

COUNTY GOVERNMENT OF KISUMU



**THE COUNTY GOVERNMENT OF KISUMU
DEPARTMENT OF WATER, ENVIRONMENT, CLIMATE
CHANGE AND NATURAL RESOURCES**

NEGOTIATION NO. 838648

KENYA

SUPPLY AND DELIVERY OF DRILLING STEEL CASINGS

TENDER No: CGK/W/KSM (HQ)/2020-2021/004

OPEN TENDER

PROJECT MANAGER

**The Chief Officer Water
County Government of Kisumu
P.O. Box 2738
Kisumu**

OCTOBER 2020

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Introduction

- 1.1 This Standard Tender Document has been prepared for use by public entities in Kenya
- 1.2 The following general directions should be observed when using the document.
 - (a) Specific details should be furnished in the Invitation to Tender 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.
 - (b) 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 the invitation for expression of interest for which the invitation is issued.

SECTION I INVITATION TO TENDER

Date: 31st December 2020

TENDER NAME: **SUPPLY AND DELIVERY OF DRILLING STEEL CASINGS**

TENDER No: CGK/W/KSM (HQ)/2020-2021/004

NEGOTIATION NO. 838648

1.1 The County Government of Kisumu (CGK) invites sealed bids from eligible candidates for the **SUPPLY AND DELIVERY OF DRILLING STEEL CASINGS**

- 1.2 A complete set of tender documents may be downloaded free of charge from the County Government of Kisumu website at <https://www.kisumu.go.ke/category/tenders/> or from the Public Procurement Information Portal at <https://tenders.go.ke> Suppliers portal www.suppliers.treasury.go.ke. bidders who download the documents from the Public Procurement information Portal must forward their particulars immediately to www.suppliers.treasury.go.ke.
- 1.3 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.
- 1.4 Tenders must be accompanied by a Tender security of 2% of the quoted amount in the form of a guarantee from a reputable commercial bank or insurance company in Kenya approved by Public Procurement Regulatory Authority. **Sealed Original tender security of 2% should be deposited at 2nd floor Prosperity House (Huduma Center) Department Finance Director Supply Chain Management Office on or before 21st January 2021 12:00 noon on official working hours only.**
- 1.4 **Bidders are advised that this tender will be done purely on online no manual submission will be accepted. (Only 1.4 of Instruction to tenderers will be submitted both online and hard copy)**
- 1.5 **Pre – site visit will be on 7th January 2021**

Tenders will be received on or before 21st January 2021 at 12.00 noon

CHIEF OFFICER FINANCE
DEPARTMENT OF FINANCE
COUNTY GOVERNMENT OF KISUMU
P.O BOX 2738-40100
KISUMU

SECTION II - INSTRUCTIONS TO TENDERERS

Supply and delivery of drilling steel casings

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

Supply and delivery of drilling steel casings

- 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 of Kisumu's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the County Government of Kisumu 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 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 is distinct from the nationality of the tenderer.

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 County Government of Kisumu, will

in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 There will be no price to be charged for the tender document since its online bidding

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

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

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 The County Government of Kisumu shall reply to any clarifications sought by the tenderer within not later than seven (7) prior to the deadline for submission of tenderers to enable the tenderer to make timely submission of its tender. A prospective tenderer requiring any clarification of the tender document may notify

the County Government of Kisumu in writing via email on director.supplychain@kisumu.go.ke .

2.5.2 The County Government of Kisumu 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 County Government of Kisumu, 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 County Government of Kisumu, 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 County Government of Kisumu, 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

2.9 Tender Forms

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

2.10 Tender Prices

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

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the 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

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 County Government of Kisumu's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the County Government of Kisumu's satisfaction;
- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the 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 County Government of Kisumu; and
- (c) a clause-by-clause commentary on the County Government of Kisumu'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 2 per cent of the tender price.

2.14.3 The tender security is required to protect the County Government of Kisumu 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 County Government of Kisumu 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 County Government of Kisumu 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 County Government of Kisumu.

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 County Government of Kisumu on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 **Validity of Tenders**

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

2.15.2 In exceptional circumstances, the County Government of Kisumu 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 County Government of Kisumu shall ensure that all bids are submitted through online and no manual bids will be accepted.

2.17 Submission of bids

All bids will be submitted through online using supplies portal. The tenders are advised to ensure that all required items are uploaded in IFMIS Portal.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be submitted at the suppliers portal as indicated in the invitation to tender not later than **21st January 2021** at 12:00 Noon

2.18.2 The County Government of Kisumu 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 of Kisumu 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 County Government of Kisumu 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 County Government of Kisumu 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 County Government of Kisumu 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 tenders will be unsealed by the Employer, through the supplier's portal and no representatives will be required since those who have submitted their bids will be able to monitor the process. Due to Covid 19 pandemic the county government avoids overcrowding within its headquarters,

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 of Kisumu, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The County Government of Kisumu 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 County Government of Kisumu 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 of Kisumu in the County Government of Kisumu'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 County Government of Kisumu 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 County Government of Kisumu 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 County Government of Kisumu 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 of Kisumu'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 County Government of Kisumu 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 County Government of Kisumu 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 County Government of Kisumu 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 County Government of Kisumu

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the County Government of Kisumu 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 County Government of Kisumu 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 County Government of Kisumu 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 County Government of Kisumu 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 of Kisumu 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 County Government of Kisumu 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.

(c) County Government of Kisumu's Right to Vary quantities

2.27.5 The County Government of Kisumu 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) County Government of Kisumu's Right to Accept or Reject Any or All Tenders

2.27.6 The County Government of Kisumu 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 of Kisumu's action

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, the County Government of Kisumu 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 County Government of Kisumu 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 County Government of Kisumu notifies the successful tenderer that its tender has been accepted, the County Government of Kisumu 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 County Government of Kisumu.

2.30 Performance Security

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

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 County Government of Kisumu 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 County Government of Kisumu 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 any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the County Government of Kisumu, 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 County Government of Kisumu of the benefits of free and open competition;

2.31.2 The County Government of Kisumu 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 County Government of Kisumu in providing specific information in

relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.

2. The County Government of Kisumu should specify in the appendix information and requirements specific to the circumstances of the County Government of Kisumu, 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>120 day eligibility</i>
2.14.1	<i>Tender security of 2%</i>
2.18.1	<i>Indicate day, date and time of closing</i>
2.29.1	<i>As in 2.18.1 above</i>
2.29.1	<i>performance security of 10%</i>

(Complete as necessary)

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 County Government of Kisumu 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 County Government of Kisumu under the Contract.
- (d) “The County Government of Kisumu” 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 County Government of Kisumu for the procurement installation and commissioning of equipment

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the County Government of Kisumu 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 County Government of Kisumu'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 County Government of Kisumu 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 County Government of Kisumu 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 County Government of Kisumu and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the County Government of Kisumu, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the County Government of Kisumu 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 County Government of Kisumu or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The County Government of Kisumu 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 County Government of Kisumu.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the County Government of Kisumu 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 County Government of Kisumu.
- 3.8.4 The County Government of Kisumu'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 County Government of Kisumu 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 County Government of Kisumu 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 County Government of Kisumu 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 County Government of Kisumu 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 County Government of Kisumu's prior written consent

3.15 Subcontracts

- 3.15.1 The tenderer shall notify the County Government of Kisumu 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 County Government of Kisumu 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 County Government of Kisumu
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract

- (c) if the tenderer, in the judgment of the County Government of Kisumu has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the County Government of Kisumu 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 County Government of Kisumu for any excess costs for such similar goods.

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

3.18.1 The County Government of Kisumu and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

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

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the County Government of Kisumu in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the County Government of Kisumu and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

1. Prices quoted **must** be net, inclusive of all Government taxes.
2. The unit prices quoted **must** be in Kenya Shillings.
3. Tenders **must** be accompanied by a **bid security of 2%** of the quoted contract sum in the form of a Bank Guarantee or Bankers cheque. Other forms of guarantee will **not** be acceptable.
4. No tender document will be accepted after the official closing date/time as specified on the advertisement.
5. Tenderers are required to complete the form S33 and attach certificates of registration/incorporation, Tax compliance certificate/VAT to tender documents.
6. Form of Tender, Price Schedule and Schedule of Requirements should be duly filled, signed and stamped and uploaded in the IFMIS Portal
7. Successful tenderers will be required to give a performance security of 10% or the total contract price.
8. The department will carry out a market survey to the tenderers who have met all the stated conditions by visiting the premises/go downs to ascertain the accuracy of the information given in the tender documents, capacity and capability of the tenderers and confirm whether the tenderers are permanently situated.
9. The bidders **Must** provide evidence of financial capability to execute the contract.
10. The department reserves the right to assess the bidder's capability on the same.
11. Bidders will be expected to deliver within **60 Days** on receipt of LPOs.
12. Bidders should specify the country of origin for quoted items.
13. The bidders **Must** indicate their payment terms including the credit period.

14. Payments will be made after full delivery as per schedule of requirements and order placed.
15. Tender Documents MUST be submitted in all their bids through online no manual bids will be accepted
16. Those bidders who score 75% and above in technical evaluation and found to be responsive will then be subjected to price comparison, where award will be made to the lowest evaluated responsive bid.

EVALUATION CRITERIA

Three stages will be considered

Stage 1: Mandatory

No.	Requirement	Yes/No or R/NR
1	Must submit a certified copy of certificate of Incorporation/Registration	
2	Certified copy of CR 12 (valid for the last 6 months)	
3	Must have KRA Pin certificate (confirmable)	
4	Must submit a copy of valid tax compliance certificate (confirmable)	
5	Bid bond of 2% of the contract sum valid for 120 days in form of a bank guarantee (confirmable)	
6	Certified copy of Valid business permit	
7	Must fill the bill of quantities in the format provided (partial filled BOQ will be rejected)	
8	Must fill the form of tender in the format provided and signed by the authorized person	
9	Confidential business questionnaire should be duly filled and stamped	

10	Attach a copy of litigation history of the company authored by commissioner of oaths	
11	Written confirmation on bidder's letter head that the bidder has not been debarred as a supplier, service provider or consultant for goods, services or works in Kenya; and that the bidder is eligible to participate in Procurement and also a statement declaring that if selected, the bidder shall not be involved in corruption.	
12	Bidders must serialize(paginate) and Stamp every Page of the Bid document submitted with Official company rubber Stamp For Ownership.	
13	Tender submitted through online	

NB: A bidder who fails to meet any of the above requirements shall be dropped at this stage and shall not be progressed to the Technical Evaluation stage

Stage 2: Technical Evaluation

	PARAMETER	MAXIMUM SCORE	SCORES AWARDED
	Business Ownership: Company/Business Profile -Disclosure of Directors/Partners /Sole Proprietor	10	
	Business licensing: Valid business license from the County Government of Kisumu	5	
	Relevant Experience: Indicate proof of having undertaken similar assignment		

	with the last 2 years (Attach Proof: copies of LPOs, Letters of Award, Contract agreement, client testimonial)	20	
	Supplier Availability: Postal Address Telephone Number Contact person Website Email Address	5	
	Copy of Brochures and Literature and Drawings attached for the goods to be supplied under this contract and Must indicate the country of Origin of goods to be supplied (NB: no country is known as LOCAL)	5	
	Must attach Manufacturers Letter of Authorization to deal with the goods to be supplied under this contract.	10	
	Financial Capability: Audited Accounts for the last 2 years	15	
	Financial Stability: Evidence of profit making in the attached 2 years audited Reports	10	
	Supply Capacity:		

Maximum Volume of Business handled in the (last two years)	20	
20 Million and above (20mrks)		
10 – 20 Million (15mrks)		
5 – 10 Million (9mrks)		
0 – 5Million (3mrks)		
Total	100	

NOTE:

Only Those bidders who score 75% and above in technical evaluation and found to be responsive will then be subjected to price comparison, where award will be made to the lowest evaluated responsive bid.

NB:

- **The procuring entity will conduct due diligence to verify information submitted by the bidders. Any form of mis-information shall be interpreted as conjecture and will lead to automatic non responsiveness of the bid.**

Stage 3:RECOMMENDATION

To consider for award the lowest responsive evaluated bidder shall be the one who satisfies section 86 sub section 1 item (a) of the Public Procurement and Assets Disposal Act 2015 which states:

86. (1) the successful tender shall be the one who meets any one of the following as specified in the tender document

(a) The tender with the lowest evaluated price;

This must be read in the full understanding of section 79 sub sections 1 which states:

79. (1) A tender is responsive if it conforms to all the eligibility and other mandatory requirements in the tender documents.

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, catalogues, etc for the products they intend to supply

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

5.1.3 All the dimensions and capacities of the equipment 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 County Government of Kisumu reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products. As stated below:

1. These specifications describe the basic requirements for materials supplied and delivered
2. Tenderers must indicate on the specifications sheets whether the materials delivered comply with each specified requirement.
4. The tenderers are requested to present information along with their offers as follows:
 - i) Shortest possible delivery period of each product.
 - ii) Must show Proof of Similar Assignments in nature within the last three years. (Copies of Award Letters, Orders, Contracts and Testimonials from clients)
 - iii) Must attach Manufacturers Letter of Authorization to deal with pipes and fittings to be supplied under this contract.

SECTION VI - SCHEDULE OF REQUIREMENTS

SUPPLY AND DELIVERY OF DRILLING STEEL CASINGS:

Materials

All materials used in this contract shall comply to Kenya Bureau of Standards or equivalent and acceptable international standards. Where materials of a particular manufacturer are called for in the specifications, the County Government of Kisumu will have the Authority to reject any material which is not of the make specified. Where the words “or other approved or equal” are used, they shall mean any make of equal quality but with written approval of County Government of Kisumu. In the absence of such specification, the County Government of Kisumu is entitled to suppose to confirm what materials are to be used.

Health and Safety

The tenderer shall observe all necessary health and safety standards and shall keep the Procuring Entity indemnified of any blame for any accidents arising during delivery to the site.

Delivery period

Due to the nature of this contract, the delivery period shall be 60 working days. This expedient period shall cover delivery to the site and received.

BILLS OF QUANTITIES

- The price must be inserted in INK and any price omitted from the items listed shall be deemed to have been included in another
- The price shall include the obligations of the tenderer including but not limited to the supply and delivery of pipes and fittings as indicated. This bill of quantities forms part of the contract documents and is to be read in conjunction with the conditions of contract, specifications and drawings.
- The quantities set forth in the bills of quantities are believed to represent the character of work to be carried out and are given for the purpose of enabling the procurement entity to compare tenders on equal basis. There is no guarantee to the tenderer that he will be required to carry out the quantities of work indicated under any one particular item or group of items in the bill of quantities.
- The prices and rates inserted in the Bills of Quantities will be used for valuing the work executed in accordance with the contract.

SECTION VII - PRICE SCHEDULE FOR GOODS

Name of tenderer _____ Tender Number _____ Page _____ of _____

1.	2.	3.	4.	5.	6.	7.
Item	Description	Unit	Country of origin	Quantity	Unit price	Total Price
1.	Supply and Deliver the following :					
2.	8" Diameter Class B Steel surface Casings (6m) Long	No	50			
3.	6" diameter class B, 4.00mm thickness screen steel casing (6m long)	No	35			
4.	6" diameter Class B, 4.00mm thickness plain (blind) steel casing (6m long)	No	55			
5.	Drilling foam 20 litres Jerican	Pcs	10			
6.	50Kg Cement (Bamburi)	Bags	50			
	Grand Total					

Signature of tenderer _____

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

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 County Government of Kisumu.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the County Government of Kisumu, 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: _____

[name and address of County Government of Kisumu]

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 *(County Government of Kisumu)*.

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 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business
 You are advised that it is a serious offence to give false information on this form

<i>Part 1 – General:</i>	
Business Name .....	.....
Location of business premises. ....	.....
Plot No.....	Street/Road
Postal Address	Tel No. Fax
Nature of Business	E mail
Registration Certificate No. ....	.....
Maximum value of business which you can handle at any one time – Kshs. ....	.....
Name of your bankers	Branch

	Part 2 (a) – Sole Proprietor			
Your name in full	Age			
Nationality	Country of origin			
	<ul style="list-style-type: none"> • Citizenship details • 			
	Part 2 (b) Partnership			
Given details of partners as follows:				
	Name	Nationality	Citizenship Details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	Part 2 (c) – Registered Company			
Private or Public				
State the nominal and issued capital of company-				
	Nominal Kshs.			
	Issued Kshs.			
Given details of all directors as follows				
	Name	Nationality	Citizenship Details	Shares
	1.....	.....	.....	.....
	2.....	.....	.....	.....
	3.....	.....	.....	.....
	4.....	.....	.....	.....
	5.....	.....	.....	.....
Date	Signature of Candidate			

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

8.3 TENDER SECURITY FORM

Whereas [*name of the tenderer*]
(hereinafter called “the tenderer”) has submitted its tender dated
..... [*date of submission of tender*] for the supply, installation
and commissioning of [*name and/or description
of the equipment*] (hereinafter called “the Tender”)
..... KNOW ALL PEOPLE by
these presents that WE of
..... having our registered office at
..... (hereinafter called “the Bank”), are bound unto
..... [*name of County Government of Kisumu*] (hereinafter
called “the County Government of Kisumu”) in the sum of
..... for which payment well and truly to be made to
the said County Government of Kisumu, the Bank binds itself, its
successors, and assigns by these presents. Sealed with the Common Seal
of the said Bank this _____ day of _____ 20 ____
_____.

THE CONDITIONS of this obligation are:-

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

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

This 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 date.

[*signature of the bank*]_____

(Amend accordingly if provided by Insurance Company)

Supply and delivery of drilling steel casings

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between [*name of Procurement entity*] of [*country of Procurement entity*] (hereinafter called “the County Government of Kisumu) of the one part and [*name of tenderer*] of [*city and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To
[name of County Government of Kisumu]

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]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[name of County Government of Kisumu]

[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 County Government of Kisumu 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 County Government of Kisumu 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 County Government of Kisumu 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]

8.7 MANUFACTURER’S AUTHORIZATION FORM

To *[name of the County Government of Kisumu]*

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.

8.8 LETTER OF NOTIFICATION OF AWARD

Address of County Government of
Kisumu

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

8.9 FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*County Government of Kisumu*)

Request for review of the decision of the..... (*Name of the County Government of Kisumu*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED
Board Secretary

Supply and delivery of drilling steel casings