

# REPUBLIC OF KENYA



## EMBU COUNTY GOVERNMENT

**P.O. BOX 36-60100  
EMBU-KENYA**

**TENDER NO: CGE/T/10/2018-2019**

**SUPPLY AND DELIVERY OF MAN LIFT TRUCK**

**CLOSING DATE & TIME:**

***5<sup>th</sup> Feb.2019 AT 11.00 AM***

<b>TABLE OF CONTENTS</b>		<b>PAGE</b>
	INTRODUCTION	2
Section A	TENDER NOTICE	3
Section B	INVITATION FOR TENDERS	4
Section C	GENERAL INFORMATION	5
Section D	GENERAL CONDITIONS OF CONTRACT	15
Section E	SPECIAL CONDITIONS OF CONTRACT	19
Section F	SCHEDULE OF REQUIREMENTS	20
Section G	TECHNICAL SPECIFICATIONS	
Section H	TENDER FORMS AND PRICE SCHEDULES	23
Section I	TENDER SECURITY FORM	24
Section J	CONTRACT FORM	25
Section K	PERFORMANCE SECURITY FORM	26
Section L	BANK GUARANTEE FOR ADVANCE PAYMENT	27
Section M	MANUFACTURERS AUTHORIZATION FORM	28
Section N	COMPLIANCE WITH STATUTORY REQUIREMENTS	29
Section O	ANTI-CORRUPTION PLEDGE FORM	30

## **Introduction**

This Standard Tender Document has been prepared for use by County Government Of Embu in procurement of goods.

The following general directions should be observed when using the document.

- (a) Specific details, such as the “name of the Procuring entity” and “address for tender submission,” should be furnished in the Invitation for Tenders, and in the Special Conditions of Contract. The final document should contain neither blank spaces nor options.
- (b) Amendments, if any, to the Instructions to Tenderers and to the General Conditions of Contract should be made through the Special Conditions of Contract, respectively.

Information contained in the invitation for tender shall conform to the data and Information in the tender documents to enable potential tenderers to decide whether to Participate and shall indicate any important tender requirements and shall be issued as:-

- (a) An advertisement in at least one national newspaper of wide circulation;
- (b) A letter of invitation addressed to interested tenderers who, following the advertisement have expressed interest in tendering for the materials and services for which the invitation is issued.

## Section A: Tender Notice



### COUNTY GOVERNMENT OF EMBU

### INFRASTRUCTURE, PUBLIC WORKS, ENERGY AND HOUSING

#### **INVITATION TO TENDER**

The County Government of Embu invites sealed tenders from eligible Suppliers for  
**SUPPLY AND DELIVERY OF A MAN LIFT TRUCK**

**(Tender No. CGE/T/10/2018-2019)**

#### **QUALIFICATION FOR TENDERING**

- a) Certified copy of the incorporation certificate.
- b) Pin registration
- c) Tax compliance certificate
- d) Proof of financial capability.
- e) Similar previous experience.
- f) Valid CR12 Certificate.

Interested eligible tenderers may obtain further information from the county website and download tender document free of charge from our website [www.Embu.go.ke](http://www.Embu.go.ke)

Completed tender documents in sealed envelope bearing no indication of the name of the bidding firm with the contract number and name clearly marked on top should be **deposited in the tender box located at the COUNTY Headquarters Embu** during the normal working hours or be posted to the county Secretary, P. O Box 36-60100 Embu.

Interested eligible bidders must meet the requirements in the tender documents so as to reach not later **than 5<sup>th</sup> February.2019 at 11.00am** and bid documents will be publicly opened **at county headquarters Offices** in the presence of bidders who choose to attend.

## Section B: Invitation for Tenders

Date \_\_\_\_\_

To: \_\_\_\_\_ (name of tenderer)  
\_\_\_\_\_/address  
\_\_\_\_\_ building/street  
\_\_\_\_\_ floor

Dear Sir/Madam:

### **: SUPPLY AND DELIVERY OF A MAN LIFT TRUCK.**

We hereby invite you and other prequalified tenderers to submit sealed tenders for the execution and completion of the above tender.

Interested eligible tenderers may obtain further information from the county website and download tender document free of charge from our website [www.Embu.go.ke](http://www.Embu.go.ke)

Completed tender documents in sealed envelope bearing no indication of the name of the bidding firm with the contract number and name clearly marked on top should be **deposited in the tender box located at the County headquarters Embu** Offices during the normal working hours or be posted to the address below.

All Tenders **MUST** be accompanied by a bid security of **Kshs 50,000/=** in the form of a **Bank Guarantee/Bankers Cheque**. Other forms of guarantees will **NOT** be acceptable.

Complete tender documents must be addressed to:-

*County Secretary  
Embu County Government  
P. O. Box 36-60100  
Embu*

And be deposited in the tender box located at the County Headquarters Embu offices so as to reach him on or before **Thursday 5<sup>th</sup> FEB 2019 at 11.00 a.m.** and will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend.

## **Section C: General Information**

### **Introduction**

#### **1. Eligible Tenderers**

This Invitation for Tenders is open to all tenderers eligible as described in the tender documents. Successful tenderers shall provide the **goods** for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

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 Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for Tenders.

Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

#### **2. Eligible materials and spares**

All consumable materials and spares used under the contract shall have their origin in eligible source countries.

For purposes of this clause, “origin” means the place where the materials are mined, grown, or produced. Materials 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.

The origin of materials is distinct from the nationality of the tenderer.

#### **3. Cost of Tendering**

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

### **The Tender Document**

#### **4 Contents**

The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.

- (i) Invitation for Tenders
- (ii) General information

- (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) Valid CR12 Certificate

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.

## **5. Clarification of Documents**

5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no 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 who have received the tender document.

## **6. Amendment of Documents**

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.

All prospective candidates who have received the tender documents will be notified of the amendment in writing or by email, and such amendment will be binding on them.

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.

## **Preparation of Tenders**

### **7. Language of Tender**

7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged 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.

## **8. Documents Comprising the Tender**

The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with paragraph 12 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 13 that the materials and spares to be used by the tenderer for the services contract conform to the tender documents; and
- (d) Tender Security furnished is in accordance with paragraph 14

## **9. Tender Form**

9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed, a brief description of the materials and spares, their country of origin, quantity, and prices.

## **10. Tender Prices**

The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

Prices quoted by the tenderer shall be fixed during the Term 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 22.

## **11. Tender Currencies**

Prices shall be quoted in the following currencies:

- (a) For services which involve materials and spares that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya shillings; and
- (b) For services which involve materials and spares that the tenderer will supply from outside Kenya, the prices shall be quoted in US dollars or in another freely convertible currency.



## **12. Tenderers Eligibility and Qualifications.**

12.1 Pursuant to paragraph 1 of section C, 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.

12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **13. Materials' Eligibility Conformity to Tender Document.**

Pursuant paragraph 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 materials and spares which the tenderer proposes to use under the contract.

The documentary evidence of the eligibility of the materials and spares shall consist of a statement in the Price Schedule of the country of origin of the materials and spares offered which shall be confirmed by a certificate of origin issued at the time of shipment.

The documentary evidence of conformity of the materials and spares 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 characteristics of the materials and spares;
- (b) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

For purposes of the commentary to be furnished pursuant to paragraph 13.3(b) 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.

## **14. Tender Security**

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

The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 14.7

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, in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 22.

Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance security, pursuant to paragraph 31.

The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity 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 30
  - or**
  - (ii) to furnish performance security in accordance with paragraph 31.

## **15. Validity of Tenders**

Tenders shall remain valid for **120 days** or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

In exceptional circumstances, the Procuring entity 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 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.

## **16. Format and Signing of Tender**

16.1 The tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

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

The tender shall have no interlineation, 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.

## **Submission of Tenders**

### **17. Sealing and Marking of Tenders**

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.

The inner and outer envelopes shall :

- (a) be addressed to the Procuring entity at the following address:

*County Secretary,  
Embu County Government,  
P.O. Box 36. 00600  
Embu*

Bear **SUPPLY AND DELIVERY OF A MAN LIFT TRUCK**

- (b) The Invitation for Tenders (IFT), and the words: “**DO NOT OPEN BEFORE Thursday 5<sup>th</sup> Feb. 2019 at 11:00 am**”

The inner envelopes shall also indicate the name and address of the tendered to enable the tender to be returned unopened in case it is declared “late”.

If the outer envelope is not sealed and marked as required by paragraph 17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

### **18. Deadline for Submission of Tenders**

18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 15.2 no later **than Thursday 5<sup>th</sup> FEB. 2019 at 11:00 am.**

18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

### **19. Modification and Withdrawal of Tenders**

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.

The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 17. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

No tender may be modified after the deadline for submission of tenders.

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 14.7.

## **20 Preliminary Examination**

The Procuring entity will examine the tenders to determine whether they are complete, Whether required sureties have been furnished, whether the documents have been properly Signed, whether there is statutory compliance and whether the tenders are generally in order.

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 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

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

## **21 Tenderer's Responsiveness**

Prior to the detailed evaluation, pursuant to paragraph 21, the Procuring entity 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.

If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## **22 Opening and Evaluation of Tenders**

The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 21.

In addition, the bidders will be evaluated on the following:-

- a) Bid security of Kshs 50,000 a bank / insurance guarantee from institutions recognized by PPRA.
- b) Valid tax compliance certificate
- c) Valid CR12 Certificate
- d) Valid single business permit
- e) Evidence of dealership / letter of authorizations / manufactures letter
- f) Payment terms including credit period
- g) Copies of audited books of accounts showing profitability for duration of the immediate past three years / certified bank statements for the similar duration.
- h) Past performance evidences of a similar nature.
- i) For special groups a copy of the applicable certificate to be provided i.e. youth, women and disadvantaged groups
- j) Two copies of the bid document clearly marked **ORIGINAL** and **COPY**.

23 The comparison shall be of the price to include all costs, as well as duties and taxes Payable on all the materials to be used in the provision of the services.

The Procuring entity's evaluation of a tender will take into account, in addition to the Tender price, the following factors, in the manner and to the extend indicated in Paragraph 22.2 and in the technical specifications:-

- a) Operational plan proposed in the tender;
- b) Payment schedule;

Pursuant to paragraph 23.1 the following evaluation methods will be applied:

**a) Operational Plan**

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of requirements.

Tenders' offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

**b) Payment Schedule**

Tenderers shall state their tender price and terms for the payment. Tenderers will be evaluated on the basis of this base price.

**4 Contacting the Procuring entity**

Subject to paragraph 19, no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

**Award of Contract**

**25. Post-qualification**

In the absence of pre-qualification, the Procuring entity 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.

The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 12.3, as well as such other information as the Procuring entity deems necessary and appropriate.

An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

**26. Award Criteria**

Subject to paragraph 10,23 and 28 the Procuring entity will award the contract to the successful tenderer 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.

**27. Procuring entity's Right to Vary quantities**

The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

**28. Procuring entity's Right to Accept or Reject Any or All Tenders**

The Procuring entity 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.

**29. Notification of Award**

Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

The notification of award will constitute the formation of the Contract.

Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 14.

**30. Signing of Contract**

At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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.

**31. Performance Security**

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.

Failure of the successful tenderer to comply with the requirement of paragraph 30 or paragraph 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

**32. Corrupt Fraudulent Practices**

The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the Procuring entity:-

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the 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 Procuring entity of the benefits of free and open competition;
- (b) 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;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

## **Section D: General Conditions of Contract**

### **1. Definitions**

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- (c) “The services” means services to be provided by the tenderer including materials and spare parts which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- (e) “The tenderer” means the individual or firm providing the services under this Contract.

### **2. Application**

- 2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of services.

### **3. Country of Origin**

For purposes of this Clause, “origin” means the place where the consumable materials and spares used for the provision of services were mined, grown, or produced.

The origin of Materials is distinct from the nationality of the tenderer.

### **4. Standards**

- 4.1 The services provided under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **5. Use of Contract Documents and Information**

The Candidate shall not, without the Procuring entity’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 the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 5.1 above.

Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on



completion of the Tenderer's performance under the Contract if so required by the Procuring entity.

## **6. Patent Rights**

6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services or any part thereof in the Procuring entity's country.

## **7. Performance Security**

Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity 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.

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

## **8. Inspection and Tests**

The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). 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.

Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

## **12. Payment**

The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.

Payments shall be made promptly by the Procuring entity as specified in the contract.

## **13.Prices**

13.1 Prices charged by the tenderer for 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.

## **14.Assignment**

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.

## **15.Subcontracts**

15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.

## **16. Termination for Default**

The Procuring entity 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 provide any or all of the services 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.

In the event the Procuring entity 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 undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

## **17. Liquidated Damages**

17.1 If the tenderer fails to provide any or all of the services within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the price of the unperformed services up to a maximum deduction of 10% of the unperformed services. After this the procuring entity may consider termination of the contract.

## **18.Resolution of Disputes**

18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct

informal negotiation any disagreement or dispute arising between them under or in connection with the contract

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 the provisions of the Arbitration Act of the Laws of Kenya shall apply.

## **19. Language and Law**

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.

## **20. Force Majeure**

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

## Section E: Special Conditions of Contract

*Special Conditions of Contract shall supplement the General Conditions of Contract.*

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

1. Prices quoted **must** be net, inclusive of all Government taxes.
2. The unit prices quoted **must** be in Kenya Shillings.
3. Tenders **must** be accompanied by a **bid security of Kshs 50,000/=** in the form of a Bank Guarantee or Bankers cheque. Other forms of guarantee will **not** be acceptable.
4. No tender document will be accepted after the official closing date/time as specified on the advertisement.
5. Tenderers are required to complete the form S33 and attach certificates of registration/incorporation, CR12, Tax compliance certificate/VAT to tender documents.
6. Form of Tender, Price Schedule and Schedule of Requirements should be duly filled, signed and stamped.
7. Successful tenderers will be required to give a performance security of 10% or the total contract price.
8. The department will carry out a market survey to the tenderers who have met all the stated conditions by visiting the premises/go downs to ascertain the accuracy of the information given in the tender documents, capacity and capability of the tenderers and confirm whether the tenderers are permanently situated.
9. The bidders **Must** provide evidence of financial capability to execute the contract.
10. The department reserves the right to assess the bidder's capability on the same.
11. Bidders will be expected to deliver within **45 Days** on signing of contract.
12. Bidders should specify the country of origin for quoted items.
13. The bidders **Must** indicate their payment terms including the credit period.
14. Payments will be made after full delivery as per schedule of requirements and orders placed.
15. Tender Documents **MUST** be submitted in duplicate clearly marked "ORIGINAL" & "COPY"
16. Responsive bidder at preliminary be subjected to technical evaluation, those found responsive will then be subjected to price comparison, where award will be made to the lowest evaluated responsive bid.

## Section F: Schedule of Requirements

		<b>Remarks</b>
	<b>Preliminary Requirement</b>	
	<ol style="list-style-type: none"> <li><b>1. Completed tender documents</b></li> <li><b>2. Bid bond</b></li> <li><b>3. Signed form of tender</b></li> <li><b>4. Statutory</b> <ol style="list-style-type: none"> <li>a) -Certified copy of the incorporation certificate.</li> <li>b) Valid CR12 Certificate</li> <li>c) -Pin registration certificate</li> <li>d) -Valid Tax compliance certificate</li> <li>e) -Bid Bond security of Kshs 50,000/=</li> <li>f) -Proof of financial capability for the past three years.</li> <li>g) -Similar previous experiences.</li> <li>h) -Valid business permit.</li> </ol> </li> <li><b>4. Evidence of having a physical location with a full-fledged repair workshop (150Km from Embu County)</b></li> </ol>	
	<b>Technical Evaluation</b>	
<b>a</b>	<ol style="list-style-type: none"> <li><b>One – Business capabilities: statutory</b></li> <li><b>Two- Equipment specifications</b></li> </ol>	<b>Pass mark 85</b> Total Score for Technical is 80%
<b>b</b>	<b>Financial Evaluation</b>	<b>Total score for financial 20%</b>
	<b>Total Evaluated Score</b>	<b>a +b = 100%</b>

## Section G: TECHNICAL SPECIFICATIONS

MOT&I/MTD/QMS/452

<b>SPECIFICATION NO. MTD-1869-014-15</b>	<b>Page 22 of 9</b>
<b>TENDER'S NAME:</b>	<b>NO:</b>
<b>TENDER NO:</b>	<b>ITEM NO: QTY:</b>
<b>DESCRIPTION: <u>STREET LIGHT MAINTENANCE (TELESCOPIC AERIAL LIFT) TRUCK, 4X2, 3-5 TON.</u></b>	

SPECIFICATION	REQUIREMENT	TENDERER'S
---------------	-------------	------------

**A. TRUCK (CAB-CHASSIS)**

MAKE	-	
MODEL	-	
COUNTRY OF ORIGIN	-	
MANUFACTURER'S LITERATURE, AUTHORIZATION AND SPECIFICATIONS SUPPLIED & IN ORIGINAL FORM.	Yes Mandatory	----- (Yes/No)

**1. GENERAL**

a) A standard production, street light maintenance (telescopic aerial lift), truck, 4x2, 3-5 ton payload, of latest design, robust construction, in current production, marketed in Kenya.	Yes, Yes, Yes	----- (Yes/No)
b) Supplied new, unused.	Yes	----- (Yes/No)
c) Designed to heavy-duty export specifications, capable of operating in tropical conditions over paved and unpaved roads.	Yes, Yes, Yes	----- (Yes/No)
d) Suitable for maintaining, repairing and changing street lights (Street lighting projects).	Yes	----- (Yes/No)
e) Suitable for operating high lifting bucket	Yes	----- (Yes/No)
f) Control Forward/Normal	Specify	-----
g) Any items not included in this specification but which are deemed necessary for efficient or improved operation of the equipment shall be	Yes	..... (Y/N)

fitted/supplied.		
------------------	--	--

2. DIMENSIONS AND WEIGHTS

a)	Overall length approx.	6,500mm	-----mm
b)	Overall width, approx.	2,200mm	-----mm
c)	Overall height approx.	3,000mm	-----mm
d)	Wheelbase, approx.	3,800mm	-----mm
e)	Length of chassis aft of cab, approx.	5,000mm	-----mm
f)	Kerb weight (excluding body), approx.	2,500Kg	-----kg
g)	G.V.W, approx.	6,500kg	-----kg
h)	Payload cab chassis, approx.	3000-5,000Kg.	-----ton
i)	Ground clearance approx.	200mm	-----mm
j)	Rear overhang approx.	1200mm	-----mm

3. ENGINE

a)	Model	-	
b)	Country of origin	-	
c)	Engine performance curves supplied.	Yes	------(Yes/No)
d)	Diesel Engine, water-cooled, 4 Stroke.	Yes, Yes, Yes	------(Yes/No)
e)	Mode of aspiration. (Natural/Turbocharged)	Specify	-----
f)	Piston displacement, approx.	4,000-5,000cc	-----cc
g)	Number of cylinders, min.	4/6	-----no.
h)	Maximum power output / rpm, min.	130HP / 3000rpm	-----HP/rpm
i)	Maximum torque developed /rpm, min.	240Nm /1800rpm	-----Nm/rpm
j)	Air cleaner type, disposable/ oil bath.	Specify	-----
k)	Oil and fuel filter type	Disposable	-----
l)	Average fuel consumption (on full load)	Specify	-----km/l
m)	Fuel tank capacity, approx.	100Lt	-----Lt
n)	Extra fuel tank fitted Capacity	Yes Specify	------(Yes/No) -----Lt

4. CLUTCH AND TRANSMISSION		
a) Clutch, dry type, single plate.	Yes, Yes	------(Yes/No)
b) Clutch, system actuation, Hydraulic	Yes	------(Yes/No)
c) Gearbox, synchromesh.	Yes	------(Yes/No)
d) Number of speeds, min.	5F, 1R	-----F/---- R
e) Drive configuration.	4x2	----- x-----

5. BRAKES, TYRES AND SUSPENSION.		
a) Brakes, hydraulic-pneumatic assisted.	Yes	------(Yes/No)
b) Mechanical parking brake to act on transmission.	Yes	------(Yes/No)
c) Rear tyres.	Dual	-----
d) Tires size locally available.	Yes	------(Yes/No)
e) Optimum tire size	Yes	----- (Y/No )
f) Suspension, front and rear heavy-duty leaf springs with telescopic shock absorbers at front.	Yes, Yes	------(Yes/No)

6. STEERING, CONTROL AND CAB.		
a) Right Hand drive steering	Yes (Mandatory)	------(Yes/No)
b) Steering Type	Assisted	-----
c) All steel, spacious cab to seat 3 passengers comfortably.	Yes, Yes	------(Yes/No)
d) Adjustable driver’s seat.	Yes	------(Yes/No)
e) Seat belts to conform to KEBS 06-664:1985 STANDARD.	Yes	------(Yes/No)

7. ELECTRICAL SYSTEM AND INSTRUMENTS		
a) System voltage, negative earth.	24V, Yes	------(Yes/No)
b) Battery capacity and size.	Specify	-----AH
c) Full lighting to conform to Cap 403 Subs.23-Kenya Traffic Act.	Yes	------(Yes/No)
d) Standard instruments, gauges and warning lights for charging circuit, oil pressure, coolant temperature etc.	Yes	------(Yes/No)

8. EQUIPMENT ETC.		



a)	Heavy-duty type front fender.	Yes	------(Yes/No)
b)	Laminated (safety) windshield.	Yes	------(Yes/No)
c)	Sun visors supplied.	Yes	------(Yes/No)
d)	Rear view mirrors (external both sides and internal) supplied.	Yes	------(Yes/No)
e)	Full size spare tyre with rim and carrier mounted under truck.	Yes	------(Yes/No)
f)	Hydraulic (telescopic) jack, wheel brace and manufacturer's standard tools, supplied.	Yes, Yes, Yes	------(Yes/No)
g)	<b>Vehicle to be fitted with electronic speed governor</b>	Yes, Mandatory	------(Yes/No)
h)	Governor to limit maximum speed to 80km/hr	Yes, Mandatory	------(Yes/No)
i)	Governor to be tamper proof	Yes, Mandatory	------(Yes/No)
j)	Chevrons, hazard triangles, first aid kit KS-2094-2007, 5kg fire extinguisher supplied and fitted.	Yes	------(Yes/No)
k)	Any other equipment (or accessories) supplied.	Specify	-- -----

**B. TELESCOPIC AERIAL LIFT BODY.**

<b>9.</b>	<b>BODY CONSTRUCTION</b>		
a)	All body construction and fitments to comply with Kenya Traffic Act, Cap 403.	Yes	----- (Y/N)
b)	All body construction and installations to comply with the chassis manufacturer's specifications.	Yes	----- (Y/N)
c)	Body dimensions approx, Length Width Height	5,000mm 2,200mm 600mm	-----mm -----mm -----mm
d)	High tensile steel fabricated smooth low sided full width body, 3.2mm thick.	Yes	------(Yes/No)
e)	Body floor fabricated from 3.2mm thick mild steel plate chequered and reinforced at equal distances with box/channel sections.	Yes	----- (Y/N)
f)	Drop tailgate and sides, suitably reinforced.	Yes	----- (Y/N)

g)	Suitable size tool box to be fitted on the body.	Yes	----- (Y/N)
h)	Suitable size access steps fitted on the rear body	Yes	----- (Y/N)
<b>10 AERIAL LIFT EQUIPMENT.</b>			
a)	Make	-	
b)	Model	-	
c)	Country of origin	-	
d)	Manufacturer's literature, authorization and specifications supplied & in original form.	Yes Mandatory	------(Yes/No)
e)	Platform to meet all relevant international standards	Yes Mandatory	------(Yes/No)
f)	Platform is hydraulic type and operated from truck PTO.	Yes	------(Yes/No)
g)	Aerial platform capacity minimum.	200kgs	-----kgs
h)	Platform to accommodate 2persons	Yes Mandatory	------(Yes/No)
i)	Maximum Working height min.	14 m	-----m
j)	Outreach min.	6m	-----m
k)	With 360° continuous swing	Yes	------(Yes/No)
l)	With 4No. hydraulically operated outriggers	Yes	------(Yes/No)
m)	With electro-hydraulic controls operated in the deck and also in the aerial platform.	Yes	------(Yes/No)
n)	Complete hydraulic system with boom, pump, cylinders, pipes, sensors, gauges, controls etc.	Yes Mandatory	------(Yes/No)
o)	Rated P.T.O pump output pressure approx,	200bars	-----
p)	High performance hydraulic seals	Yes	------(Yes/No)
q)	Side panels at bottom of platform to prevent equipment spillage.	Yes	------(Yes/No)
r)	Guard rail pipe fitted	Yes	------(Yes/No)
s)	Platform to be GRP reinforced type	Yes	------(Yes/No)

t)	System to deploy within 40seconds	Yes	------(Yes/No)
u)	Platform to be fully insulated to min .1000V	Yes	------(Yes/No)
v)	4 point safety harness for 2persons fitted	Yes	------(Yes/No)
w)	High voltage alert system fitted.	Yes	------(Yes/No)
x)	Sound warning tone fitted	Yes	------(Yes/No)
y)	Visual warning fitted	Yes	------(Yes/No)
z)	Detection range 50m	Yes	------(Yes/No)
Zi)	Hour meter fitted	Yes	------(Yes/No)

**10 CRANE**

a)	Telescopic boom	YES MANDATORY	.....(Yes/NO )
b)	Max. lifting weight: 900Kg	900Kg	..... Kg
c)	Max. lifting Height: 9M	9M	-----M

**11 WARRANTY**

a)	Specimen of vehicle warranty to be submitted when tendering.	Yes	------(Yes/No)
b)	Each vehicle supplied to carry a statement of warranty.	Yes Mandatory	------(Yes/No)
c)	Warranty duration min., 12 Months or 40,000 Km whichever occurs first.	Specify	-----Km -----Months

**12. MANUALS**

a)	All literature in English language.	Yes	------(Yes/No)
b)	Shop manuals/CD supplied.	1 per vehicle Mandatory	------(Yes/No)
c)	Parts catalogue supplied.	1 per vehicle Mandatory	------(Yes/No)
d)	Driver’s handbook and service schedule supplied.	1 per vehicle Mandatory	------(Yes/No)

**13. ADDITIONAL REQUIREMENTS**

a)	Truck to be registered with the Registrar of Motor Vehicles.	Yes	------(Yes/No)
----	--	-----	----------------

b)	Truck to be inspected by the Chief Mechanical and Transport Engineer for compliance with the specification throughout the construction stages and prior to delivery to the user.	Yes Mandatory	------(Yes/No)
c)	Franchise holder (representative in Kenya)  If not, specify relationship with the Franchise holder	Yes Specify whether agent/dealer	------(Yes/No)  _____
d)	Availability of spares.	Indicate motor vehicle dealers who stock spare parts.	_____ _____ _____
e)	Names and addresses of dealers/agents where back-up service can be obtained indicating the location of the workshop facilities.	Specify	_____ _____ _____

**All prices quoted should be inclusive of 16% VAT where applicable.**

Tenderer's Signature

Official stamp

Date:

## **GENERAL**

### **Technical Specifications**

1. These specifications describe the basic requirements for materials and spares .Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc.for the products they intend to supply.
  
2. Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
  
3. All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
  
4. The tenderers are requested to present information along with their offers as follows:
  - i) Shortest possible delivery period of each product.
  - ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

## Section H: Tender Form and Price Schedules

### (i) Form of Tender

Date: \_\_\_\_\_

Tender N<sup>o</sup>: \_\_\_\_\_

To: .....

.....

*[name and address of Procuring entity]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos..... *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver.....*[description of materials and spares ]* 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 the materials and spares 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 equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by .....( Procuring entity).

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

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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 and on behalf of \_\_\_\_\_

[Insert Total Price of your bid *as per schedule of requirements page 23*

Kshs.....] *Amount in words*.....  
.....

Signature of tenderer .....Company stamp

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

## Section I: Tender Security Form

Whereas..... *[name of the tenderer]*

(hereinafter called “the tenderer”) has submitted its tender dated .....*[date of submission of tender]* for the supply of.....

*[name and/or description of the materials and spares]*

(hereinafter called “the Tender”).....

KNOW ALL PEOPLE by these presents that WE.....

of..... having our registered office at

..... (hereinafter called “the Bank”), are bound unto.....

*[name of 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 Procuring entity 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 Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity 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 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.

\_\_\_\_\_  
*[Seal \$signature of the bank]*

## Section J: Contract Form

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

WHEREAS the Procuring entity invited tenders for certain materials and spares, viz.,.....[brief description of materials and spares ] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of..... [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

**SUPPLY AND DELIVERY OF A MAN LIFT TRUCK**  
**FOR AND ON BEHALF OF THE TENDERER/CONTRACTOR**

FULL NAME OF THE CONTRACTOR’S AUTHORIZED REPRESENTATIVE \_\_\_\_\_

TITLE \_\_\_\_\_ NAME \_\_\_\_\_

BINDING SIGNATURE \_\_\_\_\_ ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

NAME OF THE FIRM ..... STAMP .....

FOR AND ON BEHALF OF THE EMPLOYER

**WITNESSED BY:**

NAME \_\_\_\_\_ NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
BINDING SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



## Section K: 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 materials and spares ] (hereinafter called “the Contract”).

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of.....  
[amount of the guarantee in words and 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 or sums 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 or financial institution]

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

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

## Section L: Bank Guarantee for Advance Payment

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

[name of tenderer] .....

Gentlemen and/or Ladies:

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

payment,.....

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

[amount of guarantee in figures and words].

We, the.....

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

[amount of guarantee in figures and words].

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

This guarantee shall remain valid and 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]

## Section M: Manufacturer’s Authorization Form

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

WHEREAS .....

*[name of the Manufacturer]*

who are established and reputable manufacturers of.....

*[name and/or description of the materials and spares]*

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 materials and spares manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the materials and spares 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.

## Section N: Status of Compliance with Statutory Requirements and Evaluation Criteria.

	<u>Weight</u>
1. Certificate of Registration/Incorporation..... (Must Attach copy)	15%
2. Past experience (not applicable to new businesses).....	15%
3. Valid local authority Trade License.....(Attach copy)	15%
4. State VAT Registration No.....(Attach copy)	15%
5. PIN No.....(Attach copy)	10%
6. Tax Compliance Certificate.....(Must Attach current copy)	<u>30%</u>
Pass mark 85%	100%
7. State if the company is a subject of bankruptcy proceedings, in receivership, administrative receivership, or any other form of liquidation as defined by the applicable law..... .....	
8. State whether you have any litigation against the Government ..... .....	
9. State ant technological innovations or specific attributes which distinguishes you from your competitors..... .....	
10. Certificate of Good Conduct from Kenya Police (for Garages and Spare parts shops) .....(Attach copy)	

11. Other important certificates e.g. KEBS, Registration with MOPW, Professional bodies certification(

IATA a must for Air Travel Agent).....(Attach copy)

### **Section O:Anti-Corruption Pledge Form**

I/We.....

.....

.....aware that the

Government views corruption in the procurement process a serious matter and aware that it is against Anti-Corruption and Crimes Act to engage in corrupt and fraudulent practices do hereby pledge not to engage in such practices while bidding for the supply of Goods and service to the Procurement entity.

Tenderer's Name.....

Address.....

Authorized signature.....

Date.....

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part I – General:

Business Name.....
Location of business premises.....
Plot No. ....Street/Road.....
Postal Address.....Tel. No. ....
Nature of business.....
Current Trade Licence No. ....Expiring date.....
Maximum value of business which you can handle at any one time:
Ksh..... Name of your
bankers.....Branch..... Are you an
agent of the Kenya National Trading Corporation? YES/NO..... Part 2 (a)

– Sole Proprietor:

Your name in full.....Age.....
Nationality.....Country of Origin.....
\*Citizenship details.....

Part 2 (b) – Partnership:

Give details of partners as follows:

Table with 5 columns: Name, Nationality, Citizenship Details, Shares. Rows 1-5.

Part 2 (c) – Registered Company:

Private or public.....
State the nominal and issued capital of the company –
Nominal K£.....
Issued K£.....

Give the details of all directors as follows:

Table with 4 columns: Name, Nationality, Citizenship Details, Shares. Rows 1-4.

5. ....

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

\*If Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

GPK (L)