



COUNTY GOVERNMENT OF MARSABIT

TENDER NAME:
SUPPLY AND DELIVERY OF REFRIGERATED
TRUCKS (5 TON), (2 UNITS)

TENDER NO.
MBT/COU/AGRI/130/2017-2018

JANUARY 2018

TABLE OF CONTENTS

I TENDER NOTICE	2
1 INVITATION FOR TENDERS	3
2 GENERAL INFORMATION	4
3 GENERAL CONDITIONS OF CONTRACT	5
4 SPECIAL CONDITIONS OF CONTRACT	5
5 SCHEDULE OF REQUIREMENTS	26
6 TECHNICAL SPECIFICATIONS	31
7 TENDER FORM AND PRICE SCHEDULES	29
8 TENDER SECURITY FORM	38
9 CONTRACT FORM	39
10 PERFORMANCE SECURITY FORM	40
11 CONFIDENTIAL BUSINESS QUESTIONNAIRE	41
12 MANUFACTURER’S AUTHORIZATION FORM	42

I. TENDER NOTICE

REF: TENDER NO. MBT/COU/AGRI/130/2017-18

TENDER DOCUMENT SUPPLY AND DELIVERY OF REFRIGERATED TRUCKS (5 TON), (2 UNITS)

The County Government of Marsabit now invites sealed tenders from eligible candidates for the **Supply and Delivery of Refrigerated trucks (5 ton), (2 units)**

Tenders must be accompanied by a **security** from a **Bank or Financial Institution or a Bankers Cheque to the Marsabit County in the amount described in Clause 2.14 of Instructions to Tenderers.**

Completed tender documents in plain sealed envelopes bearing no indication of the name of the firm tendering with the tender number and name clearly marked on top should be deposited in the Tender Box located next to the office of the Director of Procurement, Governor's Office building by post to be addressed to: -

**Director, Supply Chain Management,
Marsabit County,
P. O. Box 384 – 60500,
Marsabit.**

so as to reach him not later than **10.00 am on Monday 12th February, 2018** at which time the tender documents will be publicly opened in the presence of tenderers or their representatives who choose to attend in the Procurement Board Room, Governor's Office building.

1 INVITATION FOR TENDERS

TO: _____

Dear Sir/Madam,

**REF: TENDER NO. MBT/COU/AGRI/130/2017-18
TENDER DOCUMENT for SUPPLY AND DELIVERY OF REFRIGERATED TRUCKS
(5 TON), (2 UNITS).**

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

All tender must be accompanied by a security from a **Bank or Financial Institution or a Bankers Cheque to the Marsabit County in the amount described in Clause 2.14 of Instructions to Tenderers.**

Completed original and duplicate tender document in plain sealed envelopes bearing no indication of the name of the firm tendering with the tender number and name clearly marked on top should be deposited in the Tender Box located next to the office of the Interim County Secretary, City Hall, First Floor, Room 105 or if by post to be addressed to: -

**Director, Supply Chain Management,
Marsabit County,
P. O. Box 384 – 60500,
Marsabit.**

so as to reach him not later than **10:00am on Monday 12th February, 2018** at which time the tender documents will be publicly opened in the presence of tenderers or their representatives who choose to attend in the **Procurement Board Room, Governor's Office building.**

**FRANCIS K. KAMENDI
DIRECTOR, SUPPLY CHAIN MANAGEMENT.**

2 GENERAL INFORMATION

2.1 Eligible Tenderers

2.1.1 This Invitation for tenders is open to all tenderers eligible and described in the tender documents. Successful tenderers shall complete the supply of goods by the intended completion date specified in the tender documents.

2.1.2 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 Nairobi City County 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.

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

2.2 Eligible Goods

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

2.3.1 The tenderer shall bear all costs associated with the preparation and submission of its tender, and the County Government of Marsabit, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.4 The Tender Document Contents

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 for Tenders
- (ii) General Information
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Technical Specifications
- (vi) Tender Form and Price schedules
- (vii) Tender Security Form
- (viii) Contract Form
- (ix) Performance Security Form
- (x) Manufacturer's Authorization Form

2.4.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4.3 Tenderer's Memorandum

All tenders submitted shall include copies of the following documents: -

- (a) Current Year Single Business Permit by **Marsabit County** or any County of Kenya for the firm tendering
- (b) PIN Certificate of the firm tendering
- (c) Certificate of incorporation for the firm tendering/ Registration Certificate
- (d) VAT certificate of the firm tendering
- (e) Proof of having bought tender document (receipt copy).

(f) A valid tax compliance certificate from K.R.A.

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender Document may notify the **County Government of Marsabit** in writing at the entity's address indicated in the Invitation of tenders. **County Government of Marsabit** 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 in the advert. Written copies of the **County Government of Marsabit** 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.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the **County Government of Marsabit**, 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 who have received the tender Documents will be notified of the amendment in writing or by cable, and will be binding on them.

2.6.3 In order to allow prospective Tenderers reasonable time in which to take the amendment into account in preparing their tenders, the **County Government of Marsabit**, 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 exchanged by the tenderer and the **County Government of Marsabit**, 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 the Tender

2.8.1 The tender prepared by the tenderer 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 2.12 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 2.13 that the goods and ancillary services to be supplied by the tenderer conform to the tender documents; and
- (d) Tender security furnished in accordance with paragraph 2.14

2.9 Tender Form

2.9.1 The Tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the Tender documents, including 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 be entered separately in the following manner:

- (i) The price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable.
- (ii) Charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination

2.10.3 Prices quoted by the Tenderer shall be fixed during the term of 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.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in the following currencies:

- (a) For goods that the Tenderer will supply from Kenya, the prices shall be quoted in Kenya shillings; and
- (b) For goods that the Tenderer will supply from outside, the prices shall be quoted in US dollars or in another freely convertible currency

2.12 Tenderers Eligibility and Qualifications

2.12.1 The Tenderer shall furnish, as part of its tender, documents establishing the Tenderers eligibility to Tender and its qualifications to perform the contract if its Tender is accepted.

2.12.2 The documentary evidence of the Tenderers eligibility to tender shall establish to the County Government of Marsabit satisfaction that the Tenderer, at the time of submission of its tender, is from an eligible source country as defined.

2.12.3 The documentary evidence of the Tenderers qualifications to perform the contract if its Tender is accepted shall establish to the **County Government of Marsabit** satisfaction:

- (a) that, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise procure, the Tenderer has been duly authorized by the good's Manufacturer or producer to supply the goods;
- (b) that the Tenderer had the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Tenderer not doing business within Kenya, the Tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts stocking obligations in the Conditions of Contract/or Technical Specifications.

2.13 Goods' Eligibility and Conformity to Tender Document

2.13.1 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 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 characteristics of the goods
- (b) A list giving full particulars, including available sources and current prices of special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the **County Government of Marsabit**; and
- (c) A clause-by-clause commentary on the **County Government of Marsabit** Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the commentary 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 in the amount **equal to 1% of the Bid Sum.**

2.14.2 The Tender security is required to protect the **County Government of Marsabit** against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.3 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 **County Government of Marsabit** and valid for thirty (30) days beyond the validity of the Tender.

2.14.4 Any Tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the **County Government of Marsabit** as non-responsive, pursuant to paragraph 2.22.

2.14.5 Unsuccessful Tenderer's Tender security will be discharged or returned promptly but not later than thirty (30) days after the expiration of the period of Tender validity prescribed by the **County Government of Marsabit**.

2.14.6 The successful Tenderer's Tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.30, and furnishing the performance security, pursuant to paragraph 2.31.

2.14.7 The Tender security may be forfeited:

(a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the **County Government of Marsabit** on the Tender Form: or

(b) In the case of successful Tenderer, if the Tenderer fails:

(i) to sign the contract in accordance with paragraph 2.30

or

(ii) to furnish performance security in accordance with paragraph 2.31.

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 120 days or as specified in the Tender documents after date of Tender opening prescribed by the **County Government of Marsabit**, pursuant to paragraph 2.18. A Tender valid for a shorter period shall be rejected by the **County Government of Marsabit** as non-responsive.

2.15.2 In exceptional circumstances, the **County Government of Marsabit** may solicit the Tender's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Tender security provided under paragraph 2.14 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request will not be required nor be permitted to modify its Tender.

2.16 Format and Signing of Tender

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

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

SUBMISSION OF TENDERS

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 **County Government of Marsabit** at the following address:

Director, Supply Chain Management,
County Government of Marsabit,
P. O. Box 384-60500,
Marsabit.

REF: TENDER NO. MBT/COU/AGRI/130/2017-18
TENDER DOCUMENT SUPPLY AND DELIVERY OF REFRIGERATED TRUCKS (5 TON), (2 UNITS).

the Invitation for Tenders (IFT), and the words: “DO NOT OPEN BEFORE,” **10:00am on Monday 12th February, 2017**

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

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the **County Government of Marsabit** will assume no responsibility for the Tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the **County Government of Marsabit** at the address specified under paragraph 2.17.2 not later than **10:00am on Monday 12th February, 2018**

2.18.2 The **County Government of Marsabit** may, at its discretion, extend this deadline for the submission of Tenders by amending the Tender documents in accordance with paragraph 2.6.3 in which case all rights and obligations of the **County Government of Marsabit** and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.19 Modification and Withdrawal of Tender

2.19.1 The Tenderer may modify or withdraw its Tender after the Tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the Tenders, is received by the **County Government of Marsabit** prior to the deadline prescribed for submission of Tenders.

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Tenders.

2.19.3 No Tender may be modified after the deadline for submission of Tenders.

2.19.4 No Tender may be withdrawn in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the tender form. Withdrawal of a Tender during this interval may result in the Tenderer’s forfeiture of its Tender security, pursuant to paragraph 2.14.7.

OPENING AND EVALUATION OF TENDERS

2.20 Opening of Tenders

2.20.1 The **County Government of Marsabit** will open all Tenders in the presence of Tenderers' representatives who choose to attend on **10:00 am on Monday 12th February, 2018** in the Procurement Board Room, Governor's Office building. 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 **County Government of Marsabit**, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The **County Government of Marsabit** will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of Tenders the **County Government of Marsabit** may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the Tenderer to influence the **County Government of Marsabit** in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the Tenderer's tender.

2.22 Preliminary examination

2.22.1 The **County Government of Marsabit** will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the 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.

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

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23, the **County Government of Marsabit** will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The **County Government of Marsabit** determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the **County Government of Marsabit** and may not subsequently be made responsive by the Tenderer by correction of the nonconformity.

2.23 Evaluation and Comparison of Tenders

2.23.1 The **County Government of Marsabit** will evaluate and compare the Tenders, which have

been determined to be substantially responsive, pursuant to paragraph 2.22.

2.23.2 The **County Government of Marsabit** evaluation of a tender will exclude and not take into account.

a) in the case of goods manufactured in Kenya or goods of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Tenderer; and

b) any allowance of price adjustment during the period of execution of the contract, if provided in the tender.

2.23.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

2.23.4 The **County Government of Marsabit** evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:

- a) delivery schedule offered in the tender
- b) deviations in payment schedule from that specified in the special conditions of contract;
- c) the cost of components, mandatory spare parts, and service;
- d) the availability in Kenya of spare parts and after-sales services for the equipment offered in the tender;

2.23.5 Pursuant to paragraph 2.23.4 the following evaluation methods will be applied:

(a) Delivery Schedule.

- (i) The **County Government of Marsabit** requires that the goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the **County Government of Marsabit** required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule.

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenderers will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The **County Government of Marsabit** may consider the alternative payment schedule offered by the selected Tenderer.

2.24 Contacting the County Government of Marsabit

2.24.1 Subject to paragraph 2.21.2, no Tenderer shall contact the **County Government of Marsabit** on any matter relating to its Tender, from the time of the Tender opening to the time the contract is awarded.

2.24.2 Any effort by a Tenderer to influence the **County Government of Marsabit** in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

AWARD OF CONTRACT

2.25 Post-Qualification

2.25.1 In the absence of pre-qualification, the **County Government of Marsabit** 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.

2.25.2 The determination will take into account the Tenderers financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderers qualifications submitted by the Tenderer, pursuant to paragraph 2.12.3, as well as such other information as the **County Government of Marsabit** deems necessary and appropriate.

2.25.3 An affirmative determination will be a prerequisite for award of the contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the **County Government of Marsabit** will proceed to the next lowest evaluation tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.26 Award Criteria

2.26.1 Subject to paragraph 2.10, 2.23 and 2.28 the **County Government of Marsabit** will award the contract to the successful Tenderer (s) whose tender has been determined to be substantially responsive and has been determine to be the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the contract satisfactorily.

2.27 County Government of Marsabit Right to Vary Quantities

2.27.1 The **County Government of Marsabit** 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.

2.28 County Government of Marsabit Right to accept or Reject Any or All Tenders

2.28.1 The **County Government of Marsabit** reserves the right to accept or reject any tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the **County Government of Marsabit** action.

2.29 Notification of Award

2.29.1 Prior to the expiration of the period of tender validity, the **County Government of Marsabit** will notify the successful Tenderer in writing that its tender has been accepted and simultaneously notify the unsuccessful tenderer's of the fact.

2.29.2 The notification of award will constitute the formation of the contract.

2.29.3 Upon the successful Tenderers furnishing of the performance security pursuant to paragraph 2.31, the **County Government of Marsabit** will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

2.30 Signing of Contract

2.30.1 At the same time as the **County Government of Marsabit** notifies the successful Tenderer that its tender has been accepted, the **County Government of Marsabit** will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.30.2 Within thirty (30) days of receipt of the Contract Form, the successful Tenderer shall sign and date the contract and return it to the **County Government of Marsabit**.

2.31 Performance Security

2.31.1 Within fourteen (14) days of the receipt of notification of award from the **County Government of Marsabit**, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance security Form provided in the tender documents or in another form acceptable to the **County Government of Marsabit**.

2.31.2 Failure of the successful Tenderer to comply with the requirement of paragraph 2.30 or paragraph 2.31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the **County Government of Marsabit** may make the award to the next lowest evaluated or call new Tenders.

2.32 Corrupt Fraudulent Practices

2.32.1 The **County Government of Marsabit** requires that Tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the **County Government of Marsabit**: -

- (a) defines, for the purpose 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 the public official in the procurement process or in contract execution; and
 - (ii) “ Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the **County Government of Marsabit**, and includes collusive practice among Tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the **County Government of Marsabit** 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 executing a contract.

2.32.2 Furthermore, Tenderers shall be aware of the provision stated in the General conditions of Contract.

3 GENERAL CONDITONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

These General Conditions shall apply in all Contracts made by the **County Government of Marsabit** for the procurement of goods.

3.3 Country of Origin

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

The origin of Goods and services is distinct from the nationality of the Tenderer.

3.4 Standards

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 Candidate shall not, without the **County Government of Marsabit** 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 **County Government of Marsabit** in connection therewith, to any person other than a person employed by the Tenderer in the performance of the Contract.
- 3.5.2 The Tenderer shall not, without the **County Government of Marsabit** 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 above, shall remain the property of the **County Government of Marsabit** and shall be returned (all copies) to the **County Government of Marsabit** on completion of the Tenderer's performance under the Contract if so required by the **County Government of Marsabit**.

3.6 Patent Rights

The Tenderer shall indemnify the **County Government of Marsabit** against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the **County Government of Marsabit** country.

3.7 Performance Security

- 3.7.1 Within fourteen (14) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the **County Government of Marsabit** the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the **County Government of Marsabit** as compensation for any loss resulting from the Tenderer's failure to complete its Obligations under the contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the **County Government of Marsabit** and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the **County Government of Marsabit**, in the form provided in the Tender documents.

3.7.4 The performance security will be discharged by the **County Government of Marsabit** 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. **County Government of Marsabit**

3.8 Inspection and Tests

3.8.1 The **County Government of Marsabit** or its representative shall have the right to inspect and/or test the goods to confirm their conformity to the Contract specifications. The **County Government of Marsabit** 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 on the premises of the Tenderer or its sub-supplier (s), at point of delivery, and/or at the goods, final destination. If conducted on the premises of the Tenderer or its sub-supplier(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the **County Government of Marsabit**.

3.8.3 Should any inspected or tested Goods fail to conform to the specifications, the **County Government of Marsabit** may reject the goods, and the Tenderer shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the **County Government of Marsabit**.

The **County Government of Marsabit** 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 goods having previously been inspected, tested, and passed by the **County Government of Marsabit** or its representative prior to the goods' delivery.

3.8.4 Nothing in paragraph 3.8 shall in any way release the Tenderer from any warranty or other obligations under this contract.

3.9 Packing

The Tenderer shall provide such packing of the Goods as required to prevent their damage or deterioration during transit to their final destination as indicated in the contract.

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

Delivery of the goods shall be made by the Tenderer in accordance with the terms specified by **County Government of Marsabit** in its schedule of Requirements and the special Conditions of Contract.

3.11 Insurance

The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the special conditions of contract.

3.12 Payment

3.12.1 The method and conditions of payment to be made to the Tenderer under this Contract shall be specified in special Conditions of Contract.

3.12.2 Payments shall be made promptly by the **County Government of Marsabit** 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.

3.14 Assignment

3.13.1 The Tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the **County Government of Marsabit** prior written consent.

3.14 Subcontracts

3.15.1 The Tenderer shall notify the **County Government of Marsabit** in writing of all subcontracts awarded under this Contract if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the Tenderer from any liability or obligation under the Contract.

3.16 Termination for Default

3.16.1 The **County Government of Marsabit** may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Tenderer, terminate this Contract in whole or in part.

(a)if the Tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the **County Government of Marsabit**.

(b)If the Tenderer fails to perform any other obligation(s) under the Contract.

(c) If the Tenderer, in the judgment of the **County Government of Marsabit** has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.16.2 In the event the **County Government of Marsabit** terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, and the Tenderer shall be liable to the **County Government of Marsabit** for any excess costs for such similar Goods.

3.17 Liquidated Damages

3.17.1 If the Tenderer fails to deliver any or all of the goods within the period (s) specified in the contract, the **County Government of Marsabit** 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 undelivered goods up to a maximum deduction of 10% of the undelivered goods. After this the Tenderer may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 The **County Government of Marsabit** 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.

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 the provision of the arbitration Act of the Laws of Kenya shall apply.

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.

SPECIAL CONDITIONS OF CONTRACT

- 4.1 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.
- 4.2 The **County Government of Marsabit** shall issue Local Purchase Orders for supply and delivery of various units as and when required during the contract validity period. Payment shall be made after the goods have been supplied and accepted that they are in good order and comply to specifications.
- 4.3 Where in doubt, the County shall randomly sample the goods and subject them to compliance testing. No payment shall be made until the Test certificates have been received. If the goods are rejected the supplier shall be required to take away the affected goods and replace with others that comply at their cost.
- 4.4 To be noted under special conditions of contract. The **County Government of Marsabit** shall have a right and would not be held responsible for not issuing the Local Purchase Order for the total quantities in the Contract.
- 4.5 The **County Government of Marsabit** requires that the Tender document **MUST** be submitted in the same form as provided without any mutilation.

TECHNICAL EVALUATION CRITERIA

- a) Responsiveness at preliminary stage **shall qualify** candidates to technical Evaluation stage.
- b) Must meet the Technical Specifications and **be responsive to qualify** for Financial Stage of evaluation.

The table below contains scores for technical requirements for evaluation.

Minimum technical score - 70%

S/NO	ITEM DESCRIPTION	MARKS AWARDED
1	Audited financial accounts for the last two (2) financial years. Financial statements without auditor's report will not be accepted; the report should be stamped and signed by the auditor.	20
2	Certified (by the bidder) copy of Bank statement for the last Two years.	10
3	Bidders are required to submit evidence of past experience by submitting five Local purchase orders LPOs or Local service orders(LSO) each valued at above 60,000/= from reputable firms. LPOs/LSOs should be for supply or service similar or of the same nature as the bid under consideration. Each LPO/LSO will attract 3 marks. Award letters supported with evidence that the contract has been serviced for a total sum of Ksh. 10,000,000 will earn full score.	15
4	The bidder is required to provide documentation on the company profile and management structure, indicating the present holders of positions provided.	15
5	Original bid document has been filled and returned in it's original form without missing pages. Bidders who do not return the bid document will not be awarded the scores.	10
6	Delivery period duly filled for each item tendered for, as per the schedule provided in the bid document.	5
7	Business confidential questionnaire (duly filled and signed) it should indicate full names of proprietor(s) or directors of the firm as provided in the form.	10
8	Form of tender (duly filled, signed and stamped)	10
9	Litigation History	5
TOTAL SCORE		100

5 SCHEDULE OF REQUIREMENTS

Description	Technical Particulars	TENDERER'S SPECS
Applications	A refrigerated vehicle comprises of an insulated container body and a refrigeration unit to give the required temperature inside for the chamber transportation.	
Temperature range	Min -18°C	
Body Parameters		
Structure	The Body comprises of outer and inner panels and an insulating material, the outer and inner panels should be of CR sheet/stainless steel. The insulated material should be Poly Urethane Foam (PUF) having minimum density of 30 Kg/cub. meter and minimum 100 mm thick. Load bearing column should be of HR steel as per IS 1079 having pressed formed sections. Proper lightening should be provided inside the cabin and thermal insulated container. No fluorescent tube should be used for lightening purpose.	
Capacity of storage	Minimum 32 cum.	
Outer panel - roof and side walls	Minimum 1 mm CR sheet bonded with insulation	
Inner panel - side wall and ceiling	Minimum 0.3 mm stainless steel bonded with minimum 6mm marine grade ply wood. All joints should be sealed with a good quality sealants and fastened with SS screws.	
Floor	Bottom most sheet should be minimum 0.6 mm GP sheet bonded with insulation. Upper layer should be of 12 mm (minimum) ply wood and top most layer of minimum 2 mm	

	aluminum checkered plate.	
Door	Two leaves with outer and inner panels and insulation matching with box. It should be completely air sealed with FRP section and suitable EPDM rubber profile.	
Door opening angle	Minimum 270°	
Foam density	Minimum PUF 30 Kg/m ³	
Thickness of insulation	Minimum 100 mm for side walls and 120 mm for roof and floor	
Insulation thermal conductivity	Maximum 0.025 w/m ² K	
Hold Over Time	The container should hold the inside temperature at least for ten hrs at the ambient temperature of 43°C when it is not opened.	
Refrigeration unit		
Unit installation	The refrigeration unit is installed on the body above the cabin of the vehicle and gives a range of temperatures. The unit should be powered by self-propelled truck engine. It should have suitable sized compressor, evaporator and control switches along with voltage stabilizer.	
Temperature	The temperature variation is from -18 deg Celsius	
Temperature recording	<p>The temperature is digitally displayed and recorded by the use of data-logger with an accuracy of +/- 0.5°C . The sensor should be placed inside the storage chamber and the recording should be displayed in the cabin.</p> <p>It should be an electronic device placed in closed chamber of vaccine truck, which records the temperature after loading , during traveling till it is unloaded. The minimum capacity of storing the data in data logger should be of 7 days. It should be an alarm system and as soon as the temperature crosses the safe range alarm alerts the handlers.</p>	
Stand by motor	A single-phase stand by motor with a extension lead of 20 meters should be provided which should be powered by external electricity source; this electric motor will drive the compressor to	

	maintain internal temperature at the desired level during extended stops and for pre-cooling the chamber.	
Vehicle specifications		
Engine	Diesel Engine Direct Injection, turbo charged and inter-cooled.	
No. of Cylinder		
Capacity	5600 CC and above	
Minimum KW/RPM	Minimum 60 KW @ 2400 rpm	
Transmission	5-4 Forward, 1 Reverse	
Clutch		
Brakes		
Frame Section	Rectangular	
Cooling	Water Cooled	
Voltage	Suitable	
Battery	Suitable	
Fuel Tank	Min.-150 Ltrs.	
Suspension	Semi Elliptical Leaf Spring.	
Shock Absorbers Telescopic	Hydraulic Double Acting Telescopic	
Tyres	Radial/Nylon	
Wheel Base	Minimum 4300 mm	
Weight carrying capacity	6000 Kgs or more	
Ground Clearance		
Wheel Drive	2 Wheel Drive	
Gross vehicle weight		

Turning radius		
Emission norms	As per prevailing norms of Government of Kenya.	
Standard tool Kit	Standard tool kit such as lifting jack, Wheel spanner, screw driver etc. should be provided with the vehicle.	
Testing requirement		
Air tightness test	This test should be carried out after all the structural tests have been completed and prior to the heat leakage test. The temperatures inside and outside the thermal container shall be stabilized within 3K of each other and shall be both be within the range 288 K to 298K.	
Heat Leakage test	Heat leakage test should be determining the heat leakage of the thermal container shall be taken for a continuous period of not less than 8hrs, during which the following conditions shall be satisfied: a) The test shall be performed with a mean wall temperature chosen between 288 K and 298 K. b) A thermal mapping should be conducted for the storage chamber and the max. Temp. difference between the warmest and the coldest inside points at any one time should not be more than 1deg.C	
Transverse tracking Test	Transverse tracking test should be conducted by placing thermal container on four level support, one under each bottom corner fitting, and should be restrained against lateral and vertical movement by means of anchor devices acting through the bottom apertures of the bottom corner fittings. Lateral restraint shall be provided only at a bottom corner fitting diagonally opposite to and in the same end frame as a top corner fitting to which force is applied. When testing the two end frames separately, vertical restraint should be applied only at the end frame under test. The minimum test load should be 10 ton.	
Certificates of testing	All above mentioned test should be conducted through an approved laboratory by the Government of Kenya and the equipment should be supplied along with the test certificates.	

REF: TENDER NO.: MBT/COU/AGRI/130/2017-18
TENDER DOCUMENT FOR THE SUPPLY AND DELIVERY OF REFRIGERATED TRUCKS (5 TON), (2 UNITS).

to **County Government of Marsabit** –Transport the indicated items conforming to the stated specifications upon issuance of an LPO.

REF: TENDER NO. MBT/COU/AGRI/130/2017-2018
TENDER DOCUMENT SUPPLY AND DELIVERY OF REFRIGERATED TRUCKS (5 TON), (2 UNITS).

ITEM No.	DESCRIPTION	UNITS	UNIT OF ISSUE	DELIVERY PERIOD
	SUPPLY AND DELIVERY OF REFRIGERATED TRUCKS (5 TON), (2 UNITS).	TWO(2)	NOWeeks

Signature of tenderer -----

6 TECHNICAL SPECIFICATIONS

6.1 General

1. These specifications describe the basic requirements for goods. 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 or goods 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 **County Government of Marsabit** 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 period of each product
 - ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

6 TENDER FORM AND PRICE SCHEDULES

(i) Form of Tender

Date: -----

Tender No. -----

County Secretary,
County Government of
Marsabit,
P. O. Box 384-60500,
MARSABIT.

Gentlemen and/or Ladies:

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 Delivery of Refrigerated Trucks (5 Ton), (2 Units)** for year 2017 - 2018 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.

1. We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specifies in the Schedule of Requirements.
2. If our tender is accepted, we will obtain the guarantee of bank in a sum equivalent to -----percent of the Contract Price for the due performance of the Contract, in the form prescribed by County Government of Marsabit.
3. We agree to abide by this tender for a period of -----(*number*)days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us may be accepted at any time before the expiration of the period.
4. 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.
5. 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 -----

(ii) Price Schedule for Goods

The rates inserted here below shall be for the **Supply and delivery of Refrigerated Truck (5 Ton)** inclusive of all taxes and charges and conforming to the stated specifications upon issuance of an LPO.

**REF: TENDER NO. MBT/COU/AGRI/130/2017-18
TENDER DOCUMENT SUPPLY AND DELIVERY OF REFRIGERATED TRUCKS (5 TON), (2 UNITS).**

ITEM NO.	DESCRIPTION	UNITS	QTY	UNIT PRICE KSHS	TOTAL AMOUNT KSHS (Inclusive of all taxes)	REMARKS
	SUPPLY AND DELIVERY OF REFRIGERATED TRUCKS (5 TON), (2 UNITS).	NO	2			

Tender sum carried to form of tender-----

Signature of Tenderer -----

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

Note: The quantities entered in column 4 above are indicative requirements for the period of the tender but not bind the Nairobi City County in any way.

7 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 and Delivery of Refrigerated Trucks (5 Ton), (2 Units).**
(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 -----County Government of
Marsabit (hereinafter called "Procuring Entity") in the sum of -----
----- for which payment well and truly to be made to the said County Government
of Marsabit, the Bank binds itself, its successors, and assigns by these presents. Sealed with the
Common Seal of the said Bank this ----- day of -----
- 20-----

THE CONDITIONS of this obligation are: -

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

We undertake to pay to the County Government of Marsabit up to the above amount upon receipt of its first written demand, without the County Government of Marsabit having to substantiate its demand, provided that in its demand the County Government of Marsabit 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.

(Signature of the Bank)

Name of Signatory

Seal

8 CONTRACT FORM

This agreement made the ----- day of -----20-----between County Government of Marsabit (hereinafter called “Procuring entity”) of the part and ----- (name of Tenderer) of ----- (City and Country of Tenderer) (hereinafter called “the Tender”) of the other part.

Whereas the County Government of Marsabit invited Tenderers for certain goods, viz, TENDER No.

REF: TENDER NO. MBT/COU/AGRR/130/2017-2018 Supply and Delivery of Refrigerated Trucks (5 Ton), (2 Units).

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 meaning 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.:

The Tender Form and the Price Schedule Submitted by the Tenderer;

- (i) The tender form and the price schedule submitted by the tenderer;
- (ii) The Schedule of Requirements;
- (iii)The Technical Specifications;
- (iv)The General Conditions;
- (v) The Special Conditions of Contract; and
- (vi)Notification of Award.

3. In consideration of the payments to be made by the County Government of Marsabit to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with the County Government of Marsabit to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The County Government of Marsabit hereby covenants to pay the Tenderer in consideration of the provision of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provision of the contract at the times and in the manner prescribed by the Contract.

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

Signature, sealed, delivered by ----- the -----(for the County Government of Marsabit).

Signed, sealed, delivered by ----- the ----- (

For the Tenderer) in the presence of -----

9 PERFORMANCE SECURITY FORM

To: County Government of Marsabit

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 WHERWAS 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 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)

10 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part-General: -

Business Name:-.....

Location of Business Premises: -.....

Plot No: -.....Street/Road:.....Postal Address: -.....Tel No:-

Nature of Business:-.....

Current Trade License No: -.....Expiring Date: -.....

Maximum Value of Business, which you can handle at any one time

Kshs:.....

Name of Bankers:.....Branch:.....

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: -

<u>NO.</u>	<u>NAME</u>	<u>NATIONALITY</u>	<u>CITIZENSHIP DETAILS</u>	<u>SHARES</u>
1/...../...../...../.....
2/...../...../...../.....
3/...../...../...../.....

Part 2(c) – Registered Company

Private/Public:

State the nominal and issued capital of the Company: -

Nominal Kshs: Issued Kshs:

Give details of all directors as follows: -

<u>NO.</u>	<u>NAME</u>	<u>NATIONALITY</u>	<u>CITIZENSHIP DETAILS</u>	<u>SHARES</u>
1/...../...../...../.....
2/...../...../...../.....

Date: -.....Signature of Applicant.....

- If Kenyan Citizen, indicate under “Citizenship Details” Whether by birth,
- Naturalisation or Registration
- GPK (L)

Date -----Signature of Applicant -----

12. MANUFACTURER'S AUTHORIZATION FORM

To: County Government of Marsabit.

WHEREAS ----- (name
of the manufacture)

who are established and reputable in quarrying and crushing of aggregates having quarries and

crushing plant 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 manufacture)

Note: This letter of authority should be on the letterhead of the Manufacture and should be signed by a competent person. This shall be applicable for each category of items to be delivered.