		
19	Envelops	A4, Khaki	Packet of 25	1		

31 Supply of Stationary

20	Envelops	A5, Khaki	Packet of 25	1		
21	Envelop	9"X4"	Packet of 25	1		
22	Envelop	DL/Cheque	Packet of 25	1		
23	Box File	A4, Large	Each	1		
24	Box File	A4, Medium	Each	1		
25	Box File A5	A5	Each	1		
26	Spring Files Plastic	Plastic	Each	1		
27	Glue Paste	20 g stick	Each	1		
28	Glue Paste	36 g stick	Each	1		
29	Glue liquid	90 g bottle	Each	1		
30	Ink Stamp		Each	1		
31	Ink Pad		Each	1		
32	Endorsing Ink	25ml	Each	1		
33	Endorsing Ink	57ml	Each	1		
34	Endorsing Ink	114ml	Each	1		
35	Endorsing Ink	568ml	Each	1		
36	White board Markers	Packet of 10	Each	1		
37	Highlighter Markers	Packet of 10	Each	1		
38	Fountain Pen	Uses Ink	Each	1		
39	Biro Pen	fine Tipped	Each	1		
40	Biro Pen	Normal	Each	1		
41	Biro Pen	With Brown Ink	Each	1		
42	Pencil	2HB	Each	1		
43	Eraser	Medium	Packet of 12	1		
44	Pen holder		Each	1		
45	Correction fluid	20ml	Packet of 12	1		
46	Ruler	30cm	Packet of 12	1		

32Supply of Stationary

47	Paper Clips	Small size	Box of 100	1		
48	Paper Clip	Large size	Box of 100	1		
49	Urgent Stickers		1 Roll	1		
50	Very Urgent Stickers		1 Roll	1		
51	Document wallet	A4, Plastic	Each	1		
52	Document wallet	A4, non plastic	Each	1		
53	Staple Remover	Spoon type	Each	1		
54	Paper Pins	packet of 100g	Each	1		
55	Paper Punch	Small size	Each	1		
56	Paper Punch	Medium size	Each	1		
57	Paper Punch	Giant size	Each	1		
58	Stapler	Giant size	Each	1		
59	Stapler	Medium size	Each	1		
60	Stapler	Small size	Each	1		
61	Staple pins	Medium 24/6	Packet of 5000	1		
62	Staple pins	Giant 66/14	Packet of 5000	1		
63	Cello Tape	1 roll, Size 1/2 inch	Each	1		
64	Cello Tape	1 roll, Size 1 inch	Each	1		
65	Binding machine	Manual	Each	1		
66	Paper shredder		Each	1		
67	Note Books Shorthand	A5	Each	1		
68	Calculator Digital		Each	1		
69	Calculator Scientific	FX-82TL	Each	1		
70	Manila paper	A4	Box	1		
71	File Separator		Each	1		

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail

SECTION VI - STANDARD FORMS

Notes on the sample Forms

1. **Form of Tender**-The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
3. **Tender Security Form** - When required by the form included herein or in another format tender documents the tender shall provide the tender security either in the acceptable to the procuring entity.
- 4.**Declaration Form** -The declaration form must be completed by the tenderer and submitted with the tender documents. It must also be signed by duly authorized representatives of the tenderer

6.1 **FORM OF TENDER**

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by *(Procuring entity)*.

4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this _____ day of _____ 20_____

[signature] [in the capacity of]

Duly authorized to sign tender for an on behalf of _____

6.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE

Must be filled by all applicants or Tenderers’ who wish to participate in this tender.

Name of Applicant(s).....

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. Part 2(d) to 2(i/j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification of your tender or termination of your contract or debarment of your firm at your cost.

Part 1: General

Business Name
Location of Business premises
Physical Address.....
Town.....
Building.....
Floor.....
Street/Road.....
Plot No.
Postal Address
Postal Code.....
Fax No.....
Email address.....
Contact Person(Full
Names).....
Mobile No.....
Power of Attorney (Yes/No).....
If Yes, Attach Written Document
Nature of Business(Indicate whether manufacturer,
distributor).....
Current trade License..... Expiring date
KRA Pin No.....
Value of the largest single assignment you have undertaken to date(Ksh).....
Was this successfully undertaken?
Yes/No.....
(If Yes attach reference)
Name of your bankers Branch

Part 2(a) – Sole Proprietor

Your name in full Age
Nationality Country of Origin
Citizenship details

Part 2 (b) Partnership

Give details of partners as follows:

Name	Nationality	Citizenship details	No. of Shar
-------------	--------------------	----------------------------	--------------------

1.

2.

3.

4.

5.

Part 2(c) – 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 Nationality Citizenship details Share

1.

2.

3.

4.

5.

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by the County Assembly of Busia and any other public or private institutions.

Full Names

.....

Signature.....

Dated thisday of2019.

In the capacity of.....

Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Bankruptcy / Insolvency / receivership.

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Names.....

Signature.....

Dated thisday of2019.

In the capacity of.....

Duly authorized to sign Tender for and on behalf of

Part 2 (f) – Criminal Offence

I/We, (Name (s) of Director (s)):-

a)

b)

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 into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed

For and on behalf of M/s

.....

In the capacity of

Dated thisday of2019.

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (g) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

a)

b)

For and on behalf of M/s

In the capacity of

Dated thisday of2015

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (h) – Interest in the Firm:

Is there any person/persons in County Assembly of Busia or any other public institution who has interest in the Firm?
Yes/No

.....

(Title) (Signature) (Date)

Part 2(i) – Experience:

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or materials in **the years prescribed** and attach evidence of recommendation letters, local service order or letters of award to show past experience.

	Company Name	Country	Contract / Order No.	Value	Contact person (Full Names)	E-mail address	Cell phone No.
1							
2							
3							
4							

Part 2(j) – Manpower and Expertise

Attach company profile.

Part 2 (i or j) – Bank account details:

AGPO firms must provide evidence from their bank that the account to which County Assembly of Busia shall make payment has a youth or a woman or a PWD listed in the **CR12 form/partnership deed/sole proprietor certificate** as a MANDATORY signatory of that account,- **Sec.157 (11) of PPADA:**

Account No:.....**Name of the person(s) in the CR12 form OR in the partnership deed OR in the sole proprietor certificate**...../.....
ID No(s):...../.....**Signature and stamp of the authorized Banker Representative**.....**Date**.....

DECLARATION FORM

Date _____

To _____

The tenderer i.e. (name and address)

declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title

Signature

Date

(To be signed by authorized representative and officially stamped)

TENDER SECURITY FORM

Whereas.....[*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated.....[*date of submission of bid*] for the provision of insurance services (hereinafter called <the tender>

KNOW ALL PEOPLE by these presents that WE[*name of bank*] of[*name of country*], having our registered office at..... [name of procuring entity] (Hereinafter called <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, 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 procuring entity on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the procuring entity 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 tenders.

We undertake to pay to the procuring entity up to the above amount upon receipt of its first written demand, without the procuring entity having to substantiate its demand, provided that in its demand the procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

This tender 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 stated date.

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

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 insurance 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 a 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 of money 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 of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

