



COUNTY GOVERNMENT OF BUNGOMA

TENDER FOR PROVISION OF SERVICING AND MAINTENANCE OF COMPUTERS, PHOTOCOPIES/PRINTERS AND ICT EQUIPMENT

**TENDER No. BGM/CNTY/RPW/OT/034/2019-20
NEG; 779374**

FEBRUARY 2020

COUNTY EXECUTIVE COMMITTEE MEMBER COUNTY GOVERNMENT OF BUNGOMA P.O BOX 437 – 50 200 BUNGOMA _____	COUNTY CHIEF OFFICER COUNTY GOVERNMENT OF BUNGOMA P.O BOX 437 – 50 200 BUNGOMA _____
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**TENDER FOR PROVISION OF SERVICING AND MAINTENANCE OF
COMPUTERS, PHOTOCOPIES/PRINTERS AND ICT EQUIPMENT**

(FRAMEWORK CONTRACT)

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SECTION I – INVITATION TO TENDER

Tender Ref No:

TENDER NAME: PROVISION OF SERVICING AND MAINTENANCE OF COMPUTERS, PHOTOCOPIES/PRINTERS AND ICT EQUIPMENT (FRAMEWORK CONTRACT)

- 1.1 The County Government of Bungoma invites sealed tenders from qualified service providers for **Provision of Servicing and Maintenance of computers, photocopies/printers and ICT equipment under Framework Contracting** in line with the Public Procurement guidelines for Framework Contracting, for a period of 24 months with the possibility of renewal.
- 1.2 A complete set of tender documents may be downloaded by interested Candidates from our Website County Government of Bungoma www.bungoma.go.ke and/or IFMIS Suppliers Portal: www.supplier.treasury.go.ke free of charge.
- 1.3 The mandatory requirements: -
The bidder should provide proof of compliance with thresholds specified in the document covering the following;
 - (i) **Certified** Copy of Certificate of Incorporation / Registration
 - (ii) Copy of PIN/VAT Certificate.
 - (iii) Copy of **Valid** Tax Compliance certificate (Will be confirmed through TCC checker with KRA)
 - (iv) **Certified** Copy of **Valid** Single Business Permit related to this line of Business) from County Governments
 - (v) Certified valid **AGPO** certificate for **YOUTH**
 - (vi) Audited accounts for the last three (3) financial years
 - (vii) All tenders must be accompanied by a tender security of Kshs. 20,000.00 (Kenya Shillings Twenty Thousand only) in form of Bank Guarantee in the format provided in the tender document valid for at least 210 days from the closing day of the tenders.
 - (viii) A letter of commitment confirming that prices quoted will be valid for a period of twelve (12) months.
 - (ix) Form of Tender duly filled and signed
 - (x) Proof of a Physical registered office address, Mobile Number and e-mail address
 - (xi) Duly filled Confidential Business Questionnaire
 - (xii) Bidders **must sequentially serialize** all pages for each bid document submitted.

Note: All Certification of documents shall be original and executed by commissioner of Oaths or Notaries Public

- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and the tender shall remain valid for **120 days** from the closing date of the tender.
- 1.5 Evaluation shall be based on the post qualification method and the above details will be submitted with the priced bid.

- 1.6 Interested eligible candidates may obtain further information and inspect tender documents from the **Acting Director Supply Chain Management Office, at the County Headquarters (Old Municipal Offices)** during working hours (0800 to 1700 hrs).
- 1.7 A complete set of tender documents may be downloaded by interested Candidates from our website www.bungoma.go.ke and/or IFMIS Suppliers Portal: www.supplier.treasury.go.ke free of charge.
- 1.8 All interested bidders are required to continually check the County Government of Bungoma website: www.bungoma.go.ke for any tender addendums or clarifications that may arise before the submission date.
- 1.9 Tenders will be opened immediately thereafter in the presence of the bidder's representatives who choose to attend at the Boardroom, former KeRRA offices in Kanduyi, off A104 Bungoma

ACTING DIRECTOR (SUPPLY CHAIN MANAGEMENT)
FOR: CHIEF OFFICER – ROADS, INFRASTRUCTURE AND PUBLIC WORKS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the tender for **Provision of Servicing and Maintenance of computers, photocopies/printers and ict equipment under Framework Contracting** by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 County Government 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 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 County Government, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.4 Contents 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) Instruction 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 A prospective tenderer requiring any clarification of the tender document may notify County Government in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven

(7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 County Government shall reply to any clarifications sought by the tenderer within 7 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, 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 through an addendum 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, 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 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 2.1.2 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 2.2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - (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 tender 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 County Government's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to 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 one (1) year, following commencement of the use of the goods by County Government; and
 - (c) a clause-by-clause commentary on County Government'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 goods, 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 as indicated on the tender notice
- 2.14.3 The tender security is required to protect 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 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 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 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 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 County Government, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by County Government as non-responsive.
- 2.15.2 In exceptional circumstances, 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 Bidders 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 un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall submit their original bid in a sealed and duly marked envelop with Tender Number.
- 2.17.2 The inner and outer envelopes shall:
(a) Be addressed to County Government at the address given in the Invitation to Tender: IFMIS Suppliers Portal: www.supplier.treasury.go.ke
- 2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, County Government will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

Tenders must be submitted through the portal at the address specified under paragraph 2.17.2 no later than

- 2.18.1 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 County Government and candidates previously subject to the deadline will **Friday 20th march 2020 10:00 am** .therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

- 2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or

withdrawal of the tenders, is received by the Procuring 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 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 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

County Government will open all tenders in the presence of tenderers' representatives who choose to attend, on **Friday 20th march 2020(10:00 am)** and in the location specified in the Invitation to Tender.

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

- 2.20.1 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as County Government, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.2 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, 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 County Government in their tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

- 2.22.1 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 quantity, the total price shall prevail, and the unit price shall be corrected accordingly. 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 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 effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 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. County Government'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 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, County Government 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 County Government will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22.4
- 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 County Government

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

(c) Procuring entity's Right to Vary quantities

2.27.5 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) Procuring entity's Right to Accept or Reject Any or All Tenders

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 County Government's action

2.28 Notification of Award

- 2.28.1 Prior to the expiration of the period of tender validity, 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 2.30, 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 County Government notifies the successful tenderer that its tender has been accepted, County Government 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 60 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 County Government.

2.30 Performance Security

- 2.30.1 Within Twenty-One (21) days of the receipt of notification of award from 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 County Government.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.29 or paragraph 2.30 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event 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 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 anything
 - (ii) of value to influence the action of a public official in the procurement process or in contract execution; and
 - (iii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of 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 County Government of the benefits of free and open competition;

- 2.31.2 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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	This Invitation for Tenders is OPEN to qualified firms engaged in Provision of Servicing and Maintenance of computers, photocopies/printers and ict equipment under Framework Contracting Contracting as described in the Invitation to Tender. Successful tenderers shall maintain and service the authorities vehicles under Framework Contracting on an – as – and - when required basis for a period of twenty four (24 months) from the effective date of signing the contract as specified in the Schedule of Requirements Section VI.
2.10.4	The validity period of the tender shall be 120 days from the date of tender opening.
2.14.1	The tenderer shall furnish, as part of its tender, a tender security for the amount of Kshs. 200,000.00 (Kenya Shillings Two Hundred Thousand only) in form of Bank Guarantee in the format provided in the tender document valid for at least 210 days from the closing day of the tenders.
2.16.1	Bidders shall prepare submit one original and one copy of tender document, clearly marking as appropriate.
2.18.1	Friday 20th march 202010:00 am)
2.20	As in 2.18.1 above
2.24	As below
2.27.4	The tender shall be awarded to the LOWEST EVALUATED Bidder PER LOT.
2.30	Performance security shall be 10% of the contract sum in the form of Bank Guarantee from a reputable Bank in Kenya.

EVALUATION CRITERIA

Table 1: PRELIMINARY REQUIREMENTS (MANDATORY)		
No.	Documents to be submitted	Yes/ No
1	Certified Copy of Certificate of Incorporation / Registration	
2	Copy of PIN/VAT Certificate	
3	Copy of Valid Tax Compliance certificate (Will be confirmed through TCC checker with KRA)	
4	Certified Copy of Valid Single Business Permit related to this line of Business) from County Governments	
5	Audited accounts for the last three (3) financial years (2018, 2017 and 2016)	
6	All tenders must be accompanied by a tender security of Ksh. 20, 000.00 (Kenya Shillings Twenty Thousand only) in form of Bank Guarantee in the format provided in the tender document valid for at least 150 days from the closing day of the tenders.	
7	Proof of a Physical registered office address, Mobile Number and e-mail address	
8	A letter of commitment confirming that prices quoted will be valid for a period of twelve (12) months.	
9.	Duly filled, signed and stamped Forms provided in the Tender Document	
10	Bidders must sequentially serialize all pages for each bid document submitted.	

TECHNICAL EVALUATION CRITERIA

Table 2: TECHNICAL EVALUATION CRITERIA

No.	Requirements	Max. Score
1	Firms General experience i) Over three (3) years - 20 Marks ii) Three years - 15 Marks iii) Two (2) years – 10 Marks iv) One (1) year - 5 Marks	20
2	Reference letters from at least 3 clients (Ministries or Government Agencies): i) Reference letters from more than 3 clients – 20 Marks ii) Reference letters from 3 clients – 15 Marks iii) Reference letters from 2 clients – 10 Marks iv) Reference letter from 1 client – 5 Marks	20
3	Provision of Credit Facility (At least 30 Days Credit period from receipt of monthly statement):	10
4	Evidence of branches or dealers in the stated 8 No. Regions: i) Evidence of branches in 8 regions – 20 Marks ii) Evidence of branches in 6-7 Regions – 15 Marks iii) Evidence of branches in 4-5regions – 10 Marks iv) Evidence of branches in less than 4 regions – 5 Marks	20
5	Provide a Letter of Reference from the bank or Audited financial statements/accounts for the last three years.	10
6	A letter of commitment confirming duration of time to deliver service from notification by the client: i) Delivery of service within one day from date of receipt of Local Purchase Order (LPO) – 20 Marks ii) Delivery of service within two days from date of receipt of Local Purchase Order (LPO) – 15 Marks iii) Delivery of service in more than two days from date of receipt of Local Purchase Order (LPO) – 10 Marks iv) Delivery of service in more than three days from date of receipt of Local Purchase Order (LPO) – 5 Marks	20
	Total	100

NOTE: The minimum pass mark to qualify for award shall be **70%**. Applicants who will not meet this minimum pass mark shall be disqualified at this stage.

3. FINANCIAL EVALUATION

To qualify for financial evaluation, the bidder must score a minimum of 70 points (70%).

The weights are as follows: -

$$\mathbf{T \text{ (Technical)} = 70}$$

$$\mathbf{P \text{ (Financial)} = 30}$$

Financial Score

The formula for calculating the financial scores is: $\mathbf{Sf = 100 * Fm/F}$ Where: **Sf** is the total financial score of the proposal. **Fm** is the highest financial proposal score. **F** is the total financial score of the proposal under consideration.

Combined Technical and Financial Score

The formula for calculating the total combined scores is $\mathbf{S = St * T\% + Sf * P\%}$. Where: **S** is the combined technical and financial score; **St** is the technical score; **T** is the weight of the technical score (**70**); **Sf** is the financial score; and **P** is the weight of the financial score (**30**).

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 County Government and the Bidder, 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 Bidder under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the Bidder including any documents, which the Bidder is required to provide to County Government under the Contract.
- (d) “County Government” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of the contract

3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without County Government’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of County Government in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without County Government's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of County Government and shall be returned (all copies) to County Government on completion of the contract's or performance under the Contract if so required by County Government.

3.5. **Patent Rights**

3.5.1 The Contractor shall indemnify County Government against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 **Performance Security**

3.6.1 If performance security is applicable the contractor or service provider is required to submit it within twenty-eight (28) days of receipt of the notification of Contract award, the successful bidder shall furnish to County Government the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to County Government as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.

3.6.3 The performance security if applicable shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to County Government and shall be in the form of:

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

3.6.4 The performance security will be discharged by County Government and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. **Delivery of services and Documents**

3.7.1 Delivery of the services shall be made by the Bidder in accordance with the terms specified by County Government in the schedule of requirements and the special conditions of contract

3.8. **Payment**

3.8.1. The method and conditions of payment to be made to the Bidder under this Contract shall be specified in SCC

Support of work –proof of payment shall be done by attaching Job Cards, Email print outs and any other appropriate documentation.

Inspection and Acceptance committee appointed by the Chief Officer shall certify and approve invoice and all supporting documents

All other conditions of payments in Finance Manual Policy and Procedures shall apply

3.9. Prices

3.9.1 Prices charged by the service provider for Services performed under the Contract shall not; with the exception of any price adjustments authorized in SCC vary from the prices quoted by the Bidder in its Tender.

3.10. Assignment

3.10.1 The Contractor OR service provider shall not assign, in whole or in part, its obligations to perform under this Contract, except with County Government's prior written consent.

3.11. Termination for Default

3.11.1 County Government may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by County Government.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of County Government has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event County Government terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Contractor shall be liable to County Government for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

3.12.1 County Government may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to County Government.

3.13. Termination for Convenience

3.13.1 County Government by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination County Government may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

3.14.1 County Government and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16. Applicable Law

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC.

3.17 Force Majeure

3.17.1 The Contractor 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.

3.18 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 **Special conditions of contract with reference to the general conditions of contract.**

General Conditions of contract reference	Special conditions of contract
Paragraph 3.6	10% of the contract sum in the form of Bank Guarantee from a reputable Bank in Kenya
Paragraph 3.7	<p>With guidance from County Government Administration Department, the dealer shall:</p> <ol style="list-style-type: none"> 1. Carry out Service to our computers and ict equipment bi-monthly 2. On order supply and repair the malfunctioning items 3. Carry out diagnosis of defects and issue a quotation for repairs for prior authorization. 6. Any other incidental and attendant services <p>The servicing and maintenance should provide for any additional computers, photocopies/printers and ict equipment which may be added</p>
Paragraph 3.8.1	Payments shall be made on invoices within thirty (30) days from the date of Receipt accompanied by corresponding post-inspection reports
Paragraph 3.9	There shall be no price adjustment and variations in this contract
Paragraph 3.14	If both parties have been unable to resolve disputes amicably the provisions of the Arbitration Act of the laws of Kenya shall apply.
Paragraph 3.17	The applicable law is the Law of Kenya
Paragraph 3.18	<p>The Address of the Client is: Chief Officer P.O Box 437 – 50 200 Bungoma</p> <p>The Address of the Contractor is: Managing Director: P.O Box Fax: Email:</p>

SECTION V – DESCRIPTION OF SERVICES

1.0 RATIONALE FOR SERVICE

The County Government plans to engage an eligible motor vehicle service provider to be servicing and maintaining her motor vehicles on framework basis. The service provider will be servicing the computers and ICT equipment after every 2months after being informed by the County Government on the need. This is to ensure that the computers and ICT equipment is well maintained and meet the required standards.

2.0 OBJECTIVE

The County Government is seeking the services of a service provider with requisite level of expertise and experience to service and maintain her fleet of computers, photocopies/printers and ict equipment for a period of two years.

3.0 SPECIFIC TASKS

With guidance from County Government Administration Department, the dealer shall:

- i) Carry out Service to our computers and ICT equipment bi-monthly
- ii) On order supply and repair the malfunctioning items and Toners/cartridges
- iii) Carry out diagnosis of defects and issue a quotation for repairs for prior authorization
- iv) Any other incidental and attendant services.

4.0 SECTION V: TECHNICAL SPECIFICATIONS

SCOPE OF WORK

- a) UPS
- b) Computers
- c) Photocopiers
- d) Printers
- e) Local Area Network

1. UPS (inspection, testing and maintenance)					
No.	Item Description / Model	Unit of issue	Quantity to be serviced	Service include but not limited to;	
	UPS Inform, 650VA	NO.		15	<ul style="list-style-type: none"> • Ensure that all equipment is clean and free of loose dust, dirt, and debris. • Inspect the air intake and exhaust plates and clean as required. • Initiate the start-up procedure, as required • Run self-test and battery calibration • Inspect condition of all batteries <ul style="list-style-type: none"> · Measure batteries voltage • Test the main operating sequences as applicable to the equipment configuration.

		2. Photocopier/Printers (inspection, testing and maintenance)			
No.	Item Description / Model	Unit of issue		Quantity to be serviced	Service include but not limited to;
1.	HP color laserjet MFP M 277dw	No.		1	<ul style="list-style-type: none"> • General maintenance • Cleaning rollers • Cleaning filters and fans • Cleaning paper path • Printer parts replacement • Jamming problems • Print quality issues • Fuser assembly repair or replacement • Error code troubleshooting • Flexible service plans • Installation of Maintenance Kits • Supply of Toners • Cleaning rollers • Cleaning filters and fans • Cleaning paper path • Printer parts replacement • Jamming problems • Print quality issues • Fuser assembly repair or replacement • Error code troubleshooting • Flexible service plans • Installation of Maintenance Kits • Pricing shall include consumables (Maintenance Kits)
2.	HP P3010 series	No.		1	
3.	HP color LaserJet MFP M177dw	No.		1	
4.	Kyocera TASK alfa 3050ci Copier	No.		1	
5.	Kyocera 3011i copier	No.		1	
6.	Laser jet Pro MFP M125nw	No.		1	
7.	HP Color laserjet Mfp M181fw	No.		1	
9.	Laser jet Pro MFP M402dn	No.		2	
10.	Laser jet P1102	No.		2	
11.	Laser jet 2050	No.		1	
12.	Kyocera TASKalfa KM 2550 Copier	No.		1	
13.	Kyocera TASKalfa KM 1635 Copier	No.		1	
14.	Laser Jet M1132 mfp	No.		1	

- Supply of Toners

3. Local Area Network (inspection, testing and maintenance)				
No.	Item Description / Model	Unit of issue	Quantity to be servi ced	Service include but not limited to;
1.	Network Cabinets	No.	1	<ul style="list-style-type: none"> • Ensure that maintenance of the Communication System, network and active equipment is carried out.
2.	Cisco 3000 Switches series	No.	1	<ul style="list-style-type: none"> • Surface cleaning and dusting • Hardware and software tests • Ensure that system is repaired in time and restored to its original operation. • Upgrading software patches on all the active equipment to the latest and stable releases. • Dust and surface clean the switches, firewalls, routers and data cabinets. • Provide a detailed report on the same. • Provide advice and design for expansions.

Signature of tenderer:

SECTION VI: PRICE SCHEDULE FOR SERVICE

No.	Item Description / Model	Unit of issue	Quantity to be serviced	Service include but not limited to;	Unit price
1.	UPS 650VA	No.		15	
2.	Computers	No.		20	

			2. Printers/Photocopiers (inspection, testing and maintenance)	
No.	Item Description / Model	Unit of issue		
1.	HP color laserjet MFP M 277dw	No.		
2.	HP P3010 series	No.		
3.	HP color LaserJet MFP M177dw	No.		
4.	Kyocera TASK alfa 3050ci Copier	No.		
5.	Kyocera 3011i copier	No.		
6.	Laser jet Pro MFP M125nw	No.		
7.	HP Color laserjet Mfp M181fw	No.		
8.	Laser jet Pro MFP M402dn			
9.	Laser jet P1102	No.		
10.	Laser jet 2050	No.		
11.	Kyocera TASKalfa KM 2550 Copier	No.		

12.	Kyocera TASKalfa KM 1635 Copier	NO.			
14.	Laser Jet M1132 mfp	NO.			

3. Local Area Network (inspection, testing and maintenance)

No.	Item Description / Model	Unit of issue		
1.	Network Cabinets	No.		
2.	Cisco 3000 Switches	No.		

Signature/Stamp of tenderer: _____

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

6.0 DELIVERABLES:

1. Submit detailed quotation for approval before commencement of work.
2. Perform the task as per the quotation and approved LPO/LSO.
3. Issue a monthly statement together with supporting invoices for all the works done during the respective month.
4. Provide a defect report for computers and ICT equipment before and after service

7.0 REQUIRED QUALIFICATIONS AND EXPERIENCE OF THE FIRM

The firm must be registered within Kenya. The bidder **MUST** have an outlet/agent in Western Region.

8.0 DURATION OF THE ASSIGNMENT

The assignment will take of two years' renewable based on performance

9.0 SUPERVISION OF WORK

The firm will be contracted under the County Government's terms and supervised by the Administration Department under the instruction of the Chief Officer, solely for the purpose of delivering the above outputs, within the agreed time frame.

County Government as the Client shall provide necessary support to the firm in order to execute the assignment during the duration of the work.

Note: The Authority may acquire additional computers and ICT equipment during the contract period and the same rates should apply based on the same make /model

SECTION VI - STANDARD FORMS

Notes on the standard Forms

1. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the Tender.
2. **Form of Tender** - The form of Tender must be completed by the Bidder and submitted with the Tender documents. It must also be duly signed by duly authorized representatives of the Bidder.
3. **Contract Form** - The contract form shall not be completed by the Bidder at the time of submitting the Tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **The performance security and bank guarantee for advance payment** – The forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. **Confidential Business Questionnaire Form** - This form must be completed by the Bidder and submitted with the Tender documents.
6. **Written Power of Attorney Form** - The form of written power of attorney must be completed and submitted with the Tender.
7. **Fraud and Corruption Form** - The form of Fraud and Corruption must be completed and submitted with the Tender.
8. **Declaration Form** - The form of Declaration must be completed and submitted with the Tender.
9. **Letter of Notification of Award**- This will be issued by County Government upon successful negotiation.
10. **Public Procurement Administrative Review Board Form - Form RB 1**

We undertake, if our Tender is accepted, to offer Services for Servicing and Maintenance of **computers, photocopies/printers and ict equipment** in accordance with the rates specified herein above.

Name

Name of signatory:

In the capacity of:

Authorized Signature:

Company Rubber Stamp/Seal.....

6.2 FORM OF TENDER

To.....

Date:

Name and address of procuring entity
Tender No.
Tender Name

Gentlemen and/or Ladies: -

1. Having examined the Tender documents including the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Services for Servicing and Maintenance **computers, photocopies/printers and ict equipment** under this Tender in conformity with the said Tender document 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 offer Services for Maintenance and Repair **computers, photocopies/printers and ict equipment** 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 2020

[Signature] [In the capacity of].....

Duly authorized to sign Tender for and on behalf of

.....

6.3 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

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 **21 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

6.4 CONTRACT FORM

THIS AGREEMENT made the day of2020 between County Government

[country of Procurement entity] (hereinafter called Employer) of the one part and [name of tenderer]of [city and country of tenderer] (hereinafter called “the tenderer”) of the other part:

WHEREAS County Government invited tenders for the **Provision of Servicing and Maintenance of computers, photocopies/printers and ict equipment under Framework Contracting**, has accepted a tender by the tenderer for the supply of the services in the sum of _____

_____ [Contract price in words in 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 Details of Service
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract; and
 - (f) County Government’s Notification of Award
3. In consideration of the payments to be made by County Government to the tenderer as hereinafter mentioned, the tenderer hereby covenants with County Government to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

County Government hereby covenants to pay the tenderer in consideration of the provision of the services 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 Employer)

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

6.5 TENDER SECURITY FORM

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

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at County Government (hereinafter called <Employer> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____

THE CONDITIONS of this obligation are: -

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

We undertake to pay to County Government up to the above amount upon receipt of its first written document to 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.

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

6.6 PERFORMANCE SECURITY FORM

To:
[Name of procuring entity]

WHEREAS *[name of tenderer]*
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____
[reference number of the contract] dated _____ 20 _____ to supply
.....
[description of insurance services] (Hereinafter called “the Contract”)

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

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

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

This guarantee is valid until the _____ day of _____ 20 ____

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

6.7 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General:

Business Name

Location of business premises

Plot No. Street/Road

Postal Address Tel. No.Fax

Email

Nature of business Registration

Certificate No. Maximum value of

business which you can handle at any one time in Kshs. Name of your

bankers Branch

Your name in full Age

Nationality Country of origin

Citizenship details.....

Give details of partners as follows

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

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company – Nominal

Kshs. Issued

Kshs..... Give details of

all directors as follows: -

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

Date.....Signature of Bidder

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

6.8 FORM OF WRITTEN POWER OF ATTORNEY

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

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

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

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

Alternate:

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

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

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

NOTE: TO BE FILLED BY ALL BIDDERS.

6.9 FRAUD & CORRUPTION FORM

- 1 If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract.
- 2 Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Works, then that employee shall be removed.
- 3 For the purposes of this Sub-Clause:
 - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- 4 The Contractor declares that:
 - a) They did not engage in any action to influence the Project implementation process to the detriment of the Employer, in particular no collusive practice took place nor will take place, and

The bidding proceedings, contract award, and execution have not and will not be subject to any corrupt practice as defined in the United Nations Convention to combat corruption dated 31 October 2003.

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____

duly authorized to sign Tenders for and on behalf of
_____ [Name of Tenderer] of

_____ [Address of Tenderer]

_____ [Seal or Stamp of Tenderer]

6.10 DECLARATION FORM

Date _____

To _____

The tenderer i.e. (Name and address) _____
_____ declare the following:

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

Title

Signature

Date

(To be signed by authorized representative and officially stamped)

6.11 FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the County Government of

.....dated the...day of20.....in the matter of Tender No.....of
.....20...

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 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