

**REPUBLIC OF KENYA**

**COUNTY GOVERNMENT OF KIRINYAGA  
P. O. BOX 260-10304  
KUTUS**



**TENDER NO: CGK/TR&PW/053/OT/2017-2018**

**OPEN TENDER**

**FOR**

**SUPPLY AND DELIVERY OF 1.NO FULLY EQUIPED  
WEIGHT AND MEASURES VAN**

**CLOSING DATE: FRIDAY 23<sup>RD</sup> FEBRUARY, 2018 AT  
10.00 A.M**

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## SECTION I - INVITATION TO TENDER

**TENDER NO.:** CGK/TR&PW/053/OT/2017-2018

Tender Name: **SUPPLY AND DELIVERY OF 1.NO FULLY EQUIPED WEIGHT AND MEASURES VAN**

The **County Government of Kirinyaga** invites sealed bids from eligible candidates for **Supply And Delivery Of 1.No Fully Equiped Weight And Measures Van**

- 1.1 Interested eligible candidates may obtain further information from and inspect the tender documents at, **County Secretary's Office, County Government of Kirinyaga P.O Box 260 -10304, Kutus** during normal working hours.
- 1.2 A complete set of tender documents may be obtained by interested bidders from the National Treasury Supplier Portal website <http://supplier.treasury.go.ke> or the County website [www.kirinyaga.go.ke](http://www.kirinyaga.go.ke). Bidders who download the documents from the website **MUST** forward their particulars ( Name, contacts, physical address and the tender no./description) immediately for recording and any further clarifications and addenda to **procurement@kirinyaga.go.ke**
- 1.4 Tenders must be accompanied by a Bid Security of 2% of the contract sum from a reputable bank or insurance firm approved by PPRA valid for an additional 30 days beyond the tender validity period.
- 1.5 The tenderers are required to submit **one (1 No.) original and two (2No.) copy** of the bid document and each page of the bid submitted should be duly serialized/paginated, well bound and intact.
- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at **County Headquarters, 1<sup>st</sup> floor, Kutus** or be addressed to; **The County Secretary, County Government of Kirinyaga, P.O Box 260 -10304**, So as to be received on or before **23<sup>rd</sup>, February, 2018 at 10.00a.m**
- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **(120 )** days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend at **The County Headquarters, 3<sup>rd</sup> floor, Conference room.**
- 1.7 Late bids **SHALL NOT** be accepted.

**Head, Supply Chain Management**

**For COUNTY SECRETARY**

SECTION II - INSTRUCTIONS TO TENDERERS

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**SECTION II - INSTRUCTIONS TO TENDERERS**

<b>2.1</b>	<b>Eligible Tenderers</b>
2.1.1	This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
2.1.2	The County Government Kirinyaga employees, committee members, and their relative (spouse and children) are not eligible to participate in the tender.
2.1.3	Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the (County Government Kirinyaga) 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 involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.
<b>2.2</b>	<b>Eligible Goods</b>
2.2.1	All goods to be supplied under the contract shall have their origin in eligible source countries.
2.2.2	For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its
2.2.3	The origin of goods is distinct from the nationality of the tenderer.
<b>2.3</b>	<b>Cost of Tendering</b>
2.3.1	The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the COUNTY GOVERNMENT KIRINYAGA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
2.3.2	The price to be charged for the tender document shall not exceed Kshs.1,000/=.
	2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before

<b>2.4</b>	<b>The Tender Document</b>
2.4.1	The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of <ul style="list-style-type: none"> <li>(i) Invitation to Tender</li> <li>(ii) Instructions to tenderers</li> <li>(iii) General Conditions of Contract</li> <li>(iv) Special Conditions of Contract</li> <li>(v) Schedule of requirements</li> <li>(vi) Technical Specifications</li> <li>(vii) Tender Form and Price Schedules</li> <li>(viii) Tender Security Form</li> <li>(ix) Contract Form</li> <li>(x) Performance Security Form</li> <li>(xi) Bank Guarantee for Advance Payment Form</li> <li>(xii) Manufacturer’s Authorization Form</li> <li>(xiii) Confidential Business Questionnaire.</li> </ul>
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.
<b>2.5</b>	<b>Clarification of Documents</b>
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 COUNTY GOVERNMENT KIRINYAGA’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to
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.
<b>2.6</b>	<b>Amendment of Documents</b>
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.
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2.6.3	In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the COUNTY GOVERNMENT KIRINYAGA, at its discretion, may extend the deadline for the submission of tenders.
<b>2.7</b>	<b>Language of Tender</b>
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 COUNTY GOVERNMENT KIRINYAGA, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.
<b>2.8</b>	<b>Documents Comprising of Tender</b>
2.8.1	<p>The tender prepared by the tenderers shall comprise the following components:</p> <ul style="list-style-type: none"> <li>(a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below;</li> <li>(b) documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;</li> <li>(c) documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and</li> <li>(d) tender security furnished in accordance with paragraph 2.14</li> </ul>
<b>2.9</b>	<b>Tender Forms</b>
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.
<b>2.10</b>	<b>Tender Prices</b>
2.10.1	The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract.

2.10.2	Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the COUNTY GOVERNMENT KIRINYAGA.
2.10.3	Prices quoted by the tender shall be fixed during the

	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
2.10.4	The validity period of the tender shall be 120 days from the date of opening of the tender.
<b>2.11</b>	<b>Tender Currencies</b>
2.11.1	Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.
<b>2.12</b>	<b>Tenderers Eligibility and Qualifications</b>
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 COUNTY GOVERNMENT KIRINYAGA's satisfaction that the tenderer, at the time of submission of its tender, is
2.12.3	The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the COUNTY
	<ul style="list-style-type: none"> <li>(a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods;</li> <li>(b) that the tenderer has the financial, technical, and production capability necessary to perform the contract; and</li> <li>(c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.</li> </ul>
<b>2.13</b>	<b>Goods Eligibility and Conformity to Tender Documents</b>
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

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.
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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:
	<ul style="list-style-type: none"> <li>(a) a detailed description of the essential technical and performance characteristic of the goods;</li> <li>(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 COUNTY GOVERNMENT KIRINYAGA; and</li> <li>(c) a clause-by-clause commentary on the COUNTY GOVERNMENT KIRINYAGA's Technical Specifications demonstrating</li> </ul>
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
<b>2.14</b>	<b>Tender Security</b>
2.14.1	Tenders must be accompanied with a Tender Security in the form of Cash Deposit, Bank Guarantee, Insurance Company Guarantee or a Letter of Credit.
<b>2.15</b>	<b>Validity of Tenders</b>
2.15.1	Tenders shall remain valid for <b>120</b> days or as specified in the Invitation to Tender after the date of tender opening prescribed by the COUNTY GOVERNMENT KIRINYAGA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the COUNTY
2.15.2	In exceptional circumstances, the County Government Kirinyaga 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

<b>2.16</b>	<b>Format and Signing of Tender</b>
2.16.1	The bidder 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.
<b>2.17</b>	<b>Sealing and Marking of Tenders</b>
<b>2.17.1</b>	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:
	<ul style="list-style-type: none"> <li>(a) be addressed to the COUNTY GOVERNMENT KIRINYAGA at the address given in the Invitation to Tender:</li> <li>(b) bear, tender number and name in the Invitation for Tenders and the words, <b>"DO NOT OPEN BEFORE FRIDAY, 23<sup>RD</sup> FEBRUARY, 2018 AT 10.00AM</b></li> </ul>
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 COUNTY GOVERNMENT KIRINYAGA will assume no responsibility for the tender's misplacement or premature opening.
<b>2.18</b>	<b>Deadline for Submission of Tenders</b>
2.18.1	Tenders must be received by the COUNTY GOVERNMENT KIRINYAGA at the address specified under paragraph 2.17.2 no later than <b>"FRIDAY 23<sup>RD</sup>, FEBRUARY, 2018 AT 10.00A.M</b>

The COUNTY GOVERNMENT KIRINYAGA 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 COUNTY GOVERNMENT KIRINYAGA and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

<b>2.19</b>	<b>Modification and Withdrawal of Tenders</b>
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 COUNTY GOVERNMENT KIRINYAGA prior to the deadline
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
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 County Government Kirinyaga at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
2.19.6	The COUNTY GOVERNMENT KIRINYAGA shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
<b>2.20</b>	<b>Opening of Tenders</b>
2.20.1	The COUNTY GOVERNMENT KIRINYAGA will open all tenders in the presence of tenderers' representatives who choose to attend, at <b>10.00AM</b> on <b>"FRIDAY, 23<sup>RD</sup> FEBRUARY, 2018"</b> and in the location specified in the Invitation to Tender. The tenderers' representatives who are presence 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 COUNTY GOVERNMENT KIRINYAGA, at its discretion, may consider appropriate, will be announced at the opening.
2.20.3	The COUNTY GOVERNMENT KIRINYAGA will prepare minutes of the tender opening.



<b>2.21</b>	<b>Clarification of Tenders</b>
2.21.1	To assist in the examination, evaluation and comparison of tenders the COUNTY GOVERNMENT KIRINYAGA may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2	Any effort by the tenderer to influence the COUNTY GOVERNMENT KIRINYAGA in the COUNTY GOVERNMENT KIRINYAGA's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.
<b>2.22</b>	<b>Preliminary Examination</b>
2.22.1	The COUNTY GOVERNMENT KIRINYAGA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
2.22.2	The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity. If there is a discrepancy between words and figures the amount in words will prevail.
2.22.3	The County Government Kirinyaga 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
2.22.4	Prior to the detailed evaluation, pursuant to paragraph 2.23 the COUNTY GOVERNMENT KIRINYAGA will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The COUNTY GOVERNMENT KIRINYAGA's determination of a tender's responsiveness is to be based on the
2.22.5	If a tender is not substantially responsive, it will be rejected by the COUNTY GOVERNMENT KIRINYAGA and may not subsequently be made responsive by the tenderer by correction of the non conformity.
<b>2.23</b>	<b>Conversion to Single Currency</b>
2.23.1	Where other currencies are used, the COUNTY GOVERNMENT KIRINYAGA will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.
<b>2.24</b>	<b>Evaluation and Comparison of Tenders</b>
2.24.1	The COUNTY GOVERNMENT KIRINYAGA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant

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

2.26.1	Subject to paragraph 2.21 no tenderer shall contact the COUNTY GOVERNMENT KIRINYAGA on any matter related to its tender, from the time of the tender
2.26.2	Any effort by a tenderer to influence the COUNTY GOVERNMENT KIRINYAGA in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.
<b>2.27</b>	<b>Award of Contract</b>
<b>(a)</b>	<b>Post-qualification</b>
2.27.1	In the absence of pre-qualification, the COUNTY GOVERNMENT KIRINYAGA will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive
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 COUNTY GOVERNMENT KIRINYAGA 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 COUNTY GOVERNMENT KIRINYAGA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.
<b>(b)</b>	<b>Award Criteria</b>
2.27.4	The COUNTY GOVERNMENT KIRINYAGA will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
<b>(c)</b>	<b>COUNTY GOVERNMENT KIRINYAGA's Right to Vary Quantities</b>
2.27.5	The COUNTY GOVERNMENT KIRINYAGA 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

<b>(d)</b>	<b>COUNTY GOVERNMENT KIRINYAGA's Right to Accept or Reject Any or All Tenders</b>
2.27.6	The COUNTY GOVERNMENT KIRINYAGA reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the COUNTY GOVERNMENT KIRINYAGA's action.
<b>2.28</b>	<b>Notification of Award</b>
2.28.1	Prior to the expiration of the period of tender validity, the COUNTY GOVERNMENT KIRINYAGA will notify the successful tenderer in writing that its tender has
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 COUNTY GOVERNMENT KIRINYAGA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.
<b>2.29</b>	<b>Signing of Contract</b>
2.29.1	At the same time as the COUNTY GOVERNMENT KIRINYAGA notifies the successful tenderer that its tender has been accepted, the COUNTY GOVERNMENT KIRINYAGA will send the tenderer the
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 COUNTY GOVERNMENT KIRINYAGA.
<b>2.30</b>	<b>Performance Security</b>
2.30.1	Within Thirty (30) days of the receipt of notification of award from the COUNTY GOVERNMENT KIRINYAGA, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable

<p>2.30.2</p>	<p>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 County Government Kirinyaga make the award to the next lowest evaluated Candidate or call for new tenders.</p>
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<b>2.31</b>	<b>Corrupt or Fraudulent Practices</b>
2.31.1	<p>The COUNTY GOVERNMENT KIRINYAGA requires that tenderers' observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;</p> <ul style="list-style-type: none"> <li>(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</li> <li>(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 Kenya Revenue Authority, and includes collusive practice among tenderer (prior to or after tender submission) designed</li> </ul>
2.31.2	<p>The County Government Kirinyaga will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in</p>
2.31.3	<p>Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.</p>

**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  | The tender is <b>OPEN</b> for the <b>Supply And Delivery Of 1.No Fully Equiped Weight And Measures Van</b>  |
| 2.2  | Conflict of Interest is incorporated in the Confidential Business Questionnaire.  |
| 2.3  | All Countries are eligible sources except those under United Nations sanctions.   |
| 2.4  | A complete set of tender documents may be obtained by interested bidders from the National Treasury Supplier Portal website <a href="http://supplier.treasury.go.ke">http://supplier.treasury.go.ke</a> or the County website <a href="http://www.kirinyaga.go.ke">www.kirinyaga.go.ke</a> . Bidders who download the documents from the website <b>MUST</b> forward their particulars ( Name, contacts, physical address and the tender no./ description) immediately for recording and any further clarifications and addenda to <b>procurement@kirinyaga.go.ke</b> |
| 2.10 | Tender Validity Period is 150 days from <b>FRIDAY 23RD, FEBRUARY, 2018 AT 10.00A.M</b><br><br>Tender prices are to be quoted in Kenya Shillings Only.   |
| 2.13 | The clause-by-clause commentary of the technical specifications is given on pages 29.   |
| 2.14 | Bidders are required to submit a bid security of <b>2%</b> of the quoted amount and must be valid for <b>120 days</b> from the date the tender closes.  |
| 2.16 | The bidder must provide an appropriate written power of attorney establishing the authorization of the signatory to the tender documents to bind the bidder.  |
| 2.17 | Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box <b>at County Headquarters, 1<sup>st</sup> floor, Kutus</b> or be addressed to; <b>The County Secretary, County Government of Kirinyaga, P.O Box 260 -10304</b> , So as to be received on or before <b>FRIDAY 23<sup>rd</sup>, February, 2018 at 10.00a.m</b>   |



**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
  - (d) "The Procuring entity" means Kenya Revenue Authority (COUNTY GOVERNMENT KIRINYAGA), the organization purchasing the Goods under this
  - (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.
  - (f) "GCC" means the General Conditions of Contract
  - (g) "SCC" means the Special Conditions of Contract
  - (h) "Day" means calendar day

**3.2 Application**

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

**3.3 Country of Origin**

- 3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or
- 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 Authority'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 Authority in connection

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than a person employed by the tenderer in the performance of the Contract.

- 3.5.2 The tenderer shall not, without the Authority'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 COUNTY GOVERNMENT KIRINYAGA on completion of the Tenderer's performance under the Contract if so required by the Authority.

### **3.6 Patent Rights**

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 Authority's country.

### **3.7 Performance Security**

- 3.7.1 Within thirty (30) 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
- 3.7.2 The proceeds of the performance security shall be payable to the Authority as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Authority 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 Authority, in the form provided in the tender
- 3.7.4 The performance security will be discharged by the Authority 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 Authority or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Authority 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

	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
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 alternations necessary to make specification requirements free of costs to the Authority.
3.8.4	The Authority'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.
<b>3.9</b>	<b>Packing</b>
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.
<b>3.10</b>	<b>Delivery and Documents</b>
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.
<b>3.11</b>	<b>Insurance</b>
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.
<b>3.12</b>	<b>Payment</b>
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 COUNTY GOVERNMENT KIRINYAGA as specified
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<b>3.13</b>	<b>Prices</b>
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
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
3.13.4	Price variation request shall be processed by the procuring entity within 30 days of receiving the request.
<b>3.14</b>	<b>Assignment</b>
3.14.1	The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Authority's prior written consent.
<b>3.15</b>	<b>Subcontracts</b>
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.
<b>3.16</b>	<b>Termination for Default</b>
3.16.1	The Authority may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract
(a)	if the tenderer fails to deliver any or all of the goods within the periods) specified in the Contract, or within any extension thereof granted by the
(b)	if the tenderer fails to perform any other obligation(s) under the Contract;
(c)	if the tenderer, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
3.16.2	In the event the Authority 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.



<b>3.17</b>	<b>Liquidated Damages</b>
3.17	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

	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.
<b>3.18</b>	<b>Resolution of Disputes</b>
3.18.1	The Authority 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
3.18.2	If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.
<b>3.19</b>	<b>Language and Law</b>
3.19.1	The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.
<b>3.20</b>	<b>Force Majeure</b>
3.20.1	The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
<b>3.21</b>	<b>Notices</b>
3.21.1	Any notices given by one party to the other pursuant to this contract shall be sent to the other by post, Fax or Email and confirmed in writing to the other party's address specified in SCC.
3.21.2	A notice shall be effective when delivered or on the notices effective date, whichever is later.

<b>SECTION IV - SPECIAL CONDITIONS OF CONTRACT</b>	
4.1.	Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
4.2.	Special conditions of contract as relates to the GCC.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7	<p><b>Performance Security</b></p> <p>The performance bond must be issued in the form of a bank guarantee. The bank guarantee must be valid in Kenya and be at least 10% of the contract value.</p>
3.8	<p><b>Pre-shipment Inspection</b></p> <p>It is a requirement that the goods shall be inspected before shipment at the supplier's cost. Inspection of the goods before signing of the delivery notes will also be done by the recipient of the goods, at the point of delivery.</p>
3.9	<p><b>Packaging</b></p> <p>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.</p>
3.10	<p><b>Delivery</b></p> <p>Supply and delivery of Pipes and fittings must be done at our stores located at the County Headquarters or any other place specified in the Local Purchase Order within the period indicated by the successful bidder(s) from the date of receiving the Local Purchase Order (LPO).</p>
3.12	<p><b>Payment Terms</b></p> <p>County Government of Kirinyaga payment terms are that payment shall be made within thirty (30) days from the date of delivery and signing of receipt. However, County Government of Kirinyaga may negotiate mutually acceptable payment terms with the successful tenderer.</p>
3.13	<p><b>Prices</b></p> <p>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. All prices quoted by the tenderers must be inclusive of all taxes, discounts and delivery costs to County Headquarters, Kirinyaga.</p>
3.17	<p><b>Liquidated Damages</b></p> <p>If the delivery date is extended (except by mutual consent) a</p>

penalty amounting to 0.5% of the total cost will be charged per day up to a maximum of twenty (20) days. No deliveries shall be accepted after the twentieth working day in which case the LPO will automatically lapse and be deemed to have been cancelled at the close of business on the twentieth day. The Authority shall then be at liberty to realize the performance bond. In this clause, “**days**” means working days.

3.18 **Resolutions of Disputes**

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. *The place of arbitration shall be Nairobi.* The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

3.19 **Language and Law**

The language of all correspondence and documents related to the bid is: **English**. Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.

3.21 **Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or by E-mail and confirmed in writing to the other party's address specified in the SCC. A notice shall be effective when delivered or on the notices effective date, whichever is later.

**The County Secretary, County  
Government of Kirinyaga, P.O Box  
260 -10304, KUTUS  
procurement@kirinyaga.go.ke  
website: [www.kirinyaga.go.ke](http://www.kirinyaga.go.ke)**

<b>SECTION V - TECHNICAL SPECIFICATIONS</b>	
<b>5.1</b>	<b>General</b>
5.1.1	These specifications describe the requirements for goods/services.
5.1.2	Tenderers must indicate on the specifications sheets whether the goods offered comply with each specified requirement.
5.1.3	All the specifications of the products to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the goods/products, if such deviations shall be found critical to the use and operation of the products.
5.1.4	The tenderers are requested to present information along with their offers as <ul style="list-style-type: none"> <li>(i) Shortest possible delivery period of each product</li> <li>(ii) Information on proper representative including their names and addresses</li> </ul>
<b>5.2</b>	<b>Particulars</b>
	<p>This tender covers the <b>Supply and Delivery of assorted UPVC pipes for KENERA water project in Murinduko Ward</b></p> <p>Minimum technical specifications for the items to be supplied are given in the specifications section overleaf. The Tenderer is required to provide the clause-by- clause response to the specifications and indicate clearly how the offered item(s) meets the specifications.</p>
<b>5.3</b>	<b>Warranty</b>
	<p>Successful bidder shall ensure that the products have a manufacturer's written warranty for at least one (1) year where applicable from the date of delivery and assembly during which they should not have any deformation or deterioration.</p> <p>Bidders <b>MUST UNDERTAKE</b> to replace <b>All</b> manufacturer defects free of charge upon provision of notice to them, whether written or otherwise.</p>

**VII. SCHEDULE OF REQUIREMENTS**

The rates inserted here below shall be for the supply and delivery of the said items and shall be as per specifications described herein. Delivery shall be to County Government of Kirinyaga Depot (Garage) or as shall be directed by the County Engineer.

County Government of Kirinyaga intends to procure the following vehicle:

Item	Description	Quantity	Unit	Period of Supply & Delivery	Amount (KShs.)
1	Supply And Delivery Of 1.No Fully Equiped Weight And Measures Van	1	No.		
<b>TOTAL</b>					
<b>ADD 16% VAT</b>					
<b>TOTAL CARRIED TO FORM OF BID</b>					

Tender sum carried to form of tender .....

**Note:** (i) *In case of discrepancy between unit price and total price, the unit price shall prevail, and*  
(ii) *The quantities entered in column 5 above are indicative requirements for the period of the tender but do not bind County Government of Kirinyaga in any way.*

I/we being dealers/appointed agents for \_\_\_\_\_, do hereby state that we are competent and capable to supply the above vehicle complying with the specifications as stated here below:

Signature of Bidder: \_\_\_\_\_

Name of Person: \_\_\_\_\_

Capacity: \_\_\_\_\_

Duly authorised to act for and on behalf of:

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**a) Tender Responsiveness Criteria**

The submission of the following items will be required in the determination of the completeness of the Bid. Bids that do not contain the following information required will be declared non responsive and shall not be evaluated further.

**MANDATORY/PRELIMINARY REQUIREMENTS**

S/n	REQUIRED DOCUMENTS	YES	NO
1.	<b>Certified Copy</b> of Certificate of Registration/Incorporation		
2.	Certificate of valid Tax compliance (will be checked with KRA TCC)		
3.	<b>A Certified Copy</b> of RECENT CR 12 Form (12 Months) from Registrar of company		
4.	Valid business permit		
5.	Duly filled, signed and stamped form of power of attorney		
6.	Duly filled, signed and stamped self-declaration forms (r 62)		
7.	Bidders <b>should</b> serialize all pages of the documents submitted		
8.	The bidder shall attach a duly filled, signed and stamped confidential business questionnaire by an individual entrusted with the powers of attorney.		
9.	The form of bid <b>shall</b> be duly filled, signed and stamped by an individual entrusted with the powers of attorney.		
10.	The tender document shall be submitted complete, intact with no page alterations.		
11.	Financial audited accounts for the previous <b>THREE</b> years endorsed, signed and stamped by a registered external auditor in order to confirm the following		
12.	Bid Bond of 2% of Quoted Sum		
13.	Duly filled, signed and stamped manufacturer's authorization form		

**B) TECHNICAL EVALUATION CRITERIA**

S/NO	Description	Met or Not Met
1	The firm must have been in operation for the last 5 years.	
2	Must have handled order volumes of above KES 500,000. Attach at least three (3) contracts or LPO/LSO that the firm has serviced.	

3	Bidder to attach Reference letters from clients served – 3 reference letters	
---	--	--

**The bidder will be subjected to Financial Evaluation after meeting all the above mandatory and technical requirements,**

**c) Financial Evaluation**

**After the bidder is evaluated and found responsive (attached all the tender requirements) stipulated above, the bidder will be subjected to the Financial Evaluation.**

Financial evaluation will be per lot and award will be to the lowest evaluated responsive bidder in that particular lot.

**d) A post – prequalification**

The Evaluation Committee will be carry out a due diligence exercise before award. A site visit to the bidder's premises to confirm the information provided and to proof that the bidder has a physical hardware shop.

**STATEMENT OF COMPLIANCE**

I confirm compliance of all clauses of the General Conditions, General Specifications and Particular Specifications in this tender.

Signed: .....for and on behalf of the Tenderer

Date:.....

... Official Rubber Stamp: .....

**SECTION VIII - 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 tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
- 4 *Contract Form* - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
- 5 *Performance Security Form* - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
- 6 *Bank Guarantee for Advance Payment Form* - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
- 7 *Manufacturers Authorization Form* - When required by the Tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

**8.1 FORM OF TENDER**

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To:

.....

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[insert numbers]* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply And Delivery Of 1.No Fully Equipped Weight And Measures Van** 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, .....*(Insert Tender name )* 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 \_\_\_\_\_

**8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business; and Part 3.

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

<b>Part 1 – General</b>																					
1.1	Business Name .....																				
1.2	Location of Business Premises. .....																				
1.3	Plot No..... Street/Road Postal Address ..... Tel No. ....																				
1.4	Nature of Business ,..... .....																				
1.5	Registration Certificate No. ..... .....																				
1.6	Maximum Value of Business which you can handle at any one time – Kshs. .....																				
1.7	Name of your Bankers ..... Branch .....																				
<b>Part 2 (a) – Sole Proprietor</b>																					
2a.1	Your Name in Full ..... Age																				
2a.2	Nationality ..... Country of Origin ..... Citizenship Details .....																				
<b>Part 2 (b) Partnership</b>																					
2b.1	Given details of Partners as follows:																				
2b.2	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 30%; text-align: center;"><u>Name</u></th> <th style="width: 30%; text-align: center;"><u>Nationality</u></th> <th style="width: 20%; text-align: center;"><u>Citizenship Details</u></th> <th style="width: 10%; text-align: center;"><u>Shares</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">2.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">3.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>	1.....	.....	.....	.....	.....	2.....	.....	.....	.....	.....	3.....	.....	.....	.....	.....
	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>																	
1.....	.....	.....	.....	.....																	
2.....	.....	.....	.....	.....																	
3.....	.....	.....	.....	.....																	



.....  
 4.....  
 .....

**Part 2 (c) – Registered Company**

- 2c.1 Private or Public  
 .....
- 2c.2 State the Nominal and Issued Capital of Company-  
 Nominal Kshs.  
 Issued Kshs.
- 2c.3 Given details of all Directors as follows
- | <u>Name</u> | <u>Nationality</u> | <u>Citizenship Details</u> | <u>Shares</u> |
|-------------|--------------------|----------------------------|---------------|
| 1.....      | .....              | .....                      | .....         |
| 2.....      | .....              | .....                      | .....         |
| 3.....      | .....              | .....                      | .....         |
| 4.....      | .....              | .....                      | .....         |
| 5.....      | .....              | .....                      | .....         |

**Part 3 – Eligibility Status**

- 3.1 Are you related to an Employee, Committee Member or Board Member of County Government Kirinyaga? Yes \_\_\_\_\_ No \_\_\_\_\_
- 3.2 If answer in '3.1' is **YES** give the relationship.  
 .....  
 .....
- 3.3 Does an Employee, Committee Member, of County Government Kirinyaga sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes \_\_\_\_\_ No \_\_\_\_\_
- 3.4 If answer in '3.3' above is **YES** give details.  
 .....  
 .....
- 3.5 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by County Government Kirinyaga to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes \_\_\_ No \_\_\_

3.6 If answer in '3.5' above is **YES** give details.  
.....  
.....  
.....  
.....  
.....

3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES \_\_\_ No \_\_\_

3.8 If answer in '3.7' above is **YES** give details:  
.....  
.....  
.....  
.....

3.9 Have you offered or given anything of value to influence the procurement process? Yes \_\_\_ No \_\_\_

3.10 If answer in '3.9' above is **YES** give details  
.....  
.....  
.....  
.....  
.....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date ..... Signature of Candidate  
.....

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

**8.3 TENDER SECURING DECLARATION FORM**

*[The Bidder shall fill in this Form in accordance with the instructions indicated]  
Date: [insert date (as day, month and year) of Bid Submission]*

Tender

No..... To:

County Government Kirinyaga

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:
  - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
  - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: .....*[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

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

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

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

**8.4 CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
 between ..... [*name of Procurement entity*] of .....  
 [*country of Procurement entity*] (hereinafter called “the Procuring entity)  
 of the one part and  
 ..... [*name of tenderer*] of ..... [*city and country of  
 tenderer*]  
 (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain works] and has  
 accepted a tender by the tenderer for the supply of those works in  
 ..... [*contract price in words and figures*] (hereinafter  
 called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer
  - (b) the Schedule of Requirements (c) the Technical Specifications
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of contract; and
  - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer in  
 the presence of \_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*

**FORM OF WRITTEN POWER OF ATTORNEY**

The Bidder shall state here below the name(s) and address of his representative(s) who is/are authorized to receive on his behalf correspondence in connection with the Bid.

.....  
..... (Name of Bidder's Representative in block letters)

.....  
..... (Address of Bidder's Representative)

.....  
..... (Signature of Bidder's Representative)

Alternate:

.....  
..... (Name of Bidder's Representative in block letters)

.....  
..... (Address of Bidder's Representative)

.....  
..... (Signature of Bidder's Representative)

\*To be filled by all Bidders.

PERFORMANCE SECURITY FORM

To County Government of Kirinyaga

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

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

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

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

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

Signed and Seal of the Guarantors

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

\_\_\_\_\_ [address]

\_\_\_\_\_ [date]

**8.5 BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To County Government of Kirinyaga

*[Name of Tender]* .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment,

..... *[name and address of tenderer]*(hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of ..... *[amount of guarantee in figures and words]*.

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

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

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

Yours truly,

Signature and seal of the Guarantors

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

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

**8.6 MANUFACTURER'S AUTHORIZATION FORM**

To County Government Kirinyaga

WHEREAS ..... [name of the manufacturer] who are established and reputable manufacturers of ..... [name and/or description of the goods] having factories at ..... [address of factory] do hereby authorize ..... [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. .... [reference of the Tender] for the above goods manufactured by us.

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

\_\_\_\_\_

\_\_\_\_\_ [Signature for and on behalf of manufacturer]

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



**8.7 LETTER OF NOTIFICATION OF AWARD**

**County Government of  
Kirinyaga,  
P.O Box 260 –10304,  
Kutus.**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

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

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

**The County Secretary,  
County Government of Kirinyaga,  
P.O Box 260 -10304,  
KUTUS**

**Weights and Measures Van specifications**

Machine Model	Toyota Hiace
Basic Components	<ul style="list-style-type: none"> <li>• Four-wheel drive (4WD)</li> <li>• Engine capacity of between 2800cc-3000cc.</li> <li>• Body type-high roof an average of 1880mm internal height</li> <li>• Color-preferably beige or white</li> </ul>

**Additional Features: van fabrications**

Modification of motor vehicle to be fabricated by use of stainless steel checkered plate of a minimum of 16 gauges.

- Must have cabinets for holding the standards and other inspectors' equipment as per drawing provided.
- A bench/ working table capable of being used indoors and when need be as an extension by pulling it outwards and holding by means of a stand outside the van.
- It should have side covers which when open become suitable canopy for shielding the people giving/ receiving services.
- A complete PA system with two box speaker, horn speakers, amplifier mixture, microphones and other necessary connections.
- A mechanism for hanging suspended type weighing equipment on the rear side (interior).
- A towing mechanism on the rear side.

**(A complete design view drawing is attached herewith)**

**Weights and Measures Calibration Equipment**

No	Particulars	Quantity	Capacity	Specifications	Remarks
1.	Test weights	10 Pieces	20 Kgs each	Mild steel or stainless steel	
2.		2	10 kg	Mild steel or stainless steel	
3.		4	5kg		
4.	Mass Standard Class F2	One set	20kg to 1mg	Made of mild steel/ stainless steel but must be of the quality shape and specifications Oiml standards and equipment	With screw type adjustable ports for all mass standards of 20grames and above
5.	1x25 kg beam scale and 1x6 kg mechanical				

	beam scale				
6.	2 by 2kg to 1mg mass standards class M3 two sets				
7.	Check Pump Measures	One set of three measures	5L, 10L, and 20L capacities	Made of stainless steel	Gauge 16
8.	Sealing pliers	One		(original German Boker type)	
9.	High precision glass type measuring cylinders	One set	2L, 1L, 500ml, 200ml, 100ml, 50ml, 20ml, 10ml		
10.	Precision counter scale	One	3kg	Digital scale of an approved pattern high accuracy levels	Max error be 500mg
11.	Precision platform scale	One	150kg	Digital scale of an approved pattern high accuracy levels	Maximum error be 5 grams
12.	laptop HP core i7,	One			to be used with a software for check weighing during inspections and investigations of the measured goods
13.	A digital camera	One			For evidence gathering

**Workshop Tools**

Particulars	Quantity
<p><u>Toolbox</u>                      4 Ball pin Hammers different sizes                      2 pliers' good quality                      Soft lead metal 20kg (consumables)                      10 kg lead seals and sealing wires                      One set of screw drivers (various sizes)                      Discs for weights of all sizes                      2 Tin snips                      Chisels, Centre punches and other punches of various sizes. Month date number punches (numbers A to L)</p>	<p>One set</p>