KAKAMEGA COUNTY GOVERNMENT

KAKAMEGA County Assembly,
P.O. BOX 159-30400,
KAKAMEGA

Email KAKAMEGAcountyassembly@gmail.com
Website:www.KAKAMEGAassembly.go.ke

KAKAMEGA COUNTY ASSEMBLY

TENDER DOCUMENT

FOR

SUPPLY AND DELIVERY OF FIREFIGHTING EQUIPMENT

TENDER NO. KCA/T/06/2017/2018-2019/T/06/2017/2018

ELIGIBILITY: OPEN

MR. PATRICK.W.KAMWESSAR
CLERK TO COUNTY ASSEMBLY

KAKAMEGA COUNTY GOVERNMENT

KAKAMEGA COUNTY ASSEMBLY

KAKAMEGA County Assembly invites Tenders/registration from reputable and competent suppliers/contractors for supply and provision of the following goods, works and services for the Financial Year 2017/2018

A.TENDERS		ELIGIBILITY
NO.	ITEM DESCRIPTION	
KCA/T/06/2017/2018-2019/T/01/2017/2018	Supply and Delivery of General Office Stationery.	Special groups
KCA/T/06/2017/2018-2019/T/02/2017/2018	Supply and Delivery of Detergents, Disinfectants and Insecticides.	Special groups
KCA/T/06/2017/2018-2019/T/03/2017/2018	Supply and Delivery of Petrol, Diesel, Oils, Lubricants & Gas.	Open
KCA/T/06/2017/2018-2019/T/04/2017/2018	Supply and Delivery of Bottled Water, Beverages, Soft Drinks.	Special groups
KCA/T/06/2017/2018-2019/T/05/2017/2018	Supply and Delivery of Computer Stationery & Accessories	Open
KCA/T/06/2017/2018-2019/T/06/2017/2018	Supply, Delivery and Servicing of Firefighting Equipment.	Open
KCA/T/06/2017/2018-2019/T/07/2017/2018	Supply and Delivery of Tires, Tubes and Batteries.	Open
KCA/T/06/2017/2018-2019/T/08/2017/2018	Supply and Delivery of Computers, Laptops, Printers, Scanners, Photocopiers and other Hardware and Software	Open
KCA/T/06/2017/2018-2019/T/09/2017/2018	Provision of Sanitary Services	
KCA/T/06/2017/2018-2019/T/010/2017/2018	Provision of Security Services.	Open
KCA/T/06/2017/2018-2019/T/011/2017/2018	Provision of Hire of buses and Air Ticketing Agency Services (IATA registered only)	Open
KCA/T/06/2017/2018-2019/T/012/2017/2018	Supply and Delivery of Electrical & Electronic Appliances and Fittings	Special groups
KCA/T/06/2017/2018-2019/T/013/2017/2018	Supply and Delivery of Tools and Equipment	Open
KCA/T/06/2017/2018-2019/T/014/2017/2018	Servicing and Maintenance of Generator	Open
KCA/T/06/2017/2018-2019/T/015/2017/2018	Supply and delivery newspapers, magazines, Periodicals and Documentaries	Special groups
KCA/T/06/2017/2018-2019/T/016/2017/2018	Provision of Web and mail hosting services	Open
KCA/T/06/2017/2018-2019/T/017/2017/2018	Supply and delivery of airtime	Special groups
KCA/T/06/2017/2018-2019/T/018/2017/2018	Provision of Medical Scheme Insurance Services for Members & Staff	Underwriters Only
KCA/T/06/2017/2018-2019/T/019/2017/2018	Provision of General Insurance Services	Underwriters Only
KCA/T/06/2017/2018-2019/T/020/2017/2018	Provision of Internet Services	Open
B.PREQUALIFICATION		
KCA/T/06/2017/2018-2019/P/021/2017/2018	Supply and Delivery of Foodstuffs like cereals, milk, meat, groceries, fruits etc	
KCA/T/06/2017/2018-2019/P/022/2017/2018	Supply and Delivery of Kitchen Equipment and fittings	Special groups
		Open
KCA/T/06/2017/2018-2019/P/023/2017/2018	Supply and Delivery of Staff Uniforms, sportswear/equipment and Protective Clothing/Gear	Open
KCA/T/06/2017/2018-2019/P/024/2017/2018	Provision of Branding & Printing Services for T-Shirts, Flags, Caps, Calendars, Asset tagging, Business Cards, Stickers and Banners.	Special groups
KCA/T/06/2017/2018-2019/P/025/2017/2018	Provision of Legal Services.	Open
KCA/T/06/2017/2018-2019/P/026/2017/2018	Provision of Legislative Drafting Services	
KCA/T/06/2017/2018-2019/P/027/2017/2018	Provision of Professional and Consultancy Services including TNA, baseline, employee work environment survey etc	Open
KCA/T/06/2017/2018-2019/P/028/2017/2018	Supply and Delivery Digital Cameras, LCD Projectors, PA Systems, Audiovisual Materials, microphones and batteries and other accessories	Open
KCA/T/06/2017/2018-2019/P/029/2017/2018	Repair and Maintenance of Computers, Laptops, Photocopiers TVs & Printers.	Open
KCA/T/06/2017/2018-2019/P/030/2017/2018	Supply and Delivery of Office Cabinets, Equipment, Curtains, Linen, Carpets, Furniture & Fittings	Open
KCA/T/06/2017/2018-2019/P/031/2017/2018	Servicing and Maintenance of Motor Vehicles.	Open
KCA/T/06/2017/2018-2019/P/032/2017/2018	Supply and Installation of Security System including CCTV cameras and other related gadgets	Open
KCA/T/06/2017/2018-2019/P/033/2017/2018	Servicing and Maintenance of Hansard Equipment	Open

KCA/T/06/2017/2018-2019/P/034/2017/2018	Supply and delivery of Utensils, Cutlery and water Dispensers	Special groups
KCA/T/06/2017/2018-2019/P/035/2017/2018	Repair and Maintenance of Electrical & Electronic Appliances and Fittings	Special groups
KCA/T/06/2017/2018-2019/P/036/2017/2018	Provision of plumbing and drainage works	Open
KCA/T/06/2017/2018-2019/P/037/2017/2018	Provision of Hotel, Conference facilities and Catering Services	Open
KCA/T/06/2017/2018-2019/P/038/2017/2018	Supply and Installation and Commissioning of PABX and Telephony	Open

The Prequalification/ documents with detailed information can be downloaded free of charge from KAKAMEGA County Assembly official website (www.KAKAMEGAassembly.go.ke). Duly registered youth, women and people with disabilities are encouraged to apply who are residents of KAKAMEGA County. Duly Completed Prequalification documents in plain sealed envelopes clearly marked with relevant category number and description should be addressed to; The Clerk, KAKAMEGA County Assembly, P.O. Box 159-30400, KAKAMEGA, Or be deposited in the Tender Box placed at the main entrance at the County Assembly hall along KAKAMEGA- Eldoret Road, opposite KCB Bank.
Applications will be opened publicly in the presence of bidders or their representatives who choose to attend at the KAKAMEGA County Assembly Board Room on or before Thursday 14th December 2017 12 noon.

SECTION I INVITATION TO TENDER FY 2017/2018

TENDER REF NO: KCA/T/06/2017/2018-2019/T/06/2017/2018
TENDER NAME: SUPPLY AND DELIVERY OF FIREFIGHTING EQUIPMENT

1.1 The KAKAMEGA County Assembly invites sealed tenders from qualified candidates for Supply and Delivery of firefighting equipment.

1.2 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

1.3 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at County Assembly or be addressed to:

The Clerk,
KAKAMEGA County Assembly,
P.o Box 1470-50100,
KAKAMEGA.

So as to be received on or before Thursday14th December, 2017 at 12 noon.

Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at the County Assembly Boardroom.

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tender is open to all qualified suppliers of goods/services.

2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers shall be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

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

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

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

2.3 Cost of Tendering

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

2.3.2 All firms found capable of performing the contract satisfactorily in accordance to the set criteria shall be considered for tender award.

2.4. The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
(i)Invitation to Tender
(ii)Instructions to tenderers
(iii)General Conditions of Contract
(iv)Technical Specifications

(v) Schedule of requirement
(vi) Form of contract
(vii) Contract Form
(viii) Confidential Business Questionnaire

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

2.5 Language of Tender

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

2.6 Tender Forms

2.6.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.7 Tender Prices

2.7.1 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

2.7.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.7.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

2.7.4 The validity period of the tender shall be 90 days from the date of opening of the tender.

2.7.5 Tender Currencies

2.8.1 Prices shall be quoted in Kenya Shillings

2.9 Tenderers Eligibility and Qualifications

2.9.1 The tenderer shall furnish, as part of its Tender documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tenderis accepted.

2.9.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country.

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

(a)that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.

(b)that the tenderer has the financial, technical, and production capability necessary to perform the contract;

(c)that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.10 Validity of Tenders

2.10.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity. A tender validfor a shorter period shall be rejected by the Procuring entity as non responsive.

2.10.1 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. A tenderer granting the request will not be required nor permitted to modify its tender.

2.11 Format and Signing of Tender

2.11.1 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.

2.11.1 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney

accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.12 Sealing and Marking of Tenders

2.12.1 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.

2.12.2 The inner and outer envelopes shall:

(a) Be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b)Bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE14th December 2017,” 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”.

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

2.13 Deadline for Submission of Tenders

2.13.1 Tenders must be received by the Procuring entity at the address specified not later than Thursday 14th December, 2017 at 12 noon.

2.13.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.14 Modification and Withdrawal of Tenders

2.14.1 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 entity prior to the deadlineprescribed for submission of tenders.

2.14.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.14.4 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.

2.14.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.14.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.15 Opening of Tenders

2.15.0 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on Thursday 14th December, 2017 at 12 noon. and in the location specifiedin the Invitation to Tender.

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

2.15.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender documents and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.15.3 The Procuring entity will prepare minutes of the tender opening.

2.16 Clarification of Tenders

2.16.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity 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.

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

2.17 Preliminary Examination

2.17.1 The Procuring entity 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.

2.17.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected. If there is a discrepancy between words and figures the amount in words will prevail

2.17.3 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.

2.17.4 Prior to the detailed evaluation, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For this purpose a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.17.5 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.

2.18 Evaluation and Comparison of Tenders

2.18.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive.

2.18.2 The tender evaluation committee shall evaluate the tender within 15 days of the validity period from the date of opening the tender.

2.18.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.19 Award of Contract

(a) Post-qualification

2.19.1 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.

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

2.19.3 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 Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.19.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity's Right to Vary quantities

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

(d) Procuring entity's Right to accept or Reject any or All Tenders

2.19.6 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

2.20 Notification of Award

2.20.1 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.

2.20.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.21 Signing of Contract

2.21.1 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.

2.21.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

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

2.22 Corrupt or Fraudulent Practices

2.22.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i)"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii)"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the

Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.22.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.22.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

(a)"The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

(c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.

(d) "The Procuring entity" means the organization purchasing the Goods under this Contract.

(e) "The Tenderer' means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

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

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity 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 Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of 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

3.6 Patent Rights

3.6.1 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 Goods or any part thereof in the Procuring entity's country

3.7 Inspection and Tests

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods 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.

3.7.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the Procuring entity.

3.7.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

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

3.8 Packing

3.8.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.8.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.9 Delivery and Documents

3.9.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.10 Insurance

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

3.12 Payment

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

3.12.2 Payments shall be made promptly by the Procuring entity 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 vary from the prices by the tenderer in its tender.

3.13.2 Contract price variations shall not be allowed for a year (12 months) during the contract period.

3.14. Assignment

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

3.15 Subcontracts

3.15.1 The tenderer shall notify the 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

3.16 Termination for default

3.16.1 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 deliver any or all of the goods within the periods) specified in the Contract, or within any extension thereof granted by the Procuring entity

(b) if the tenderer fails to perform any other obligation(s) under the Contract

(c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity 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 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 delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum,and/orinternational arbitration.

3.19 Language and Law

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

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

SECTION IV- TECHNICAL SPECIFICATIONS

4.1 General

4.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.

4.1.2 Tenderers must indicate on the specifications sheets whether the goods offered comply with each specified requirement.

4.1.3 All the dimensions and capacities of the goods 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.

4.1.4 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.

(v)TENDER EVALUATION CRITERIA

The procuring entity will award the contract to a responsive tenderer determined to be the lowest evaluated tender with the following mandatory documents

No	Requirements
1	Copy of current trade /business license
2	Confidential Business Questionnaire Duly Completed & other forms
3	Copy of PIN Certificate
4	Copy of VAT Registration Certificate
5	Copy of Current Tax compliance Certificate from Kenya Revenue Authority
6	Experience, Name & Address of major clients
7	Certificate of Registration in a Target group (youth, women and PWD).
8	Company profile with proven physical location and Address
9	Certificate of Company/Firm Registration
10	After Sales Service
11	Warranty clause
12	Local Preference & Reservation within KAKAMEGA County
14	Original Bank Statement/Bank reference of not more than three months from date of applying;
(iii)	

SPECIFICATIONS/PRICE SCHEDULE

FIREFIGHTING EQUIPMENT SPECIFICATIONS/ PRICE SCHEDULE

ITEM	ITEM DESCRIPTION / SPECIFICATION	BIDDERS SPECIFICATION/BRAND	UNIT PRICE
1.	Dry powder fire extinguishers		
	a) 9KG DP pressure type		
	b) 6KG DP pressure type		
	c) 4KG DP pressure type		
	d) 2KG DP pressure type		
	e) 1KG DP pressure type		
2.	Form (AFFF) fire extinguishers		
	9 litre pressure type		
3.	Water type fire extinguishers		
	9 litre pressure type		
4.	CO2 Fire extinguishers		
5.	1200mm x 1200mm asbestos blanket		

N/B

- PRICES QUOTED SHOULD BE INCLUSIVE OF VAT AND ALL OTHER CHARGES OR COSTS OF DELIVERY TO THE BUYER.
- ORDERS SHALL BE PLACED WHEN NEED ARISES ONLY.

Authorized Officer…….

Signature……..Date……

Official Stamp……..

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

SECTION VI- STANDARD FORMS

FORM OF TENDER

Date _____
Tender No. _____

To: KAKAMEGA County Assembly,
P.o Box 1470-50100,
KAKAMEGA.

Gentlemen and/or Ladies:

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

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

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent topercent 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. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this _____ day of _____ 20 _____

_____ _____

[Signature] [In the capacity of]

Duly authorized to sign tender for an on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business
You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name ……..
Location of business premises. ……..
Plot No…… Street/Road
……..
Postal Address …….. Tel No. ……. Fax ……. E mail ……
Nature of Business,……..
Registration Certificate No. ……
Maximum value of business which you can handle at any one time – Kshs.
……
Name of your bankers …….. Branch ……

Part 2 (a) – Sole Proprietor

Your name in full …….. Age ……..
Nationality …… Country of origin …….
Citizenship details
…….

Part 2 (b) Partnership

Given details of partners as follows:

NameNationalityCitizenship DetailsShares

1. ……
2. ……
3. ……
4. ……

Part 2 (c) – Registered Company

Private or Public

……
State the nominal and issued capital of company-
Nominal Kshs. ……
Issued Kshs. ……
Given details of all directors as follows
NameNationalityCitizenship DetailsShares
1……
…..
2.
……..
3.
……
…
4.
……
…
5
……
….

Date …….. Signature of Candidate
……..

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

CONTRACT FORM

THIS AGREEMENT made the day of …… between …… [name of Procurement entity) of …….. [country of Procurement entity] (hereinafter called "the Procuring entity) of the one part and …….. [name of tenderer] of …….. [city and country of tenderer] (hereinafter called "the tenderer") of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

(a) the Tender Form and the Price Schedule submitted by the tenderer
(b) the Schedule of Requirements
(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 tender hereby covenants with the Procuring entity to provide the

goods 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 provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

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

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

(Amend accordingly if provided by Insurance Company

TENDER SECURITY FORM

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

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

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or

2. If the tender, 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 tenders.

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 conditions, specifying the occurred condition(s)

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

[Authorized Signatories and official stamp of the Bank]
(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To: …….
KAKAMEGA County Assembly

WHEREAS ……. [name of tenderer]
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No.[reference number of the contract] dated
20tosupply
……
[description of insurance services] (Hereinafter called "the Contract")

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

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

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

This guarantee is valid until the _____ day of _____
20

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]
(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity
_____
_____

To:_____
_____
_____
_____

RE: Tender No. _____

Tender Name_____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

_____
_____

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____
_____