

NAIROBI CITY COUNTY ASSEMBLY SERVICE BOARD



TENDER DOCUMENT FOR SUPPLY AND DELIVERY MOTOR VEHICLE TYRES AND BATTERIES (FRAMEWORK CONTRACT FOR TWO YEARS)

TENDER NO . NCCASB/OT/17/12/2019-2020

CLOSING DATE:
10TH JANUARY 2020, 12:00NOON

CLERK'S CHAMBERS

Telegraphic Address

Telephone 020 2216151

Email: clerk@nairobiassembly.go.ke

Web: www.nairobiassembly.go.ke

County Assembly

City Hall Buildings

P O Box 45844-00100

Nairobi, Kenya

NAIROBI CITY COUNTY ASSEMBLY



P. O. BOX 45844 – 00100, NAIROBI – KENYA

Telephone 020 2216151

Web: www.nrbcountyassembly.go.ke

TENDER NOTICE

The Nairobi City County Assembly Service Board invites eligible competent bidders for the following tenders:-

TENDER NO.	TENDER ITEM DESCRIPTION
NCCASB/OT/17/12/2019-2020	Supply and Delivery of Motor Vehicle Tyres and Batteries (Framework Contract for Two Years)

Tender documents with detailed specifications of the required goods and services may be obtained from the **Procurement Office, City Hall Building, Second Floor, Room 277** upon payment of a **non-refundable fee of Kshs. 1,000** paid to Nairobi City County Assembly's Account at the **Co-operative Bank of Kenya, City Hall Branch, Account Number 01141232417500**;

or downloaded free of charge from the County Assembly website: www.nairobiassembly.go.ke or Public Procurement Information Portal: www.tenders.go.ke

Completed tender documents must be submitted in enclosed plain sealed envelopes, clearly marked with the **Tender Number** and written, **"Tender for Supply/Provision" – "Category Reference/Description"** and be deposited in the tender box situated at **Nairobi City County Assembly Service Board, located at Wabera street, City Hall – Assembly Wing, 2nd Floor, Room 277**, so as to be received on or before **10th January 2020, 12.00noon.**

Opening of tenders documents will take place immediately thereafter at the **Assembly Foyer, City Hall Building – Assembly Wing at 12.00noon** in the presence of the candidates' representatives who choose to be present.

Tenders should be addressed to:-

THE CLERK
NAIROBI CITY COUNTY ASSEMBLY
P. O. BOX 45844 – 00100,
NAIROBI - KENYA

SECTION I - INVITATION TO TENDER

DATE: 27th December 2019

TENDER REF NO. NCCASB/OT/17/12/2019-2020
TENDER NAME SUPPLY AND DELIVERY OF MOTOR VEHICLE TYRES AND BATTERIES
FOR NAIROBI CITY COUNTY ASSEMBLY (FRAMEWORK CONTRACT
FOR TWO YEARS)

The Nairobi City County Assembly (NCCA) invites sealed tenders from eligible candidates for the **Supply and Delivery of Motor vehicle Tyres and Batteries** in line with Public procurement with Framework Contracting for a period of 2 years with an option of renewal for a further twelve (12) months subject to satisfactory performance.

Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement Office, 2nd Floor, City Hall Building room 277 Nairobi City County Assembly (NCCA).

Prices quoted should be net inclusive of all taxes and delivery costs, must be in Kenya shillings and shall remain valid for twelve (12) months from the date contract is signed

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the **tender box** provided at The Nairobi City County Assembly or be addressed to:

The Clerk
Nairobi City Count Assembly
P.O. Box 45844 - 00100, Nairobi, Kenya.
City Hall Building
Tel. +254 700 330 486

so as to be received on or before **10th January 2020, at 12.00noon.**

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the foyer, 2nd Floor, Nairobi City County Assembly, City Hall Building.

Canvassing for the tender by the tenderer or by proxy shall lead to automatic disqualification of their tender.

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the goods for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The Nairobi City County Assembly employees, members of county assembly, board members and their relatives (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 Nairobi City County Assembly to provide consulting goods 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 involved in 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 Nairobi City County Assembly, 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 be Kshs.1,000/= only for bidders obtaining hard copies at the procurement Department. Bidders may also access and download for free the tender documents from the Assembly's website www.nairobiassembly.go.ke/tenders or Public Procurement Information Portal: www.tenders.go.ke
- 2.2.3. The Nairobi City County Assembly shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders
 - i) Invitation to tender
 - ii) Instructions to tenderers
 - iii) General Conditions of Contract
 - iv) Special Conditions of Contract
 - v) Schedule of Requirements
 - vi) Technical specifications
 - vii) Form of tender
 - viii) Price schedules
 - ix) Contract form
 - x) Performance security form
 - xi) Bank guarantee for advance payment form
 - xii) Manufacturer's authorization form
 - xiii) Confidential business questionnaire form

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

2.4 Clarification of Documents.

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Nairobi City County Assembly in writing or by post Nairobi City County Assembly's address indicated in the Invitation for tenders. The Nairobi City County Assembly will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Nairobi City County Assembly. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents.
- 2.4.2. The Nairobi City County Assembly 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.

2.5 Amendment of documents.

- 2.5.1. At any time prior to the deadline for submission of tenders, the Nairobi City County Assembly, 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 an 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 Nairobi City County Assembly, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

- 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 Nairobi City County Assembly, 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

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 Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
- c. Tender security furnished is in accordance with Clause 2.12.
- d. Confidential business questionnaire

2.8 Form of Tender

- 2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be performed.

2.9 Tender Price

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the goods it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the goods 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 2.22.
- 2.9.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

2.10 Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Nairobi City County Assembly's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.
- 2.11.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which a certificate of origin issued at the time of shipment shall confirm.
- 2.11.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data and shall consist of:
- (a) A detailed description of the essential technical and performance characteristic of the goods;
 - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing function of the goods for a period of two (2) years, following commencement of the use of the goods by Nairobi City County Assembly and

- (c) a clause-by-clause commentary on Nairobi City County Assembly's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

For purposes of the documentary evidence to be furnished pursuant to paragraph 2.11.3(c) above, the tenderer shall note that standards for workmanship, material, and goods, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to tenderers.
- 2.12.2 Tender security shall be in the amount of up to 2 per cent of the tender price
- 2.12.3 The tender security is required to protect the Nairobi City County Assembly against the risk of Tenderers conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee. (*Valid for thirty (30) days beyond the validity of tender.*)
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Nairobi City County Assembly as non-responsive, pursuant to paragraph 2.20
- 2.12.6 Unsuccessful tenderers security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Nairobi City County Assembly.
- 2.12.7 The successful tenderers tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.
- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring Entity on the Tender Form; or
 - (b) In the case of a successful tenderer, if the tenderer fails:
 - To sign the contract in accordance with paragraph 2.26.
 - To furnish performance security in accordance with paragraph 2.27.
 - (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by the Nairobi City County Assembly, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Nairobi City County Assembly as nonresponsive.

- 2.13.2 In exceptional circumstances, the Nairobi City County Assembly 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 may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 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.
- 2.14.2 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 unamended 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 Sealing and Marking of Tenders

- 2.15.1 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. The inner and outer envelopes shall:
- (a) be addressed to the NCCA 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 BEFORE," 10th January 2020, at 12.00noon.**
- 2.15.2 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".
- 2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, the Nairobi City County Assembly will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders.

- 2.16.1 Tenders must be received by the Nairobi City County Assembly at the address specified in the Appendix to instructions to tenderers no later than **10th January 2020, at 12.00noon**
- 2.16.2 The Nairobi City County Assembly may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of the Nairobi City County Assembly 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 in the tender box shall be received by the Nairobi City County Assembly 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 tender's is received by the Nairobi City County Assembly prior to the deadline prescribed for the 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 cable, but followed by a signed confirmation copy, post marked 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 specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.8.
- 2.17.5 The Nairobi City County Assembly may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The Nairobi City County Assembly 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.

2.18 Opening of Tenders

- 2.18.1 The Nairobi City County Assembly will open all tenders in the presence of tenderers' representatives who choose to attend, **10th January 2020, at 12.00noon at the Assembly Foyer, City Hall Building** 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 Nairobi City County Assembly, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Nairobi City County Assembly will prepare tender opening minutes.

2.19 Clarification of tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Nairobi City County Assembly 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 shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Nairobi City County Assembly in the Nairobi City County Assembly 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 Nairobi City County Assembly will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have

been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Nairobi City County Assembly may waive any minor informality or nonconformity 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 2.22, the Nairobi City County Assembly 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 Nairobi City County Assembly 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 Nairobi City County Assembly and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.21 Conversion to a single currency.

- 2.21.1 Where other currencies are used, the Nairobi City County Assembly 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 Nairobi City County Assembly shall evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.23. Contacting the Nairobi City County Assembly.

- 2.23.1 Subject to paragraph 2.19, no tenderer shall contact the Nairobi City County Assembly 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 Nairobi City County Assembly in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

- 2.24.1 In the absence of pre-qualification, the Nairobi City County Assembly 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.

- 2.24.2 The determination will take into account the tenderer's 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 2.1.2, as well as such other information as the Nairobi City County Assembly 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 Nairobi City County Assembly will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.24.4 Nairobi City County Assembly 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.
- 2.24.5 The Nairobi City County Assembly 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 Nairobi City County Assembly action. If the Nairobi City County Assembly determines that none of the tenderers is responsive; the Nairobi City County Assembly shall notify each tenderer who submitted a tender.
- 2.24.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

- 2.25.1 Prior to the expiration of the period of tender validity, the Nairobi City County Assembly will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the Nairobi City County Assembly pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, the Nairobi City County Assembly will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Procuring entity's right to accept or reject any or all tenders

The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers for 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.

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.

A tenderer who gives false information in the 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 the future public procurement.

2.27 Signing of Contract

- 2.27.1 At the same time as the Nairobi City County Assembly notifies the successful tenderer that its tender has been accepted, the Nairobi City County Assembly will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.27.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Nairobi City County Assembly.
- 2.27.3 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.

2.28 Performance Security

- 2.28.1 Within thirty (30) days of the receipt of notification of award from the Nairobi City County Assembly, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Nairobi City County Assembly.
- 2.28.2 Failure of 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 Nairobi City County Assembly may make the award to the next lowest evaluated or call for new tenders.

2.29 Corrupt or Fraudulent Practices

- 2.29.1 The Nairobi City County Assembly 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.
- 2.29.2 The Nairobi City County Assembly 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;
- 2.29.3 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 THE TENDERERS

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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
Eligible tenderer 2.11	Dealers/Suppliers of Tyres, Tubes and Batteries
Cost of tender 2.2.2	Tender document price shall be Kshs. 1,000 paid to Nairobi City County Service Board's Account at the Co-operative Bank of Kenya, City Hall Branch, Account Number 01141232417500 ; OR <u>downloaded</u> free of charge from the County Assembly website: www.nairobiassembly.go.ke/tenders or Public Procurement Information Portal: www.tenders.go.ke
Tender currencies 2.10	Prices shall be quoted in Kenya Shillings.
Tender eligibilities and qualifications 2.11	For the purposes of establishing eligibility, the tenderer shall furnish: i) Certificate of incorporation, ii) Valid Certificate of Tax Compliance, iii) Valid Business Permit, Particulars of eligibility and qualifications documents of evidence required. Please see Mandatory requirements below.
Tender Security 2.12	Not Applicable
Validity of Tenders 2.13	Tenders shall remain valid for 120 days
Sealing and Marking of Tenders: 2.15.2(b)	10 th January 2020, 12:00noon
2.16.1	10 th January 2020, 12:00noon
2.18.1	10 th January 2020, 12:00noon Location: Nairobi City County Assembly Service Board, located at Wabera street, City Hall – Assembly Wing, at the Assembly Foyer, City Hall Building – Assembly Wing at 12.00noon
Preliminary Examination 2.20	There shall be no correction of arithmetical errors
Conversion to single currency 2.23	All prices to be in Kenya shillings.
Award Criteria 2.24	Lowest evaluated bidder
Performance Security 2.28	Not applicable

EVALUATION CRITERIA

STAGE 1: PRELIMINARY REQUIREMENT - MANDATORY REQUIREMENTS (MR)

The following requirements must be met by the tenderer. Copies of evidence must be attached

S/N	REQUIREMENTS
MR1	Copy of current Single Business License.
MR2	Certificate of KRA Tax Compliance.
MR3	Certificate of registration / Incorporation
MR4	Duly completed and signed Business Questionnaire
MR6	Dully filled and signed price schedule
MR7	Evidence of physical registered office (Copy of title or lease documents with latest utility payment receipts or evidence)
MR8	Dully filled, stamped and signed form of tender

At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

STAGE 2: TECHNICAL EVALUATION

b) Technical Scores (TS)

This section (Technical Evaluation) will be marked out of 100 and will determine the technical score (TS)

No.	Evaluation Attribute	Max. Score
1	Supply and fitting of genuine and original Quality tyres, tubes and batteries (Attach product specification catalogue / Brochure).	20
2	Financial Capability (Attach Firm's audited accounts for the last three years i.e. 2016, 2017, 2018) Audited Accounts Three years - 15 Marks Two years - 10 Marks One year - 5 Marks None - 0 Marks	15
3	State Credit period (minimum proposed is 30 days) from the date of invoicing within which payment shall be made i. 30 Days and below - 5 Marks ii. 31 Days and above - 10 Marks	10
4	Relevant Past Experience. At least five (5) current corporate clients (Attach documentary evidence e.g. LPOs, Recommendation letters,	10

	Certificate of service etc. i. Each evidence attached – 2 Mark	
5	Delivery period upon receipt of LPO. 3 days and below – 15marks 4 days – 12 Marks 5 days – 9 Marks 6 days – 6 Marks 7 days – 3 Marks Over 7days – 0 Marks	15
6	Provision of other ancillary services at no extra cost e.g. Wheel alignment & Balancing (These services should be explicitly stated in the tender) (Confirmation of this provision will achieve full marks)	10
7	Warranty on manufacturers defects (State mileage) (Confirmation of this provision will achieve full marks)	10
8	Duly signed Manufacturer’s Authorization (in the Format provided in) or Dealership License	10
	TOTAL MARKS	100
	PASS MARK (75 %)	75

NOTE: Only bidders who score 75% and above will be subjected to financial evaluation. Those who score below 75% will be eliminated at this stage from the entire evaluation process and will not be considered further.

STAGE 3: FINANCIAL EVALUATION

The bidders shall be subjected to price comparison at the financial stage.

The tender shall be awarded to the lowest evaluated bidder.

NOTE: The Nairobi City County Assembly Service Board will conduct a due diligence on the clients that will have been responsive to determine the tenderers capability/capacity to provide the required services.

SECTION III - GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the 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 contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means 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 contract.

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.4 Patent Right's

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

3.5 Performance Security

- 3.5.1 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 Special Conditions of Contract.

- 3.5.2 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.
- 3.5.3 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.
- 3.5.4 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 tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

- 3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

- 3.7.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.8 Prices

- 3.8.1 Prices charged 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 by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 Assignment

- 3.9.1 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.

3.10 Termination for Default

- 3.10.1 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 provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.11 Termination of insolvency

- 3.11.1 The procuring entity may at the anytime 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 produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.12 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 entity 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 on agreed amount for partially completed services.

3.13 Resolution of disputes

- 3.13.1 The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

- 3.13.2 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.

3.14 Governing Language

3.14.1 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.

3.15 Force Majeure

3.15.1 The contractor 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.

3.16 Applicable Law.

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

3.17 Notices

3.17.1 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 E-mail and confirmed in writing to the other party's address specified in the SCC

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
Inspections and Tests 3.6	(i) Delivery shall be Nairobi City County Assembly office as specified as and when required for a period of two years. (ii) Order will be placed with the supplier by way of an official Local Purchase Order(LPO) (iii) Orders shall be executed by the supplier as specified on the LPO. (iv) Invoice must be received from supplier immediately on delivery of goods.
Payment 3.7	Credit period shall be from 30 days from the receipt of invoice
Prices 3.8	There shall be no price adjustments
Resolution of disputes 3.13	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
Applicable Law 3.16	Specify applicable law. Laws of Kenya
Notices 3.17	Indicate addresses. Client: The Nairobi City County Assembly (NCCA) P. O. Box 45844 - 00100 Nairobi
Other's as necessary	Complete as necessary

SECTION V-TECHNICAL SPECIFICATIONS

CATEGORY A - MOTOR VEHICLE TYRES

S/No	Tyres/Tube size (Tubeless)	Qty	Make	Unit Price	Remarks
1.	P265/60/R18	1			
2.	205/55/R16	1			
3.	225/55/R16	1			
4.	235/70/R16	1			
5.	205/65/R17	1			
6.	9.5R17.5/129/127M	1			
7.	31X10.50/R15LT	1			
8.	195/R14C	1			
9.	265/65/R17	1			
10.	195/65/R15	1			

NOTE:

QUANTITIES WILL BE DEFINED AT THE POINT OF PURCHASE

CATEGORY B - MOTOR VEHICLE BATTERIES

S/No	Size	Qty	Type of Battery	Unit Price	Warranty period
1.	DIN 88	1			
2.	N 70	1			
3.	DIN 100	1			
4.	N 40	1			

NOTE:

QUANTITIES WILL BE DEFINED AT THE POINT OF PURCHASE

Signature and stamp of the tenderer_____

Note:

- i) In case of discrepancy between unit price and total price, the unit price shall prevail
- ii) Only genuine and original Tyres, Tubes and Batteries will be accepted by Nairobi City County Assembly.

SECTION VII - STANDARD FORMS

Notes on the standard 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. **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. **Format of Tender Security Instrument**-When required by the tender document the tenderer shall provide the tender security in the form included hereinafter.
6. **Performance security Form**-The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderers will be required to provide performance security in the form provided herein or in another form acceptable to the Nairobi City County Assembly.
7. **List of Clients**-The form is to be filled in the format provided
8. **Manufacturers Authorization Form** -When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

4.1 FORM OF TENDER

Date _____

Tender _____

To: **The CLERK**
Nairobi City County Assembly
(NCCA) P. O. Box 45844-00100
NAIROBI

Sir/Madam:

1. Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply and Delivery of Motor vehicle tyres and Batteries** in conformity with the said Tender documents for the sum of _____ *[total Tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.
3. We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We are not participating, as Tenderers, in more than one Tender in this Tendering process.
5. Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.
6. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
7. We understand that you are not bound to accept the lowest or any tender you may receive.
8. We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this _____ day of _____ 20_____

[Signature]

Duly authorized to sign Tender for and on behalf of

[In the capacity of]

4.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever 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 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
	Part 2 (b) - Partnership Given details of partners as follows Name Nationality Citizenship details Shares 1. 2.
	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 Name Nationality Citizenship details Shares 1.
	Date Seal / Signature of Candidate

4.3 TENDER SECURITY FORM.

Whereas [Name of the tenderer]

(Hereinafter called "the tenderer") has submitted its tender dated [Date of submission of tender] for the [Name and/or description of the tender]

(Hereinafter called "the Tender") KNOW ALL PEOPLE by these presents that WE of [Name of Insurance Company/Bank] having our registered office at (Hereinafter called "the Guarantor"), are bound unto [Procuring Entity] (Hereinafter called "Procuring Entity") in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Nairobi City County Assembly, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this _____ day of _____ 20 ____.

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

4.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20____ between.....[Name of Procuring 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 for the supply of those goods in the sum of.....[brief description of Motor vehicle tyres and batteries] and has accepted a tender by the tenderer for the Supply of motor vehicle tyres and batteries in the sum of[contract price in words and figures]

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 Nairobi City County Assembly to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Nairobi City County Assembly to provide the Motor vehicle tyres and Batteries and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Nairobi City County Assembly hereby covenants to pay the tenderer in consideration of the supply and delivery of motor vehicle tyres and batteries: 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 Nairobi City County Assembly)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

4.5 PERFORMANCE SECURITY FORM

To:

[Name of the Procuring Entity]

WHEREAS.....[Name of Tenderer]

(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ [Reference No. of the contract] dated _____ 20____ to Supply.....

[Description goods] (Hereinafter called "the contract")

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[Amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20____
_____ Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

4.6 BANK GUARANTEE FOR ADVANCE PAYMENT

To
[Name of procuring entity]

[Name of tender]

Gentlemen and/or Ladies:

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

.....

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

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

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

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

Yours truly, _____

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

4.7 MANUFACTURER'S AUTHORIZATION FORM

To [name of the NCCA]

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

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

[Signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by an authorized person.

4.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

4.9 FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of
the..... (*Name of the Procuring Entity*)
of.....dated the.....day of.....20.....in the matter of Tender
No.....of.....20.....

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement

Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds, namely:-

1.

2.

etc.

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

1.

2.

Etc

SIGNED (Applicant)

Dated on.....day of/.....20.....

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED

Board Secretary

MANDATORY; MUST BE FILLED BY ALL BIDDERS

ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

(Sections 39, 40, 41, 42, 43 & of the PPD Act, 2005)

I/We/M/S.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

Declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We.....

Declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory.....

TENDER SECURING DECLARATION

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.....

To:

Nairobi City County Assembly
P.O Box 45844 - 00100
NAIROBI

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:*[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name:*[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

7. LIST OF CLIENTS

Indicate the details of companies in the private / public sector where you have undertaken/are undertaking goods of similar nature.

NO	CONTACT INFORMATION	DETAILS
1	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	
2	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	
3	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	
4	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	
5	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	

NOTE:

Ensure that you have attached the requirements of evidence