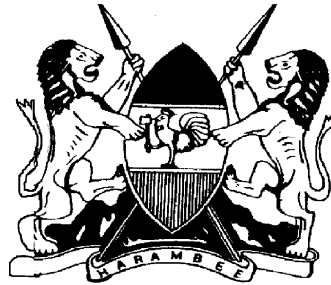


# REPUBLIC OF KENYA



## COUNTY GOVERNMENT OF NAKURU

---

**Tender Name SUPPLY AND DELIVERY OF NATURAL CONSTRUCTION  
MATERIALS**

**Tender No. NCG/T/04/2017/2018  
ALL BIDDERS**

---

**Instruction to Tenderers  
Agreement  
Annexes  
NOVEMBER 2017**

**County Government of Nakuru**

P.O. BOX 2870-20100  
**NAKURU**

## TABLE OF CONTENTS

### PAGE

SECTION I	INVITATION TO TENDER.....	3
SECTION II	INSTRUCTIONS TO TENDERERS.....	4
	APPENDIX TO INSTRUCTIONS TO TENDERERS.....	16
	EVALUATION CRITERIA.....	17
SECTION III	GENERAL CONDITIONS OF CONTRACT.....	19
SECTION IV	SPECIAL CONDITIONS OF CONTRACT.....	25
SECTION V	SCHEDULE OF REQUIREMENTS/PRICE SCHEDULE.....	26
SECTION VI	STANDARD FORMS.....	29
	1. TENDER FORM.....	30
	2. CONTRACT FORM.....	31
	3. MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRES.....	32
	4. TENDER SECURITY FORM .....	35
	5. PERFORMANCE SECURITY FORM.....	36
	6. OATHS AND STATUTORY DECLARATION FORM.....	37
	7. MANUFACTURER'S AUTHORIZATION FORM:.....	39

## **SECTION I: INVITATION FOR TENDERS**

**TENDER REF. NO:**

**TENDER NAME: SUPPLY AND DELIVERY OF NATURAL CONSTRUCTION MATERIALS**

- 1.1 **COUNTY GOVERNMENT OF NAKURU** invites sealed tenders from eligible candidates for ***Supply and Delivery of Natural construction materials***
- 1.2 A complete set of tender documents may be obtained by interested candidates through the IFMIS Suppliers portal-supplier.treasury.go.ke
- 1.2 Prices quoted should be net, inclusive of **all taxes**, and **delivery costs**, must be in Kenya Shillings and shall remain valid for **120** days from the closing date of the tender.
- 1.3 Completed tender documents are to be sent through the IFMIS Supplier Portal so as to be received on or before **14<sup>th</sup> November 2017**.
- 1.4 Tenders will be opened immediately thereafter through the system (online).

**THE COUNTY SECRETARY  
NAKURU COUNTY GOVERNMENT**

## SECTION II: INSTRUCTIONS TO TENDCERERS

### Table of Clauses

	Page
2.1	Eligible tenderers.....
2.2	Eligible goods.....
2.3	Cost of tendering.....
2.4	Contents of Tender document.....
2.5	Clarification of documents.....
2.6	Amendment of documents.....
2.7	Language of tender.....
2.8	Documents comprising the tender.....
2.9	Tender forms.....
2.10	Tender prices.....
2.11	Tender currencies.....
2.12	Tenderers eligibility and qualifications.....
2.13	Goods' eligibility and conformity to tender documents.....
2.14	Tender security.....
2.15	Validity of tenders.....
2.16	Format and signing of tenders.....
2.17	Sealing and marking of tenders.....
2.18	Deadline for submission of tender .....
2.19	Modification and withdrawal of tenders.....
2.20	Opening of tenders.....
2.21	Clarification of tenders.....
2.22	Preliminary examination.....
2.23	Conversion to single currency.....
2.24	Evaluation and comparison of tenders.....
2.25	Preference.....
2.26	Contacting Nakuru County Government .....
2.27	Award of contract.....
(a)	Post qualification.....
(b)	Award criteria.....
(c)	Nakuru County Government's right to vary quantities.....
(d)	Nakuru County Government's right to accept or Reject any or all tenders .....
2.28	Notification of award.....
2.29	Signing of contract.....
2.30	Performance security.....
2.31	Corrupt or fraudulent practices.....

## **SECTION II: INSTRUCTIONS TO TENDERERS**

### **2.1: ELIGIBLE TENDERERS**

- 2.1.1 This Invitation for Tender for Supply and Delivery of Natural construction materials is open to all eligible bidders.
- 2.1.2 Nakuru County Government employees, committee members, board members and their relatives (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 **Nakuru County Government** 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 Nakuru County Government, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 Tender documents can also be downloaded free of charge from county website, [www.nakuru.go.ke](http://www.nakuru.go.ke).
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

## **2.4: CONTENT OF 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/Price Schedules
  - (vi) Tender Form
  - (vii) Contract Form
  - (viii) Tender Security Form
  - (ix) Performance Security Form
  - (x) Confidential Business Questionnaire
  - (xi) Oaths and Statutory Declaration Form
  - (xii) Manufacturer's Authorization Form
- 2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.5: CLARIFICATION OF DOCUMENTS**

- 2.5.1 A prospective tenderer requiring any clarification of the tender document may notify **Nakuru County Government** in writing or by post at **County Government's** address indicated in the Invitation to Tender. **The County Government** 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 County Government**. Written copies of **The County Government** response will be sent to all prospective tenderers that have received the tender document.
- 2.5.2 **Nakuru County Government** 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, **Nakuru County Government**, 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, **Nakuru County Government** 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 **Nakuru County Government**, 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 **120** 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 **Nakuru County Government** 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 **Nakuru County Government'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 Nakuru County Government; and
- (c) a clause-by-clause commentary on Nakuru County Government 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 Nakuru County Government 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 County Government of Nakuru 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 1 per cent of the tender price.

2.14.3 The tender security is required to protect Nakuru County Government 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 Nakuru County Government 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 Nakuru County Government 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 as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by Nakuru County Government.

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 Nakuru County Government 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 **120** days or as specified in the Invitation to tender after the date of tender opening prescribed by Nakuru County Government, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by The County Government as non-responsive.

2.15.2 In exceptional circumstances, Nakuru County Government 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 tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

2.16.4: All required documents must be arranged chronologically as listed in the evaluation criteria and clearly marked.

## **2.18: DEADLINE FOR SUBMISSION OF TENDERS**

**2.18.1** Tenders must be received by Nakuru County Government through the Integrated Financial Management System not later than **14<sup>th</sup> November 2017**

2.18.2 Nakuru County Government 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 Nakuru County Government 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 Nakuru County Government 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 Nakuru County Government may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 Nakuru County Government 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 Nakuru County Government will open all tenders in the presence of tenderer' representatives who choose to attend, in the location specified in the Invitation to Tender.**

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

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

2.20.3 Nakuru County Government 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 Nakuru County Government 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 Nakuru County Government in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer' tender.

## **2.22 :PRELIMINARY EXAMINATION**

2.22.1 Nakuru County Government 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 Nakuru County Government may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 Nakuru County Government 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. Nakuru County Government 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 Nakuru County Government and may not subsequently be made responsive by the tenderer by correction of the non conformity.

## **2.23 :CONVERSION TO SINGLE CURRENCY**

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

## **2.24 :EVALUATION AND COMPARISON OF TENDERS**

2.24.1 Nakuru County Government 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 NAKURU COUNTY GOVERNMENT**

2.26.1 Subject to paragraph 2.21 no tenderer shall contact Nakuru County Government 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 Nakuru County Government 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, Nakuru County Government 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 Nakuru County Government 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 Nakuru County Government 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 Nakuru County Government will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further through post qualification, that the tenderer is determined to be qualified to perform the contract satisfactorily.

### **(c) Nakuru County Government's Right to Vary quantities**

- 2.27.5 Nakuru County Government 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) Nakuru County Government's Right to accept or Reject any or all Tenders**

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

## **2.28 :NOTIFICATION OF AWARD**

- 2.28.1 Prior to the expiration of the period of tender validity, Nakuru County Government 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, Nakuru County Government 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 Nakuru County Government notifies the successful tenderer that its tender has been accepted, it will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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 Nakuru County Government.

## **2.30 :PERFORMANCE SECURITY**

2.30.1 Within Thirty (30) days of the receipt of notification of award from Nakuru County Government, 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.

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

## **2.31 :CORRUPT OR FRAUDULENT PRACTICES**

2.31.1 Nakuru County Government 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 Nakuru County Government, 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 the benefits of free and open competition;

2.31.2 Nakuru County Government 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**

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

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
2.1.1: Eligible Tenderers	All bidders
2.16.4: Format and Signing of Tender	All Required documents must be arranged chronologically as listed in the evaluation criteria and clearly marked
2.18.1: Closing Date	See invitation to tenders
2.24: Evaluation and Comparison of tenders	See below

- The tenderer may be requested to provide acceptable samples before the contract is signed.
- Order shall be placed **"as and when required"** during the contract period.



**EVALUATION CRITERIA – SUPPLY AND DELIVERY OF NATURAL MATERIALS**

The method of evaluation will be Merit Point System

The criteria of evaluation and the points to be awarded on each criterion will be as follows:

<b>A.</b>	<b>MANDATORY REQUIREMENTS</b>	<b>POINTS</b>
A1	Pin Number	YES/NO
A2	Copy of valid Tax Compliance Certificate	YES/NO
A3	Current Business Permit/License (Valid)	YES/NO
A4	Certificate of Incorporation/Business Registration	YES/NO
A5	Physical location of business premises (See business questionnaire)	YES/NO
A6	Audited Accounts for the last one (1) Years i.e. 2016 for limited companies OR 6 months	YES/NO
A7	Certified Bank Statements for registered business name. Company/Business Profile	YES/NO
A8	-Disclosure of Directors/ Partners /Sole Proprietor	YES/NO
		YES/NO
<b>B.</b>	<b>GENERAL REQUIREMENTS</b>	
B1.	Financial Capability (As supported by Audited Accounts for the last one (1) years 2016)	20
B2.	Indicate having undertaken similar assignment	20
B3.	Maximum accumulative Volume of Business in a year handled in the last three years 2012, 2013, 2014 (Attach Evidence e.g. LPOs OR Delivery Notes)	
	- Above 1 million	(15)
	- 900,000-700,000	(10)
	- 600,000 -400,000	(5)
	- 300,000-100,000	(3)
	- Below - 50,000	(1)
		15
<b>C</b>	<b>TECHNICAL REQUIREMENTS</b>	
C1.	Does your company have own transport relevant to the area you are quoting for? (Attach evidence and capacity)	20
	- Own Transport show evidence	(20)
	- Hire show evidence	(10)
C2.	Delivery Period	
	within 5 days	(15)
	within 10 Days	(10)
	within14 days	(5)
	More than 14 days	(0)
C3.	Litigation History	5
C4.	<ul style="list-style-type: none"> <li>Document Conformity/Presented in a required format</li> </ul>	5
	<b>GRAND TOTAL (Pass Mark 70 Points)</b>	<b>100</b>

**NB:** - Bidders must meet all the mandatory requirements to qualify for general and technical evaluation

- To qualify for price evaluation, the bidder must score a minimum of 70 points (70) %
- The bidder quoting the lowest price having attained 70% technical score shall be recommended for contract award.
  
- Any information provided by the bidder may be verified by the County Government
  
- If information is found to be false, the company will be disqualified.

## SECTION III: GENERAL CONDITIONS OF CONTRACT

### Table of Clauses

	Page
3.1	Definitions.....
3.2	Application.....
3.3	Country of Origin.....
3.4	Standards.....
3.5	Use of Contract documents and information.....
3.6	Patent Rights.....
3.7	Performance security.....
3.8	Inspection and Tests.....
3.9	Packing.....
3.10	Delivery and documents.....
3.11	Insurance .....
3.12	Payment.....
3.13	Price.....
3.14	Assignments.....
3.15	Sub contracts.....
3.16	Termination for default.....
3.17	Liquidated damages.....
3.18	Resolution of Disputes.....
3.19	Language and law.....
3.20	Force Majeure.....

## **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 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 Procuring Entity under the Contract.
- (d) **"Procuring Entity"** means the organization purchasing the Goods under this Contract.
- (e) **"The Tenderer"** means the individual or firm supplying the Goods under this Contract.

### **3.2 :APPLICATION**

3.2.1 These General Conditions shall apply in all Contracts made by Nakuru County Government 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 Nakuru County Government 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 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 Nakuru County Government'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 Nakuru County Government and shall be returned (all copies) to The County Government on completion of the Tenderer's performance under the Contract if so required by The County Government.

### **3.6 PATENT RIGHTS**

- 3.6.1 The tenderer shall indemnify Nakuru County Government 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 Kenya.

### **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 Nakuru County Government 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 Nakuru County Government 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 Nakuru County Government 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, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by Nakuru County Government 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 Nakuru County Government or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. Nakuru County Government 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 Nakuru County Government.

- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, Nakuru County Government 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.
- 3.8.4 Nakuru County Government'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 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 Nakuru County Government 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 Nakuru County Government 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 Nakuru County Government 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 Nakuru County Government's prior written consent

### **3.15 SUBCONTRACTS**

- 3.15.1 The tenderer shall notify Nakuru County Government 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 Nakuru County Government 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 Nakuru County Government if the tenderer fails to perform any other obligation(s) under the Contract
  - (b) if the tenderer, in the judgment of Nakuru County Government has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event Nakuru County Government 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 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, Nakuru County Government 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 Nakuru County Government 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 it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.



**SECTION V: SCHEDULE OF REQUIREMENTS/PRICE SCHEDULE FOR SUPPLY AND DELIVERY OF NATURAL MATERIALS**

**1. Delivery point- Naivasha Sub County**

<b>ITEM NO</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>QTY RQD</b>	<b>UNIT COST</b>
1.	Building Stones 9"x4"	R/F	As and when Required	
2.	Building Stones 9"x6"	R/F	"	
3.	Building Stones 9"x9"	R/F	"	
4.	Hardcore Approved	Ton	"	
5.	Marram Approved	M <sup>3</sup>	"	
6.	Quarry Waste Approved	"	"	
7.	Sand Building (Red)	7Ton Lorry	"	
8.	Culverts Size 23"x36"x1M	No	"	
9.	Culverts Size 36"x36"x1m	No	"	
10.	Sand black	7 Tons	"	
11.	Ballast 6mm x 19mm	M <sup>3</sup>	"	
12.	Ballast 12mm - 14mm	"	"	
13.	Ballast 19mm – 20mm	"	"	
14.	Ballast 40mm	"	"	

## **2. Delivery point- Gilgil Sub County**

<b>ITEM NO</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>QTY RQD</b>	<b>UNIT COST</b>
1.	Building Stones 9"x4"	R/F	As and when Required	
2.	Building Stones 9"x6"	R/F	"	
3.	Building Stones 9"x9"	R/F	"	
4.	Hardcore Approved	Ton	"	
5.	Marram Approved	M <sup>3</sup>	"	
6.	Quarry Waste Approved	"	"	
7.	Sand Building (Red)	7Ton Lorry	"	
8.	Culverts Size 23"x36"x1M	No	"	
9.	Culverts Size 36"x36"x1m	No	"	
10.	Sand black	7 Tons	"	
11.	Ballast 6mm x 19mm	M <sup>3</sup>	"	
12.	Ballast 12mm - 14mm	"	"	
13.	Ballast 19mm – 20mm	"	"	
14.	Ballast 40mm	"	"	

### **3. Delivery point- Nakuru east/Nakuru west Sub County**

<b>ITEM NO</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>QTY RQD</b>	<b>UNIT COST</b>
1.	Building Stones 9"x4"	R/F	As and when Required	
2.	Building Stones 9"x6"	R/F	"	
3.	Building Stones 9"x9"	R/F	"	
4.	Hardcore Approved	Ton	"	
5.	Murram Approved	M <sup>3</sup>	"	
6.	Quarry Waste Approved	"	"	
7.	Sand Building (Red)	7Ton Lorry	"	
8.	Culverts Size 23"x36"x1M	No	"	
9.	Culverts Size 36"x36"x1m	No	"	
10.	Sand black	7 Tons	"	
11.	Ballast 6mm x 19mm	M <sup>3</sup>	"	
12.	Ballast 12mm - 14mm	"	"	
13.	Ballast 19mm – 20mm	"	"	
14.	Ballast 40mm	"	"	

#### **4. Delivery point-Rongai Sub County**

<b>ITEM NO</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>QTY RQD</b>	<b>UNIT COST</b>
1.	Building Stones 9"x4"	R/F	As and when Required	
2.	Building Stones 9"x6"	R/F	"	
3.	Building Stones 9"x9"	R/F	"	
4.	Hardcore Approved	Ton	"	
5.	Murram Approved	M <sup>3</sup>	"	
6.	Quarry Waste Approved	"	"	
7.	Sand Building (Red)	7Ton Lorry	"	
8.	Culverts Size 23"x36"x1M	No	"	
9.	Culverts Size 36"x36"x1m	No	"	
10.	Sand black	7 Tons	"	
11.	Ballast 6mm x 19mm	M <sup>3</sup>	"	
12.	Ballast 12mm - 14mm	"	"	
13.	Ballast 19mm – 20mm	"	"	
14.	Ballast 40mm	"	"	

**5. Delivery point- Subukia Sub County**

<b>ITEM NO</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>QTY RQD</b>	<b>UNIT COST</b>
1.	Building Stones 9"x4"	R/F	As and when Required	
2.	Building Stones 9"x6"	R/F	"	
3.	Building Stones 9"x9"	R/F	"	
4.	Hardcore Approved	Ton	"	
5.	Murram Approved	M <sup>3</sup>	"	
6.	Quarry Waste Approved	"	"	
7.	Sand Building (Red)	7Ton Lorry	"	
8.	Culverts Size 23"x36"x1M	No	"	
9.	Culverts Size 36"x36"x1m	No	"	
10.	Sand black	7 Tons	"	
11.	Ballast 6mm x 19mm	M <sup>3</sup>	"	
12.	Ballast 12mm - 14mm	"	"	
13.	Ballast 19mm – 20mm	"	"	
14.	Ballast 40mm	"	"	

**6. Delivery point- Njoro Sub County**

<b>ITEM NO</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>QTY RQD</b>	<b>UNIT COST</b>
1.	Building Stones 9"x4"	R/F	As and when Required	
2.	Building Stones 9"x6"	R/F	"	
3.	Building Stones 9"x9"	R/F	"	
4.	Hardcore Approved	Ton	"	
5.	Murram Approved	M <sup>3</sup>	"	
6.	Quarry Waste Approved	"	"	
7.	Sand Building (Red)	7Ton Lorry	"	
8.	Culverts Size 23"x36"x1M	No	"	
9.	Culverts Size 36"x36"x1m	No	"	
10.	Sand black	7 Tons	"	
11.	Ballast 6mm x 19mm	M <sup>3</sup>	"	
12.	Ballast 12mm - 14mm	"	"	
13.	Ballast 19mm – 20mm	"	"	
14.	Ballast 40mm	"	"	

**7. Delivery point- Kurusoi North/Kurusoi South Sub County**

<b>ITEM NO</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>QTY RQD</b>	<b>UNIT COST</b>
1.	Building Stones 9"x4"	R/F	As and when Required	
2.	Building Stones 9"x6"	R/F	"	
3.	Building Stones 9"x9"	R/F	"	
4.	Hardcore Approved	Ton	"	
5.	Murram Approved	M <sup>3</sup>	"	
6.	Quarry Waste Approved	"	"	
7.	Sand Building (Red)	7Ton Lorry	"	
8.	Culverts Size 23"x36"x1M	No	"	
9.	Culverts Size 36"x36"x1m	No	"	
10.	Sand black	7 Tons	"	
11.	Ballast 6mm x 19mm	M <sup>3</sup>	"	
12.	Ballast 12mm - 14mm	"	"	
13.	Ballast 19mm – 20mm	"	"	
14.	Ballast 40mm	"	"	

**8. Delivery point- Subukia Sub County**

<b>ITEM NO</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>QTY RQD</b>	<b>UNIT COST</b>
1.	Building Stones 9"x4"	R/F	As and when Required	
2.	Building Stones 9"x6"	R/F	"	
3.	Building Stones 9"x9"	R/F	"	
4.	Hardcore Approved	Ton	"	
5.	Murram Approved	M <sup>3</sup>	"	
6.	Quarry Waste Approved	"	"	
7.	Sand Building (Red)	7Ton Lorry	"	
8.	Culverts Size 23"x36"x1M	No	"	
9.	Culverts Size 36"x36"x1m	No	"	
10.	Sand black	7 Tons	"	
11.	Ballast 6mm x 19mm	M <sup>3</sup>	"	
12.	Ballast 12mm - 14mm	"	"	
13.	Ballast 19mm – 20mm	"	"	
14.	Ballast 40mm	"	"	



### **9. Delivery point- Bahati Sub County**

<b>ITEM NO</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>QTY RQD</b>	<b>UNIT COST</b>
1.	Building Stones 9"x4"	R/F	As and when Required	
2.	Building Stones 9"x6"	R/F	"	
3.	Building Stones 9"x9"	R/F	"	
4.	Hardcore Approved	Ton	"	
5.	Murram Approved	M <sup>3</sup>	"	
6.	Quarry Waste Approved	"	"	
7.	Sand Building (Red)	7Ton Lorry	"	
8.	Culverts Size 23"x36"x1M	No	"	
9.	Culverts Size 36"x36"x1m	No	"	
10.	Sand black	7 Tons	"	
11.	Ballast 6mm x 19mm	M <sup>3</sup>	"	
12.	Ballast 12mm - 14mm	"	"	
13.	Ballast 19mm – 20mm	"	"	
14.	Ballast 40mm	"	"	

**Note:** 1. The quantities indicated are estimates and the actual quantities shall be given as and when required on the Local Purchase Order.

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

Signature of tendered \_\_\_\_\_

**VI: STANDARD FORMS**

- 1. TENDER FORM.....
- 2. CONTRACT FORM.....
- 3. MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRES.....
- 4. TENDER SECURITY FORM.....
- 5. PERFORMANCE SECURITY FORM.....
- 6. OATHS AND STATUTORY DECLARATION FORM.....
- 7. MANUFACTURER’S AUTHORIZATION FORM: .....

**1. FORM OF TENDER (FILL THE PRICE SCHEDULE)**

To: Nakuru County Government  
Date: .....  
P.O. Box 2870 – 20100  
**NAKURU**

Tender No: .....

Tender Name: .....

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to Supply Goods under this tender in conformity with the said Tender document for the sum of Ksh:.....[Total Tender amount in words].....  
.....  
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 **Supply and Delivery of Natural materials**.in accordance with the conditions of the tender.
3. 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.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ..... day of..... 2015

.....  
[Signature]

.....  
[In the capacity of]

Duly authorized to sign tender for and on behalf of .....

## 2. 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 Nakuru County Government invited tenders for supply of stationery materials and has accepted a tender by the tenderer for the supply of goods in the sum of Ksh..... [Contract price in words in figures] (hereinafter called "the Contract Price").

### **NOW THIS AGREEMENT WITNESSTH 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 Quotation Form and the Price Schedule submitted by the tenderer;
  - (b) The Schedule of Requirements
  - (c) the General Conditions of Contract
  - (d) the County Government of Nakuru Notification of Award
3. In consideration of the payments to be made by Nakuru County Government to the tenderer as hereinafter mentioned, the tenderer hereby covenants with Nakuru County Government to supply Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. Nakuru County Government hereby covenants to pay the tenderer in consideration of the supply of 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 Govt. of Nakuru

Signed, sealed, delivered by ..... the ..... (.....)

the presence of .....

**3. MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE**  
**(Must be filled by all applicants who choose to participate in this Tender)**

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c) Whichever applies to your type of business and part 3.

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

Name of Applicant(s).....

**Part 1: General:**

1.1: Business Name .....

1.2: Certificate of Incorporation/Registration No: .....

1.3: Location of business premises .....

1.4: Plot No. ....

1.5: Street/Road .....

1.6: Postal Address .....

1.7: Office Tel. No. ....

1.8: Mobile: .....

1.9: Fax No: .....

1.10: Email Address.....

1.11: Website.....

1.12: Nature of business :( Indicate whether Manufacturer, Distributor e.t.c).....

1.13: Contact Person (Full Names).....

(a) Directors Name and Mobile Nos: .....

(b) If not Director, Title..... Power of Attorney (Yes/No) if yes, attach written document.

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

1.15: Name of your bankers ..... Branch .....

**Part 2(a) – Sole Proprietor:**

2a.1: Your name in full ..... Age .....

2a.2: Nationality ..... Country of origin .....

Citizenship details.....

**Party 2(b) – Partnership**

2b.1: Give details of partners as follows

2b.2: Name	Nationality	Citizenship Details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
5. ....	.....	.....	.....

**Part 2(c) – Registered Company:**

2c.1: Private or public .....

2c.2: State the nominal and issued capital of the company –

Nominal Kshs.. .....

Issued Kshs.....

2c.3: Give details of all directors as follows

Name	Nationality	Citizenship Details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
5. ....	.....	.....	.....

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

If a citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration

**Part 3 – Eligibility Status**

3.1 Are you related to an Employee who works in the Finance or Procurement Departments, or, is a member of the Tender Committee of Nakuru County Government?

Yes..... No: .....

3.2: If answer in '3.1' is **YES** give the relationship: .....

3.3: Does an Employee as in "3.1" above, sit in the Board of Directors or Management of your Organisation Subsidiaries or Joint Ventures?

Yes..... No.....

3.4: If answer in '3.3' above is YES give details.....

.....  
.....

3.5: Has your Organisation, 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 Nakuru County Government to provide consulting services for preparation of design, specifications and other documents to be used for procurement or the goods or services 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 Kenyan Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

**4. TENDER SECURITY FORM**

Whereas ..... (hereinafter called <the tenderer> has submitted its bid  
**[Name of Bidder]**

dated .....for supply of Building Materials (hereinafter called <the tender?>  
**[Date of submission of bid]**

KNOW ALL PEOPLE by these presents that WE ..... of.....having  
**[Name of bank] [Name of country]**

our registered office at ..... (hereinafter called <the procuring entity> in  
**[Name of procuring entity]**

the sum of Kshs..... for which payment well and truly to be made to  
**[State the amount]**

Nakuru County Government, the Bank binds itself, its successors, and assigns by these presents.  
Sealed

with the Common Seal of the said Bank this ..... day of .....200.....

THE CONDITIONS of this obligation are:-

- 1. If the tenderer withdraws its tender during the period of tender validity specified by Nakuru County Government on the Form; or
- 2. If the tender, having been notified of the acceptance of its tender by Nakuru County Government during the period of tender validity  
fails or refuses to execute the Contract Form, if required;  
OR  
fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

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

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

Signature: ..... Date: .....

Official Stamp: .....



**5. PERFORMANCE SECURITY FORM**

Nakuru County Government  
P.O. Box 2870 – 20100  
**NAKURU**

WHEREAS ..... [Name of tenderer]  
(Hereinafter called "the tenderer") has undertaken, in pursuance of  
Contract No..... [Reference number of the contract] dated .....  
20.....to supply ..... [*Tender for supply of Building Materials*]  
(Hereinafter called "the Contract")

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

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

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

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

Signature and seal of the Guarantors

.....  
[Name of bank of financial institution]

.....  
[Address]

.....  
[Date]

**6. OATHS AND STATUTORY DECLARATION FORM**

**REPUBLIC OF KENYA  
IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15 OF THE  
LAWS OF KENYA AND IN THE MATTER OF THE PUBLIC PROCURMENT AND DISPOSAL  
ACT NO. 3 OF 2005**

I,..... Of P.O Box.....  
Being a resident of..... in the Republic of Kenya do hereby make  
oath and state as follows:-

1. **THAT** I am the Chief Executive/Managing Director/Principal Officer/Director of.....  
(name of the Candidate) which is a Candidate in respect of Tender  
Number..... to supply goods, render services and/or carry out works for  
Nakuru County Government and duly authorized and competent to make this Affidavit.
  
2. **THAT** the aforesaid Candidate has not been requested to pay any inducement to any  
member of the Board, Management, Staff and/or employees and/or agents of Nakuru  
County Government, which is the procuring entity.
  
3. **THAT** the aforesaid Candidate, its servants and/or agents have not offered any  
inducement to any member of the Board, Management, Staff and/or employees and/or  
agents of Nakuru County Government.
  
4. **THAT** what is deponed to hereinabove is true to the best of my knowledge information and  
belief.

**SWORN** at..... by the said}

.....}

Name of chief Executive/Managing Director/}

Principal Officer/Director }

On this..... day of ..... 20.....}

}

}

}

DEPONENT

Before me }

}

}

}

Commissioner for Oaths }

**7. MANUFACTURER'S AUTHORIZATION FORM**

To **NAKURU COUNTY GOVERNMENT**

WHEREAS ..... who are established and reputable  
                  [*Name of the manufacturer*]  
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.