



**ISIOLO COUNTY GOVERNMENT**



**TENDER NO: ICG/011/005/2024-2026**

**STANDARD TENDER DOCUMENT**

**SUPPLY & DELIVERY OF CERIALS, PULSES &  
MISCELLANIOUS FOOD STUFF (FRAMEWORK  
CONTRACT FOR TWO YEAR 2024-2026)**

**CLOSING DATE: Monday 5th August 2024 AT 10:00 am**

**TENDER NO: ICG/011/001/2024-2026 FOR SUPPLY & DELIVERY OF  
CERIALS, PULSES & MISCELLANIOUS FOOD STUFF  
(FRAMEWORK CONTRACT FOR TWO YEAR 2024-2026)**

**NOTE:** Please provide your details below for purposes of communication in case you download this tender document from PPIP or Isiolo.go.ke website.

Name of the firm:.....

Postal Address:.....

Telephone Contacts: .....

Company email address:.....

Contact Person:.....

Once completed please submit this form to the email below;

## TABLE OF CONTENTS

Page

---

	INTRODUCTION .....	3
SECTION I	INVITATION TO TENDER.....	4
SECTION II	INSTRUCTIONS TO TENDERERS.....	5
	Appendix to Instructions to Tenderers .....	17
SECTION III	GENERAL CONDITIONS OF CONTRACT.....	19
SECTION IV	SPECIAL CONDITIONS OF CONTRACT.....	25
SECTION V	TECHNICAL SPECIFICATIONS.....	27
SECTION VI	SCHEDULE OF REQUIREMENTS.....	30
SECTION VII	PRICE SCHEDULE FOR GOODS.....	30
SECTION VIII	STANDARD FORMS.....	31
8.1	FORM OF TENDER.....	32
8.2	CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS.....	32 33
8.3	TENDER SECURITY FORM.....	34
8.4	CONTRACT FORM.....	35
8.5	PERFORMANCE SECURITY FORM.....	36
8.6	BANK GUARANTEE FOR ADVANCE PAYMENT FORM.....	37
8.7	MANUFACTURERS AUTHORIZATION FORM.....	38



## **Introduction**

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

## SECTION I INVITATION TOTENDER

TENDER REF NO: TENDER NO: ICG/011/001/2024-2026

Date: 22<sup>nd</sup> July 2024

**TENDER NAME: SUPPLY & DELIVERY OF CERIALS, PULSES & MISCELLANIOUS FOOD STUFF for Isiolo County Government.**

- 1.1 The Isiolo county government invites sealed bids from eligible candidates for the **SUPPLY & DELIVERY OF CERIALS, PULSES & MISCELLANIOUS FOOD STUFF for Isiolo County Government.**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the **ISILOLO COUNTY, Procurement department, Treasury, ICG HQs Offices**, during normal working hours.
- 1.3 Bidders SHALL download the tender documents free of charge from the county website: [isiolo.go.ke/](http://isiolo.go.ke/) Bidders who download the tender documents must forward their particulars immediately for records and communication of any
- 1.3 Completed tender documents **MUST be accompanied by a security in the form and amount specified in the tender documents.** These are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at Entrance of Treasury County HQ Offices or be addressed to **Isiolo county government, Procurement department, ICG HQs Offices, Isiolo** so as to be received on or before **Tuesday 5th August 2024 AT 12:00 pm.**
- 1.4 Prices quoted should be inclusive of all taxes at delivery costs, and must be in **Kenya Shillings (or any other easily convertible currency) and shall remain valid for 120 days from the closing date of the tender.**
- 1.5 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the **PROCUREMENT HALL**  
**Any canvassing or giving off false information will lead to automatic disqualification.**

For: **DIRECTOR SUPPLY CHAIN MANAGEMNT SERVICES**  
**ISILOLO COUNTY GOVERNMENT**

# INSTRUCTIONS TOTENDERERS

## Table of Clauses

		Page
2.1	Eligible tenderers.....	6
2.2	Eligible goods.....	6
2.3	Cost of tendering.....	6
2.4	Contents of Tender document.....	7
2.5	Clarification of documents.....	7
2.6	Amendment of documents.....	8
2.7	Language of tender.....	8
2.8	Documents comprising the tender.....	8
2.9	Tender forms.....	8
2.10	Tender prices.....	8
2.11	Tender currencies.....	8
2.12	Tenderers eligibility and qualifications.....	9
2.13	Goodsž eligibility and conformity to tender documents.....	9
2.14	Tender security.....	10
2.15	Validity of tenders.....	10
2.16	Format and signing of tenders.....	11
2.17	Sealing and marking of tenders.....	11
2.18	Deadline for submission of tender .....	12
2.19	Modification and withdrawal of tenders.....	12
2.20	Opening of tenders.....	12
2.21	Clarification of tenders.....	13
2.22	Preliminary examination.....	13
2.23	Conversion to single currency.....	14
2.24	Evaluation and comparison of tenders.....	14
2.25	Contacting the procuring entity.....	14
2.26	Award of contract.....	14
(a)	Post qualification.....	14
(b)	Award criteria.....	15
(c)	Procuring entityžs right to vary quantities....	15
(d)	Procuring entityžs right to accept or reject any or all tenders .....	15
2.27	Notification of award.....	15
2.28	Signing of contract... ..	5
2.29	Performance security.....	16
2.30	Corrupt or fraudulent practices.....	16

## **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 supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 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 Isiolo 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 the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.



## **2.4. The Tender Document**

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

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturers 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 the Isiolo County Government in writing or by post at the entity's address indicated in the Invitation to Tender. The Isiolo County Government will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (14) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The Isiolo 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, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.7 Language of Tender**

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

## **2.8 Documents Comprising of Tender**

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

## **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 Tenders 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 90 days from the date of opening of the tender.

## **2.11 Tender Currencies**

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

## **2.12 Tenderers Eligibility and Qualifications**

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

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

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

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

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

## **2.14 Tender Security**

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

2.14.3 The tender security is required to protect the Isiolo County Government against the risk of Tenderers conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Isiolo 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 the Isiolo County Government as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderers tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderers tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the Isiolo 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 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Isiolo County Government as non-responsive.**

2.15.2 In exceptional circumstances, the Isiolo County Government may solicit the Tenderer 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 Isiolo County Government 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 seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as **ORIGINAL and COPY** The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Isiolo County Government at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the 1.6 words, DO NOT OPEN BEFORE, **Monday 5th August 2024 AT 10:00 AM.**

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 Later.

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

## **2.18 Deadline for Submission of Tenders**

Tenders must be received by the Isiolo County Government at the address specified under paragraph 2.17.2 no later than Monday 5th August 2024 AT 10:00 AM.

2.18.1 The Isiolo 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 the Isiolo 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 the Isiolo County Government prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderers 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 Tenderers forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5 The Isiolo 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 The Isiolo 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**

- 1.7 The Isiolo County Government will open all tenders in the presence of tenderers representatives who choose to attend, Monday 5th August 2024 AT 10:00 AM
- 2.20.1 and in the location specified in the Invitation to Tender.
- The tenderers representatives who are present shall sign a register evidencing their attendance.
- 2.20.2 The tenderers names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 The Isiolo 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 the Isiolo 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 the Isiolo County Government in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

## **2.22 Preliminary Examination**

- 2.22.1 The Isiolo 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 The Isiolo 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 the Isiolo 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. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Isiolo 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 Isiolo County Government will convert these currencies to Kenya Shillings using the selling exchange rate on the rate of tender closing provided by the Central Bank of Kenya.

### **2.24 Evaluation and Comparison of Tenders**

- 2.24.1 The Isiolo 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 Procuring entity**

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Isiolo 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 the Isiolo County Government in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderers tender.

## **2.27 Award of Contract**

### **(a) Post-qualification**

- 2.27.1 In the absence of pre-qualification, the Isiolo 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 tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Isiolo 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 Tenderers tender, in which event the Isiolo County Government will proceed to the next lowest evaluated tender to make a similar determination of that Tenderers capabilities to perform satisfactorily.

### **(b) Award Criteria**

- 2.27.4 The Isiolo 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 The Isiolo 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**

- 2.27.6 The Isiolo 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 the Procuring entity's action

## **2.28 Notification of Award**

2.28.1 Prior to the expiration of the period of tender validity, the Isiolo 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 Tenderers furnishing of the performance security pursuant to paragraph 2.28, the Isiolo 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 the Isiolo County Government notifies the successful tenderer that its tender has been accepted, the Isiolo 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 30 days from the date of notification of contract award unless there is an administrative review request.

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

## **2.30 Performance Security**

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

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Isiolo 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 The Isiolo 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 of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Isiolo County Government of the benefits of free and open competition;

2.31.2 The Isiolo 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**

<b>INSTRUCTIONS TENDERERS</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
2.1.1	The tender is open to bidders for the Supply and Delivery of Fuel and Lubricants for ICG.
2.1.2	The Declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire.
2.2.2	The bid document shall be charged Kshs.1000 per set for hard copy. (Downloaded documents are free).
2.12.1	Tenders must be accompanied with a Tender Security in the form of Cash Deposit, Bank Guarantee, Insurance company Guarantee or a Letter of credit.  The amount of tender security required is One hundred thousand Kenya Shillings ( <b>KES 100,000.00</b> ) and must be valid for <b>150days</b> after the date of tender submission.
2.13.1	Bid Validity Period is <b>120 days</b> from <b>Monday 5th August 2024 AT 10:00 AM</b>
2.13.3	The technical specifications are given in pages 27 to 32.
2.16.2	The bidder must provide an appropriate written power of attorney establishing the authorization of the signatory to the tender documents to bind the bidder.

2.16.3	Bulky tenders, which will not fit in the tender box, shall be received by SCG in the Procurement Department at SCG HQs Building.
2.17	<b><i>This tender is based on One (1) bid envelope system. The bidder/s are required to submit a bid which has combined technical and a financial proposal in one envelope.</i></b>
2.18.1	Time, date, and place for bid opening are: 12:00pm local time, on <b>Monday 5th August 2024 AT 10:00 AM</b> Place: <b>PROCUREMENT , TREASURY</b> Country: <b>Kenya</b>
2.20.1	Opening of tender documents will be done in public at the time of closing the tender.
2.22.1	Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.  Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
2.24	The bid evaluation will take into account technical factors in addition to cost factors. The weight for price is 30% while the weight for technical specifications is 70%. Bidders must conform to the specific Technical Requirements in Section IV
2.25	Preference  SCG will not grant a margin of preference for purposes of bid comparison

2.27.4

The evaluation of the responsive bids will take into account technical factors, in addition to cost factors. An Evaluated Bid Score (B) will be calculated for each responsive bid as stated, which permits a comprehensive assessment of the bid price and the technical merits of each bid:

??

??

2.30

The performance security required will be 10% of the Contract Value.

### SECTION III: GENERAL CONDITIONS OF CONTRACT

#### Table of Clauses

	Page
3.1 Definitions.....	20
3.2 Application.....	20
3.3 Country of Origin.....	20
3.4 Standards.....	20
3.5 Use of Contract documents and information... ..	20
3.6 Patent Rights.....	21
3.7 Performance security.....	21
3.8 Inspection and Tests.....	21
3.9 Packing.....	22
3.10 Delivery and documents.....	22
3.11 Insurance .....	22
3.12 Payment.....	22
3.13 Price.....	22
3.14 Assignments.....	23
3.15 Sub contracts.....	23
3.16 Termination for default.....	23
3.17 Liquidated damages.....	23
3.18 Resolution of Disputes.....	24
3.19 Language and law.....	24
3.20 Force Majeure.....	24

## **SECTION III- GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

- (a) The Contract means the agreement entered into between the Isiolo County Government and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) The Contract Price means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) The Goods means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Isiolo County Government under the Contract.
- (d) The Procuring entity means the organization purchasing the Goods under this Contract.
- (e) The Renderer means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Isiolo 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 renderer

### **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 renderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan,



Drawing, pattern, sample, or information furnished by or on behalf of the Isiolo County Government in connection therewith, to any person other than a person employed by the renderer in the performance of the Contract.

3.5.2 The renderer shall not, without the Procuring entities prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Isiolo County Government and shall be returned (all copies) to the Isiolo County Government on completion of the Renderer's performance under the Contract if so required by the Procuring entity

### **3.6 Patent Rights**

3.6.1 The renderer shall indemnify the Isiolo 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 the Procuring entity's country

### **3.7 Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tendered shall furnish to the Isiolo 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 the Isiolo County Government as compensation for any loss resulting from the Tenderers failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Isiolo 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 Procuring entity, in the form provided in the tender documents.

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

### **3.8 Inspection and Tests**

3.8.1 The Isiolo 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. The Isiolo 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 subcontractors, at point of delivery, and/or at the Goods final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Isiolo 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 Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Isiolo 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 Isiolo 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 the Isiolo 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 the Isiolo 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 the Procuring entity's prior written consent

### **3.15 Subcontracts**

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

**SECTIONIV- SPECIAL CONDITIONS OF CONTRACT**

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

42.

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.10.1	<i>Delivery shall be at the various points of sale (Petrol Stations) countrywide as stipulated.</i>
3.12.1	<p><i>Payment for one month fuel and lubricants consumption for all vehicles shall be postpaid and shall be net after deduction of the discount offered In addition, the monthly credit limit per vehicle shall be as tabulated below but may be subject to change upon agreement by both parties which shall be in writing.</i></p> <p><i>Credit period shall be 30 days from the receipt of invoice.</i></p>
3.13	<i>Prices changes shall be allowed but shall not exceed the prevailing market price. The prices shall therefore not exceed the Government recommended prices issued by the Ministry of Energy from time to time.</i>
3.18.1	<i>Disputes will be addressed through arbitration.</i>
3.7.1	<i>Performance security equivalent to 10% of the total estimated cost of Monthly Consumption will be required from the winning bidder after the award of the tender inform of Unconditional Bank Guarantee.</i>

**3.18****Resolutions of Disputes**

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

**3.19****Language and Law**

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

**3.22****Notices**

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

## SECTION V - TECHNICAL SPECIFICATIONS

### Technical Specifications/Scope of service

#### A. The services to be provided include but are not limited to:

- a) Supply of unleaded extra
- b) Supply of Diesel extra
- c) Lubricants

#### B. Duration of the contract:

The contract is expected to run for a period of Two (2) year and shall be executed in accordance with the scope of services and conditions of the contract.

### EVALUATION CRITERIA

#### MANDATORY REQUIREMENTS

No	Requirements
MR 1	Must fill the Price schedule <b>in the format provided</b>
MR 2	Must submit a valid tax compliant certificate
MR 3	Must submit a dully filled up confidential business questionnaire <b>in the format provided</b>
MR 4	Must submit a copy of certificate of
	registration/incorporation
MR 5	Must fill in the standard tender document <b>in the format provided</b> and not any other document
MR 6	Must fill, stamp and sign the form of tender in the <b>format provided</b>
MR 7	Attach Copy of a Valid Business Permit
MR 8	Tender Documents Must be Serialized/Numbered
MR 9	Attach company profile
MR 10	Attach KRA Pin
MR 11	License from Ministry of Energy to store petroleum under ground

### TECHNCAL EVALUATION

No	Evaluation Attribute	Weighting Score	Max. Score
T.S 1	Number of years in the business	2 years and above 20mrks Below 2 Years----- 20Mks Below 1 Year----- 10Mks	20
T.S 2	Must Attach recommendation letters from at least 2 Clients offered similar goods/services	2clients or more with – 20marks Others prorated at: <u>Number of clients x 20</u> 5	20
T.S 3	Proof of Previous Experience on  Contracts above 1million; Attach copies of LPOs,  Notification of Awards etc	Contract 1million & above -- 20 marks  Contract below 0.5million provided--- 5Marks	20
	Cards	Not Attached ----- 0	
T.S 4	Provide Geographical Location of Filling Stations (Networks)	Details of physical address and contacts with copy of title or lease documents or latest utility bill--- 30Mks  Not Provided----- 0Mks	40

- *Only bidders who score 50% and above will be subjected to financial evaluation. Those who score below 50% will be eliminated at this stage from the entire evaluation process and will not be considered further*
- *Contract may be awarded in whole OR partially on evaluated items.*



Tenderers who are successful at preceding stages will have their prices and delivery period compared and award recommended to the lowest evaluated responsive bid.

**D) Post Qualification Evaluation**

If the tenderer/s selected as having submitted the lowest evaluated responsive bidder/s will be subjected to post qualification to determine if they are qualified to perform the contract satisfactorily.

- 1. **Minimum number of 2 (two) supply contracts of items within the past 2 years. The Tenderer should provide documentary evidence in support of the experience of previous supply (Contracts, Purchase Orders, Reference letters and Contact details of previous supply contracts). (Mandatory)**
- 2. **Average annual turnover in the last two (2) years at least two times the value of the items offered (Mandatory)**
- 3. **Statement of manufacturers manufacturing capacity (Mandatory)**

**NOTE:** Only bidders who are determined to perform contract satisfactorily will be recommended for award.

TENDERERS NAME.....ID/NO.....

ADDRESS.....

SIGNATURE.....DATE.....

WITNESS NAME.....ID/NO.....

ADDRESS..... SIGNATURE.....

.....DATE.....

**SECTION VI- SCHEDULE OF REQUIREMENTS**

**TENDER FOR SUPPLY AND DELIVERY OF FOOD STUFF**

**SCHEDULE OF REQUIREMENTS**

Lot No.	Description of Goods	Unit of Measure	Estimated AWR		Delivery Schedule
			MIN	MAX	
I	Dry Maize	50Kg Bags	5,000	40,000	Supply on as-and-when-required basis for a period of 3 years from the date of contract
II	Dry Beans	50Kg Bags	4,000	50,000	Supply on as-and-when-required basis for a period of 3 years from the date of contract
III	Rice	50Kg Bags	4,000	60,000	Delivery to CGI county locations on as-and-when-required basis for a period of 3 years 12 months from the date of contract
IV	Vegetable Cooking oil (Special categories)	Box of 4 x 5 litres Jerrycan	1,000	60,000	Delivery to CGI county locations on as-and-when-required basis for a period of 3 years from the date of contract
V	Fortified porridge (Special categories)	25 Kg Bag	2,000	50,000	Delivery to CGI county locations on as-and-when-required basis for a period of 3 years from the date of contract
VI	Salt (special categories)	12 kg Bundle (24 packets @ 500 g)	1000	40,000	Delivery to CGI county locations on as-and-when-required basis for a period of 3 years from the date of contract

- Specific requirements will be on  $\text{As}$  and When required  $\text{AWR}$  basis.
- Oil, fuel and lubricants will be ordered as and when required at the prevailing market prices.
- Bidders are required to base their prices as regulated by the Energy Regulatory Commission
- Lubricants will be charged as per prevailing market prices.
- Isiolo County Government will be drawing fuel using fuel cards.



**SECTIONVII- PRICE SCHEDULE FOR GOODS**

Name of tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

**TENDER FOR SUPPLY AND DELIVERY OF FOOD STUFF****SCHEDULE OF REQUIREMENTS**

S/NO	DESCRIPTION OF GOODS	UNIT OF MEASURE	UNIT PRICE	AMOUNT
1	Dry Maize	90Kg Bags		
2	Dry Beans	90Kg Bags		
3	Rice	50Kg Bags		
4	Sifted maize meal	Bales		
5	Wheat flour	Bales		
6	Vegetable Cooking oil (Special categories)	Box of 4 x 5 20 litres Jerrycan		
7	Fortified porridge (Special categories)	25 Kg Bag		
8	Salt (special categories)	12 kg Bundle (24 packets @ 500 g)		
9	Beans	90 Kg Bag		

10	Meat	Kg		
11	Ndengu	90 Kg Bag		
12	cabbages	Kg		
13	Eggs	Tray		
14	Bread	Crate		
15	Blue band	1 kg bundle of 12		
16	Cocoa	500gm bundle of 24		
17	Potatoes	90 kg Bag		
18	Tomatoes	Kg		
19	Onions	Kg		
20	Wimbi uji	Kg		

21	Milk	500 ml box 12		
22	Tea Leaves	Packets		

NOTE:

***The Estimated Annual Quantities are only indicative for purpose of providing bidders with expected volume of business and in determining the Lowest Evaluated Bidder who will then be provided with a framework contract for one year at the indicated net unit prices.***

- Specific requirements will be on As and when required basis.
- Oil, fuel and lubricants will be ordered as and when required at the prevailing market prices.
- Bidders are required to base their prices as regulated by the Energy Regulatory Commission
- Lubricants will be charged as per prevailing market prices.
- The 3 first lowest bidders within Isiolo town will be award the tender as form of distribution of risk. Others will be on the lowest bidders.
- Suppliers of petroleum product, **MUST** be operating within the County or designated area:

Signature of tenderer \_\_\_\_\_

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

## SECTION VIII- STANDARD FORMS

### Notes on the sample Forms

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

**8.1 FORM OF TENDER**

**TENDER: ICG/011/005/2024-2026**

To: **ISIOLO COUNTY  
GOVERNMENT P O BOX 36 - 60300**

**Isiolo**

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_



**8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

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

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

*Part 1 – General:*

Business Name.....

Location of business premises. ....

Plot No..... Street/Road .....

Postal Address ..... Tel No. .... Fax ..... E mail .....

Nature of Business .....

Registration Certificate No. ....

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

Name of your bankers ..... Branch .....

	<p><b>Part 2 (a) – Sole Proprietor</b></p> <p>Your name in full ..... Age .....</p> <p>Nationality ..... Country of origin .....</p> <p style="padding-left: 40px;">• Citizenship details .....</p>																														
	<p><b>Part 2 (b) Partnership</b></p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 20%;">Name</th> <th style="width: 15%;">Nationality</th> <th style="width: 15%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....					
	Name	Nationality	Citizenship Details	Shares																											
1.	.....	.....	.....	.....																											
2.	.....	.....	.....	.....																											
3.	.....	.....	.....	.....																											
4.	.....	.....	.....	.....																											
	<p><b>Part 2 (c) – Registered Company</b></p> <p>Private or Public .....</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 40px;">Nominal Kshs. ....</p> <p style="padding-left: 40px;">Issued Kshs. ....</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 20%;">Name</th> <th style="width: 15%;">Nationality</th> <th style="width: 15%;">Citizenship Details</th> <th style="width: 10%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....	5.	.....	.....	.....	.....
	Name	Nationality	Citizenship Details	Shares																											
1.	.....	.....	.....	.....																											
2.	.....	.....	.....	.....																											
3.	.....	.....	.....	.....																											
4.	.....	.....	.....	.....																											
5.	.....	.....	.....	.....																											
<p>Date ..... Signature of Candidate .....</p>																															

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

8.3 **TENDER SECURITYFORM**

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

THE CONDITIONS of this obligation are: -

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Isiolo 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 tenderers;

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

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

[signature of the bank] \_\_\_\_\_  
 (Amend accordingly if provided by Insurance Company)

**8.4 CONTRACTFORM**

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 Dztthe  
tenderer of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

*(Amend accordingly if provided by Insurance Company)*

**8.5 PERFORMANCE SECURITYFORM**

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 goods*] (hereinafter called the Contract.

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

AND WHEREAS we have agreed to give the tenderer guarantee:

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

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

Signed and seal of the Guarantors

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

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

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

**8.6 BANK GUARANTEE FOR ADVANCEPAYMENTFORM**

To .....  
[name of Procuring entity] [name  
of tender] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [name and address of tenderer] hereinafter called the tenderer shall deposit with the Isiolo County Government a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of .....  
[amount of guarantee in figures and words].

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

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

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

Yours truly,

Signature and seal of the Guarantors

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

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

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

**8.7 MANUFACTURER'S AUTHORIZATIONFORM**

To *[name of the Procuring entity]* .....

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

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

---

*[signature for and on behalf of manufacturer]*

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

**8.8 LETTER OF NOTIFICATION OF AWARD**

Address of 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 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....'

BETWEEN

..... APPLICANT

AND

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

Request for review of the decision of the... *Name of the Procuring Entity*) of  
.....dated the...day of .....in the matter of Tender No... of  
.....'

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical  
address.....Fax No.....Tel. No.....Email ..... , hereby request the Public  
Procurement Administrative Review Board to review the whole/part of the above  
mentioned decision on the following grounds , namely:-1.

2.

etc.

By this memorandum, the Applicant requests the Board for an order/order that: - 1.

2.

etc

SIGNED .....

Dated on.....day of ..... /...'

---

**FOR OFFICIAL USE ONLY**

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

SIGNED  
County Secretary