REPUBLIC OF KENYA

MIGORI COUNTY ASSEMBLY

MIGORI COUNTY ASSEMBLY
P.O BOX 985– 40400
MIGORI.

PROPOSED FENCING AND ERECTION OF 2 NO 2 DOOR VIP LATRINE

GOD-JOPE MCA OFFICE

MCA/Q/16/2020-2021

APRIL 2021

INTRODUCTION

1.1 This standard tender document for procurement of equipment has been prepared for use by public entities in Kenya in the procurement of all types of equipment as per the Public Procurement and Assets Disposal Act 2015.

1.2 The following general directions should be observed when using the document;

(a) Specific details should be furnished in the invitation to tender notice and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.

(b) The instructions to tenderers and the General conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and appendix to instructions to tenderers respectively.

1.3 (a) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.

(c) The invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following an invitation for expression of interest for which the invitation is issued.

1.4 The cover of the tender document should be modified to include:

I. Tender number.
II. Tender name.
III. Name of procuring entity.

SECTION I - INVITATION FOR TENDERS
Date 27th April, 2021

Tender REF No: MCA/Q/16/2020-2021
Tender name: FENCING AND ERECTION OF 2 NO 2 DOOR VIP LATRINE GOD-JOPE MCA OFFICE

Migori County Assembly invites sealed tenders from eligible firms for fencing and erection of 2 NO 2 Door Vip Latrine of God-Jope MCA Ward office.

Detailed tender documents can be can be downloaded from our website-www.migoriassembly.go.ke or Public Procurement Information Portal(PPIP)-www.tendersgo.ke or collected directly from Procurement Office Migori County Assembly.

Duly completed tender documents in plain sealed envelopes clearly marked with relevant category tender number and description should be addressed to:

THE CLERK
MIGORI COUNTY ASSEMBLY
P.O. BOX 985-40400
SUNA-MIGORI

Or be deposited in the tender box situated at The Migori County Assembly, on or before 4th May, 2021 at 10.00am

Tenders will be opened immediately thereafter in the presence of tenderers or their representatives who may wish to attend at the County Assembly Cafeteria. We shall ensure that the representatives who will choose to attend shall be screened and sanitized before accessing the tender opening venue.

Bidders will also be expected to maintain social distance of at least 1.5 meters away during tender opening.

Late bids will not be accepted.

Any inquiry can be channeled through email address: ***odiwuoroluoch54@gmail.com***

SIGNED BY: ODIWUOR HESBORN OLUOCH
AG, SUPPLY CHAIN MANANGEMENT OFFICER 1
FOR: THE CLERK, MIGORI COUNTY ASSEMBLY

SECTION II - INSTRUCTION TO TENDERERS

Table of Clauses

		Page
2.1	Eligible Tenderers…….	5
2.2	Cost of Tendering……..	5
2.3	Contents of Tender document……	6
2.4	Clarification of Tender document……..	6
2.5	Amendments of Tender document……..	7
2.6	Language of Tenders……	7
2.7	Documents Comprising the Tender…….	7
2.8	Tender Form……..	8
2.9	Tender Prices……	8
2.10	Tender Currencies……	8
2.11	Tenderers Eligibility and Qualifications……	8
2.12	Tender Security…….	8
2.13	Validity of Tenders……..	9
2.14	Format and Signing of Tenders……..	10
2.15	Sealing and Marking of Tenders……	10
2.16	Deadline for Submission of Tenders……	11
2.17	Modification and Withdrawal of Tenders……	12
2.18	Opening of Tenders……	12
2.19	Clarification of Tenders……..	13
2.20	Preliminary Examination……..	13
2.21	Conversion to Single Currency……..	14
2.22	Evaluation and Comparison of Tenders…….	14
2.23	Contacting the Procuring Entity…….	15
2.24	Post-Qualification…….	15
2.25	Award Criteria……..	16
2.26	Procuring Entity's Right to Vary Quantities ……	16
2.27	Procuring Entity's Right to Accept or Reject any or all Tenders…….	16
2.28	Notification of Award……..	17
2.29	Signing of Contract……	17
2.30	Performance Security……	17
2.31	Corrupt or Fraudulent Practices…….	18

SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

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

2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

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 services under this Invitation for tenders.

2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

2.2.1 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

2.2.2 The price to be charged for the tender document shall not exceed Kshs .5,000/=

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

(i) Instructions to Tenderers
(ii) General Conditions of Contract
(iii) Special Conditions of Contract
(iv) Schedule of Requirements
(v) Details/Specifications of the motor vehicles
(vi) Form of Tender
(vii) Price Schedules
(viii) Contract Form
(ix) Confidential Business Questionnaire Form
(x) Tender security Form
(xi) Performance security Form

(xii) Declaration Form
(xiii) Request for Review Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification 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 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing and addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. 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.

2.7. Documents Comprising the Tender

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

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below

(b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished in accordance with paragraph 2.12 (if applicable)

(d) Declaration Form.

2.8. Form of Tender

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

2.9. Tender Prices

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

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

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

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

2.12. Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.12.2 The tender security shall not exceed 2 per cent of the tender price.

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form

a) Cash.
b) A bank guarantee.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5

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

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

(a) if a tenderer withdraws its tender during the period of tender validity.
(b) in the case of a successful tenderer, if the tenderer fails:
    (i) to sign the contract in accordance with paragraph 2.29 or
    (ii) to furnish performance security in accordance with paragraph 2.30.

(c) If the tenderer reject correction of an arithmetic error in the tender.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 150 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

2.14.2 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. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 **Submission, Sealing and Marking of Tenders**

2.15.1 The Tenderer shall deliver the Tender in a single, sealed envelope (one (1) envelope process). The Tenderer shall place the following separate, sealed envelopes:

Inner Envelops:

a) In an envelope marked "ORIGINAL", all documents comprising the Tender, as described in ITT; and

b) In an envelope marked "COPIES", all required copies of the Tender; and

c) If alternative Tenders are permitted in accordance with ITT, and if relevant:

i) In an envelope marked "ORIGINAL–ALTERNATIVE TENDER" the alternative Tender; and

ii) in the envelope marked "COPIES – ALTERNATIVE TENDER" all required copies of the alternative Tender

The inner envelopes shall:

a) Bear the name and address of the Tenderer;

b) Be addressed to the Procuring Entity in accordance with ITT;

c) Bear the specific identification of this Tendering process indicated in accordance with ITT; and

d) Bear a warning not to open before the time and date for Tender opening.

The outer envelope (s) in which the inner envelops are enclosed shall:

a) Be addressed to the Procuring Entity in accordance with ITT

b) Bear the specific identification of this Tendering process indicated in accordance with ITT; and

c) Bear a warning not to open before the time and date for Tender opening.

2.15.2 Duly completed tender documents in plain sealed envelopes clearly marked with relevant category tender number and description should be addressed to:

THE CLERK
MIGORI COUNTY ASSEMBLY
P.O. BOX 985-40400
SUNA-MIGORI

2.15.3 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that are misplaced or opened prematurely will not be accepted.

2.16. **Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than Tuesday 4th May, 2021 *at 10.00 a.m.*

2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

2.17. Modification and Withdrawal of Tenders

2.17.1 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 deadline prescribed for submission of tenders.

2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at *10.00 a.m. on 4th May, 2021* and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance

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

2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

2.19.1 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.

2.19.2 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.

2.20 Preliminary Examination and Responsiveness

2.20.1 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.

2.20.2 Regulation 74(2), 2020 Subject to section 79(2)(b) of the act, any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive.

2.20.3 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.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 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 nonconformity.

2.21. Conversion to single currency

2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22. Evaluation and Comparison of Tenders

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

(a) Operational Plan

(i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract.

Tenders 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 Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.23. Contacting the Procuring entity

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

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

2.24 Post-qualification

2.24.1 The Procuring entity will verify and 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.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2 , as well as such other information as the Procuring entity deems necessary and appropriate

2.24.3 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 Tenderers' capabilities to perform satisfactorily.

2.25Award Criteria

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards, the tenderer shall have the following:-

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
(b) Legal capacity to enter into a contract for procurement
(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
(d) Shall not be debarred from participating in public procurement.

2.26. Procuring entity's Right to accept or Reject any or all Tenders

2.26.1 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. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.26.2 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.

2.26.3 A tenderer who gives false information in the tender document about is 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.

2.27 Notification of Award

2.27.1 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.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.28.3 The contract will be definitive upon its signature by the two parties.

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

2.29 Performance Security

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to the Procuring entity.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 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

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

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.

2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the procuring of the procurement, and the tender evaluation criteria that will apply to the tenders.

3. In preparing the Appendix the following aspects should be taken into consideration;

   (a) The information that specifies and complements provisions of Section II to be incorporated.

   (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the specific procurement to be also incorporated.

4. Section II should remain unchanged and can only be amended through the Appendix to instructions to tenders.

5. Any clause to be included in the appendix to instructions to tenderers must be consistent with the applicable public procurement law and regulations.

Appendix to instructions to Tenderers

The following information for the procurement of insurance services shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instruction to tender reference	*Particulars of Appendix to instructions to tenderers*
Tender Currencies	*As per 2.10 above*
Address	*As per 2.15.2 above*
Deadline for Submission of Tenders	*As 2.16.1 above*
Opening of tenders	*As 2.18.1 above*

(Complete as necessary)

SECTION III - GENERAL CONDITIONS OF CONTRACT

Table of Clauses

		Page
3.1	Definitions……	22
3.2	Application……	23
3.3	Standards……..	23
3.4	Use of Contract Documents and Information……..	23
3.5	Patent Rights…….	23
3.6	Performance Security……	24
3.7	Delivery of Services and Documents…….	24
3.8	Payment…….	24
3.9	Prices…….	25
3.10	Assignment…….	25
3.11	Termination for Default…….	25
3.12	Termination for Insolvency……..	26
3.13	Termination for Convenience……	26
3.14	Resolution of Disputes……..	26
3.15	Governing Language……..	27
3.16	Applicable law……..	27
3.17	Force Majeure……..	27
3.18	Notices……	27

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 Services" means services to be provided by the tenderer including any documents, which the tenderer is required to provide to the Procuring entity under the Contract.

(d) "The Procuring entity" means the organization procuring the services under this Contract

(e) "The Contractor" means the organization or firm providing the services under this Contract.

(f) "GCC" means the General Conditions of Contract contained in this section.

(g) "SCC" means the Special Conditions of Contract

(h) "Day" means calendar day

3.2. Application

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

3.3. Standards

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

3.4. Use of Contract Documents and Information

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

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

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

3.5. Patent Rights

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

3.6 Performance Security

3.6.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC

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

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

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

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

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

3.8. Payment

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

3.82. Payment shall be made promptly by the Procuring entity, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor

3.9. Prices

3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.10. Assignment

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

3.11. Termination for Default

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

(a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

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

(c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 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,

services similar to those un-delivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

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

3.13. Termination for Convenience

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

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

3.14 Resolution of Disputes

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

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

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

3.16. Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

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

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

SECTION IV -SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract

2. The Provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the insurance cover required. In preparing Section IV, the following aspects should be taken into consideration.

   (a) Information that complement provisions of Section III must be incorporated; and

   (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the specific insurance cover required must also be incorporated.

3. Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract, the provisions of the special conditions of contract shall prevail over the provisions of the general conditions of contract.

4. Any clause to be included in this section must be consistent with the applicable public procurement law and regulations.

REPUBLIC OF KENYA

MIGORI COUNTY GOVERNMENT

PROPOSED FENCING AND ERECTION OF

2N0. 2-DOOR VIP LATRINE

GOD-JOPE M.C.A OFFICE

BILLS OF QUANTITIES.

COUNTY ARCHITECT
PUBLIC WORKS DEPARTMENT
P.O BOX 164 -40400
SUNA – MIGORI

COUNTY QUANTITY SURVEYOR
PUBLIC WORKS DEPARTMENT
P.O BOX 164 -40400
SUNA –MIGORI

APRIL, 2021

FENCING

Itm	Description	Quantity	Unit	Rate	She.

	FENCING				
A	Clear site of all bushes, trees and grub up roots.	180	LM		
B	Excavate in pits 300mm diameter 500mm deep and cart away.	90	N0		
C	Ditto for corner supports.	10	N0		
D	Mass concrete mix 1:3:6 in pits.	90	N0		
E	Ditto in corner supports	10	N0		
F	2000mm long cedar posts cast into concrete.	90	N0		
	Carried to collection on page……			Sh.	

Item	Description	Quantity	Unit	Rate	Shs.
	FENCING CONTD`				
A	1800mm long corner supports.	10	N0		
B	1800mm high chain link fencing reinforced with six (6) lines of barbed wire and cranked at the top and cast into mass concrete at the bottom.	180	LM		
	GATE				
C	Purpose made steel double gate in three coats gloss oil paint and fabricated on 50x50mm RHS framing and infills at 100mm center and 75mm diameter side posts and cast into concrete overall size 5000x2000mm high with spiked top.	1	N0		
	GATE HOUSE Construct a temporary gate house average size 3000x3000mm within plain sheets on roof and with two window and one timber frame structure on concrete frame				
				Sh.	

	Carried to collection on page……				

Item	Description	Quantity	Unit	Rate	Shs.
	<u>FENCING</u>				
	<u>COLLECTION</u>				
	Brought forward rom page F 1				
	Brought forward from page F 2				
	TOTAL FENCING Carried to collection on page………			Sh.	

2NO 2–DOOR VIP LATRINE

Page.....L1 MOW 122

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	SHS.
	2NO. 2 DOOR V.I.P. TOILET COMPLETE WITH URINAL				
A	Excavate in pit not exceeding 1.5m deep from ground level and deposit where directed.	3	CM		
B	Ditto 1.5-3.0mm ditto.	3	CM		
C	Ditto 3.0-4.5mm ditto.	3	CM		
D	Ditto 4.5-6.0mm ditto	3	CM		
E	Extra over excavation for excavating in rock.	12	CM		
F	Excavate foundation trench averagely 500mm wide and 500mm deep.	5	CM		
	Carried to collection on page……..			Sh.	

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	SHS.
	VIP CONTD' CONCRETE WORKS				
A	Mass concrete mix 1:3:6 in foundations *Reinforced concrete mix 1:2:4 as described in*:	2	CM		
B	150mm thick floor slab.	10	SM		
C	Form or leave hole in slab 100x200mm.	2	N0.		
D	Ditto but 100mm diameter.	1	N0.		
E	100mm diameter 3000mm long vent P.V.C. vent pipe complete with vent cowl.	1	N0		
	Carried to collection on page……			Sh.	

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	SHS.
	V.I.P CONTD'				
	Sawn formwork as described to:				
A	Soffites of slab.	3	SM		
B	Sides of slab.	12	LM		
C	10mm diameter bars in slab.	69	KG		
D	Gauge 8 weld mesh in slab.	12	SM		
	WALLING				
E	150mm thick brick walling in foundations.	12	SM		
F	Ditto in supper structure reinforced with 1mm after every 400mm.	24	SM		
G	Ditto screen wall	11	SM		
	Carried to collection on page……			Sh.	

Page…..L4 MOW 122

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	SHS.
	V.I.P CONTD'				
A	12mm thick cement sand render to walls.	24	SM		
B	Ditto plaster internally.	36	SM		
	Roofing				
C	75x50mm timber 150x25mm rafters	16	LM		
D	150x25mm fascia board	12	LM		
E	28gauge factory painted corrugated galvanized iron sheets.	15	SM		
	Doors				
F	45mm thick framed ledged and braced mather board door size 850x2100mm high.	2	N0		
	Carried to collection on page……			Sh.	

Page…..L5 MOW 122

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	SHS.
	V.I.P CONTD'				
A	45x95mm hardwood door frame once rebated.	10	LM		
	IRON MONGERY				
B	150mm long pad bolt	2	N0.		
C	100mm pressed steel butt hinges	3	PRS		
D	150mm long barrel bolt	2	N0.		
	FLOOR FINISH.				
E	25mm cement sand screed to floors.	12	SM		
	Carried to collection on page…….			Sh.	

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	SHS.
	V.I.P CONTD'				
	PAINTING.				
	Prepare and apply three coats of Emulsion paint to:-				
A	Walls internally	24	SM		
	Prepare and apply one undercoat and two coats gloss oil paint to:-				
B	Plastered walls.	36	SM		
	Prime only back of frames				
C	Surfaces 75-150mm girth	10	LM		
				Sh.	
	Carried to collection on page……				

ITEM	DESCRIPTION	QUANTITY	UNIT	RATE	SHS.
	V.I.P CONTD' *Knot prime stop and two coats gloss oil paint:-*				
A	Doors overally	8	SM		
B	Surfaces 150-225mm girth	22	LM		
C	Allow for builder's works	Item			
	To Collection				
	COLLECTION Brought forward from page ..L1.				
	Brought forward from page ..L2.				
	Brought forward from page ..L3.				
	Brought forward from page ..L4.				
	Brought forward from page ..L5				
	Brought forward from page ..L6				
	Brought forward from page ..above.				
	TOTAL FOR 1NO.				
	.			**X 2**	
	TOTAL FOR 2NO TOILET BLOCKS			**KSH.**	

ITEM	DESCRIPTION.	KSHS.	CTS.
	PRIME COST (PC) AND PROVISIONAL SUMS.		
A	Allow a provisional sum of Kenya shillings **one hundred thousand** (Kshs. 100,000) only for **Contingencies.**	100,000	
B	Allow a provisional sum of Kenya shillings **fifty thousand** (Kshs. 50,000) only for **project management**	50,000	
	TOTAL		

GENERAL GRAND SUMMARY PAGE 1

ITEM	DESCRIPTI.ON	PAGE	CONTRACTOR SUM KSHS.	CTS
1	TOTAL FENCING	F3		
2	2NO. 2-DOOR VIP LATRINE	L 7		
3	PC. AND PROVISIONAL SUMS.	PC 1		
	SUB TOTAL			
	ADD 16% VAT			
	GRAND TOTAL			

AMOUNT IN WORDS, _____

_____

_____

MAIN CONTRACTOR _____

ADDRESS_____

SIGNATURE_____

DATE_____

GS 1

SECTION VI - SCHEDULE OF REQUIREMENTS

APPENDIX TO CONDITIONS OF CONTRACT

Appendix to Instructions to Tenderers

- Where there is a conflict between the provisions of the instructions to candidates and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to the candidates.
- General and Special Conditions of Contract shall be considered.

A: Preliminary Evaluation

1	The Employer is	*County Assembly of Migori* *Address: P.O. Box 985 – 40400, Suna*
2	Employer's Representative	*County Assembly Clerk* *Address: P.O. Box 985– 40400, Suna*
3	Tender Price	*i. Candidates shall quote prices in accordance with the schedule of prices provided in this tender document and shall be expressed in Kenya Shillings.* *ii. Prices quoted should be net inclusive of all taxes and must be expressed in Kenya shillings and shall remain valid for **a period of 90 days** from the closing date of the tender*
4	Evaluation Criteria	*Preliminary Evaluation* *Shall consist and not limited to all Mandatory Requirements* *i. Valid Tax Compliance Certificate* *ii. Certificate of Registration* *iii. PIN Certificate* *iv. Valid Single Business permit* *v. Tender Completeness* *vi. All pages for the bid submitted serialized* *vii. Certified copy of CR12 form* *viii. Business Questionnaire Filled and stamped* *Detailed Evaluation (Only Firms attaining minimum Score of 70% shall proceed to Financial Evaluation)* *Financial Evaluation (Maximum Score – 30%)* *Award will be based on least cost principle, where the lowest bidder after technical evaluation will be awarded .*

NB: Firms which fails to submit mandatory requirements as stated above shall not move to Technical stage

B: Technical Evaluation

No.	Evaluation Criteria	Evaluation attribute	Weighting score	Maximum score	
1.	Financial Capacity	Bank Statement for six(6)months period to date (10 marks)	-Bank balance of 1 Million above = 10 marks. Other prorated at: Amount of bank balance x Marks/1 Million	10 Marks	
2	Experience of the firm	No. of years in the industry (certificate of incorporation)	-2 years and above =10 mks other prorated at: No. of years x 5marks / years.	10 Marks	
3	Technical Capacity	Evidence of previous works with similar magnitude(At least 3 projects) Provide a valid list of the projects	-3 projects and above =30 mks other prorated at: No. of projects x 10 marks /3 projects.	30 Marks	
	Total Marks			**50**	

NOTE:

Technical Evaluation (Only Firms attaining minimum Score of 70% shall proceed to Financial Evaluation)

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. *Form of Tender*: The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

2. *Confidential Business Questionnaire Form*: This form must be completed by the tenderer and submitted with the tender documents.

3. *Tender Securing Declaration Form:* Is MANDATORY for this particular tender where tenderers have not been asked to provide tender security.

4. *Contract Form*: The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

5. *Manufacturers Authorization Form*: When required this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

6.0 Special Conditions of Contract as relates to the General Conditions of Contract

Reference of general conditions of contract	Special condition of contract
3.6 Performance security from the underwriter.	
3.7 Delivery of Services	
3.8 Payment	
3.16 Applicable law	Shall be the laws of Kenya
3.18 Notices	The Clerk, Migori County Assembly P.O. Box 985-40400 MIGORI

7. Delivery Period

The contract period is one year from commencement date. However, renewal for one-year subject to appraised performance of the service provider

The procuring entity however reserves the right to terminate the contract at any stage on the basis of provider's poor performance and failure to rectify the said poor performance in the timelines set out in the contract.

SECTION VII - STANDARD FORMS

Notes on the standard Forms

1. Form of TENDER - The form of Tender must be completed by the tenderer with the tender and submitted It must also be duly signed by duly documents. tenderer. authorized representatives of the

2. Price Schedule Form - The price schedule form must similarly be completed and

submitted with the tender.

3. Contract Form - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.

4. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.

5. Tender Security Form - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the MCA.

6. Authorization Form – The firm's authorization form shall be completed and signed by the recommended Hotel/Caterer if not self and submitted with the tender

7. Declaration Form – Must be completed by the tenderer and submitted with the tender documents

8. Performance security Form - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the MCA.

Form of Tender

To: Date: _____

The Clerk,

Migori County Assembly,
P.O. Box 985-40400

MIGORI.

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) …….. the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document for the sum of ……
……[Total Tender amount in words and figures Inclusive of VAT]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 do fencing and erection of 2 N0. 2-Door Vip Latrine God-Jope Ward Office with the conditions of the tender.

3. We agree to abide by this Tender for a period of 150 [number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2021

_____ _____

[Signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of _____

Signature of tenderer _____

Official Rubber Stamp _____

.

Contract Form

THIS AGREEMENT made the day of 20 -- between ---------- [name of Procurement entity] of -------- [country of Procurement entity] (hereinafter called "the MCA") of the one part and ---------- [name of tenderer] ---------- [city and country of tenderer] of - (hereinafter called "the tenderer") of the other part:

WHEREAS the MCA invited tenders for Fencing and Erection of 2 N0. 2 Door Vip Latrine God-Jope MCA s Office and has accepted a tender by the tenderer for the services in the sum of

_____

_____ [contract price in

words in figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

(a) the Tender Form and the Price Schedule submitted by the tenderer;
(b) the Schedule of Requirements

(c) the Details of cover
(d) the General Conditions of Contract
(e) the Special Conditions of Contract; and
(f) the MCA's Notification of Award

3. In consideration of the payments to be made by the MCA to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the MCA to provide the Security Services and to remedy defects therein in conformity in all respects with

the provisions of the Contract.

4. The MCA hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

You are advised that it is a serious offence to give false information on this Form. Part 1General:

Business Name …… Location Of business premises …… …… Plot No. & Name of Premise …… Street/Road …… ….

Postal Address …….. Tel. No. …….. Fax ……

Email …….....

Nature of business …….

Registration Certificate No. ……..

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

Name of your bankers…….Branch ……

Part 2(a) – Sole Proprietor:

Your name in full ……Age …….

Nationality …….. Country of origin ……

Citizenship
details…….

Party 2(b) – Partnership

Give details of partners as follows

Name Nationality Citizenship Details Shares

1.……
……

2.……
……

3.……
……

4.
……
…...

5.……
……

Part 2(c) – Registered Company:

Private or public
……

State the nominal and issued capital of the company –

Nominal Kshs.. ……

Issued Kshs…….

Give details of all directors as follows

Name Nationality Citizenship Details Shares

1.……
……

2.……

……

3.……
……

4.……
……

5.……
……

Date…… Signature of Tenderer
……..

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

Part 2 (d) – Interest in the Firm:

Is there any person/persons in Migori County Assembly in general who has interest in this firm? Yes/No (Delete as necessary).

I certify that the above information is correct.

…… …….. ……

(Title) *(Signature)* *(Date)*

*Attach proof of citizenship

TENDER SECURITY FORM

Whereas [ ] (hereinafter called < > has submitted its bid dated [ ] for the FENCING AND ERECTION OF 2N0. 2- DOOR VIP LATRINE GOD-JOPE MCA OFFICE (hereinafter called < ?

KNOW ALL PEOPLE by these presents that WE [ ] of [ ], having our registered office at [name of building/premises] (hereinafter called < > in the sum of [ ] for which payment well and truly to be made to the said MCA, 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 MCA on the Form; or

2. If the tender, having been notified of the acceptance of its tender by the MCA during the period of tender validity

   Fails or refuses to execute the Contract Form, if required; or fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to the MCA up to the above amount upon receipt of its first written demand, without the MCA having to substantiate its demand, provided that in its demand the MCA 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]

PERFORMANCE SECURITY FORM

To: …….

[Name of MCA]

WHEREAS ……. [*name of tenderer*]

(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. [*reference number of the contract*] dated _____ 20_____ to

supply …….

[*Description of insurance services*] (Hereinafter called "the Contract")

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

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

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 or financial institution]

_____

[Address]

[Date]

LETTER OF NOTIFICATION OF AWARD

Address of MCA

_____
_____

To:_____
_____
_____
_____

RE: Tender No._____

Tender Name_____

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

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

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

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

   *(FULL PARTICULARS)*_____
   _____

SIGNED FOR ACCOUNTING OFFICER

FORMAT OF CURRICULUM VITAE (CV) FOR PROFESSIONAL STAFF

Proposed Position:
_____

Name of Firm:
_____
Name of Staff:
_____
Profession:
_____

Date of Birth:
_____
Years with Firm:_____ Nationality:
_____

Membership in Professional Societies:
_____

Detailed Tasks, which will be assigned;
i)……
……

ii)……

Relevant Tasks previously assigned (Please provide dates & locations)
i)……
……

ii)……
……

iii)……
……

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant

previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date: _____

[Signature of staff member]

_____Date: _____

[*Signature of authorized representative of the firm*]

Full name of staff member:

_____

Full name of authorized representative:

_____

FORMAT FOR PRESENTATION OF RELEVANT EXPERIENCE

Relevant five assignments carried out in the Last Three Years

That best illustrates your experience (At least 3 Corporate Clients).

Using the format below, provide information on five of each reference assignment for which your firm either individually as a corporate entity or in association, was legally contracted.

Assignment Name:		Country	
Location within Country:		Professional Staff provided by Your Firm/Entity(profiles):	
Name of Client:			
Address:		Duration of Policy with Client	
Start Date (Month/Year):	Completion Date (Month/Year):	Date:	Total quote (in Kshs)
Name of Senior Staff (Project	Director/Coordinator,	Team Leader) Involved and	Functions Performed:

Narrative Description of Service:

Full Description of Actual Services Provided by Your Staff:

Firm's Name: _____

Name and title of signatory;_____

DECLARATION FORM

STATEMENT OF VERIFICATION THAT THE TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT 2005.

I, …….of P. O. Box ……. being a resident of …….. in the Republic of Kenya do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ……... ……..

(Name of the Company) who is a Bidder in respect of Tender No. …….. To supply goods, render services and/or carry out works for Migori County Assembly and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder has not been debarred from participating in procurement proceeding under Part IX.

3. THAT the aforesaid Bidder will not engage in any corrupt practice and has not been requested to pay any inducement to any member of the Commissioners, Management, Staff and/or employees and/or agents of Migori County Assembly, which is the procuring entity.

4. THAT the aforesaid Bidder, its servants and/or agents have not offered any inducement to any member of the Commissioners, Management, Staff and/or employees and/or agents of Migori County Assembly

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

……. …… ……

(Title) (Signature) (Date)