

# REPUBLIC OF KENYA



## COUNTY GOVERNMENT OF SIAYA

### TENDER DOCUMENT

### FOR

### SUPPLY AND DELIVERY OF POINT OF SALE (POS) DEVICE TERMINALS

**TENDER NO.:**

**CGS/SCM/FINANCE/OT/2021-2022/01**

**CHIEF OFFICER  
FINANCE AND ECONOMIC PLANNING  
P.O. BOX 803-40600  
SIAYA**

**COUNTY SECRETARY  
COUNTY GOVERNMENT OF SIAYA  
P.O. BOX 803-40600  
SIAYA**

**AUGUST, 2021**



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**SECTION I - INVITATION TO TENDER**

**TENDER NO. CGS/SCM/FINANCE/OT/2021-2022/01 FOR SUPPLY AND DELIVERY OF POINT OF SALE (POS) DEVICE TERMINALS**

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The County Government of Siaya (CGS) invites sealed bids from interested eligible candidates for the above-mentioned tender.

Interested candidates may view / inspect/ obtain complete tender document from the CGS website ([www.siaya.go.ke](http://www.siaya.go.ke)) and the Public Procurement Information Portal ([www.tenders.go.ke](http://www.tenders.go.ke)).

Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 90 days from the closing/opening date of the tender. **Tenders must be accompanied by a Tender Security of Kenya Shillings, One Hundred Thousand (Kshs. 100,000)** in the form of a guarantee acceptable under the Public Procurement and Asset Disposal Act, 2015 and The Public Procurement and Asset Disposal Regulations, 2020, payable to the County Secretary, CGS

Completed tender documents are to be enclosed in plain sealed envelopes, clearly marked with the tender identification number and name and be deposited in the Tender Box provided at the main entrance of **ALEGO USONGA SUB-COUNTY OFFICES** within Siaya Town or be addressed and posted to:

**The County Secretary  
County Government of Siaya  
P.O. Box 803 - 40600  
SIAYA**

so as to be received **on or before 20<sup>th</sup> August, 2021 at 12.00 noon**

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend at the **Alego Usonga Sub-County Offices**.

**Director, Supply Chain Management  
For: COUNTY SECRETARY**

12/08/21

## SECTION II – INSTRUCTIONS TO TENDERERS

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## SECTION II: INSTRUCTIONS TO TENDERERS

### 2.1 Eligible Tenderers

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- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 County Government of Siaya's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by County Government of Siaya to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### 2.2 Eligible Goods

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- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

### 2.3 Cost of Tendering

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- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and County Government of Siaya, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.5,000/
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be prequalified.

### 2.4 Contents of tender documents

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- 2.4.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 2.6 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) Tender Form and Price Schedules
  - (viii) Tender Security Form
  - (ix) Contract Form
  - (x) Performance Security Form
  - (xi) Bank Guarantee for Advance Payment Form
  - (xii) Manufacturer's Authorization Form
  - (xiii) Confidential Business Questionnaire
- 2.4.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

### 2.5 Clarification of Documents

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- 2.5.1 A prospective tenderer requiring any clarification of the tender document may notify County Government of Siaya in writing or by post at the entity's address indicated in the Invitation to Tender. County Government of Siaya 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 tenders, prescribed by County Government of Siaya. 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 that have received the tender document.
- 2.5.2 County Government of Siaya 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.

### 2.6 Amendment of documents

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- 2.6.1 At any time prior to the deadline for submission of tenders, County Government of Siaya, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

## **2.7 Language of tender**

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

## **2.8 Documents Comprising the Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

## **2.9 Tender Forms**

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

## **2.10 Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

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

2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

## **2.11 Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

## **2.12 Tenderers Eligibility and Qualifications**

2.12.1 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 its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to County Government of Siaya's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to County Government of Siaya's satisfaction;

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

## **2.13 Goods Eligibility and Conformity to Tender Documents**

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

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

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance 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 functioning of the goods for a period of two (2) years, following commencement of the use of the goods by County Government of Siaya; and
  - (c) a clause-by-clause commentary on County Government of Siaya’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.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity’s satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

**2.14 Tender Security**

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- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Instructions to Tenderers.
- 2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect County Government of Siaya against the risk of Tenderer’s conduct which would warrant the security’s forfeiture, pursuant to paragraph 2.14.8
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to County Government of Siaya and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by County Government of Siaya as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer’s tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by County Government of Siaya.
- 2.14.7 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
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by County Government of Siaya on the Tender Form;
- or**
- (b) in the case of a successful tenderer, if the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 2.29
- or**
- (ii) to furnish performance security in accordance with paragraph 2.30

**2.15 Validity of Tenders**

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- 2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by County Government of Siaya, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by County Government of Siaya as non-responsive.
- 2.15.2 In exceptional circumstances, County Government of Siaya 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 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

**2.16 Format and Signing of Tender**

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- 2.16.1 The tenderer shall prepare two copies of the tender, clearly marking each “**ORIGINAL TENDER**” and “**COPY OF TENDER**”, as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

**2.17 Sealing and Marking of Tenders**

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- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY**”. The envelopes shall then be sealed in an outer envelope.

- 2.17.2 The inner and outer envelopes shall:
- (a) be addressed to County Government of Siaya 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” (DATE AND TIME INDICATED IN THE TENDER NOTICE)**
- 2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, County Government of Siaya will assume no responsibility for the tender’s misplacement or premature opening.

## **2.18 Deadline for Submission of Tenders**

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- 2.18.1 Tenders must be received by County Government of Siaya at the address specified under paragraph 2.17.2 no later than **Date and Time Indicated in the Tender Notice**.
- 2.18.2 County Government of Siaya may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of County Government of Siaya and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

## **2.19 Modification and withdrawal of tenders**

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- 2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5 County Government of Siaya may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 County Government of Siaya 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.

## **2.20 Opening of Tenders**

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- 2.20.1 County Government of Siaya will open all tenders in the presence of tenderers’ representatives who choose to attend, at **(Date and Time Indicated in the Tender Notice)** and in the **location specified in the Invitation to Tender**.  
The tenderers’ representatives who are present shall sign a register evidencing their attendance.
- 2.20.2 The tenderers’ names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as County Government of Siaya, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 County Government of Siaya will prepare minutes of the tender opening.

## **2.21 Clarification of tenders**

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- 2.21.1 To assist in the examination, evaluation and comparison of tenders County Government of Siaya may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence County Government of Siaya in County Government of Siaya’s tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers’ tender.

## **2.22 Preliminary Examination**

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- 2.22.1 County Government of Siaya will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 County Government of Siaya 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 effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 County Government of Siaya 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. County Government of Siaya's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

### **2.23 Conversion to a single currency**

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2.23.1 Where other currencies are used, County Government of Siaya will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

### **2.24 Evaluation and comparison of Tenders**

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2.24.1 County Government of Siaya will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

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

### **2.25 Preference**

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

### **2.26 Contacting County Government of Siaya**

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2.26.1 Subject to paragraph 2.21 no tenderer shall contact County Government of Siaya on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

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

### **2.27 Award of Contract**

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#### **a) Post qualification**

2.27.1 In the absence of pre-qualification, County Government of Siaya 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.

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

2.27.3 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 County Government of Siaya will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily

#### **b) Award Criteria**

2.27.4 County Government of Siaya will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

#### **(c) County Government of Siaya's Right to Vary quantities**

2.27.5 County Government of Siaya reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

#### **(d) County Government of Siaya's Right to Accept or Reject Any or All Tenders**

2.27.6 County Government of Siaya 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 County Government of Siaya's action.

### **2.28 Notification of award**

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2.28.1 Prior to the expiration of the period of tender validity, County Government of Siaya will notify the successful tenderer in writing that its tender has been accepted.

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

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, County Government of Siaya will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

### **2.29 Signing of Contract**

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- 2.29.1 At the same time as County Government of Siaya notifies the successful tenderer that its tender has been accepted, County Government of Siaya will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to County Government of Siaya.

### **2.30 Performance Security**

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- 2.30.1 Within Thirty (30) days of the receipt of notification of award from County Government of Siaya, 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 County Government of Siaya.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event County Government of Siaya may make the award to the next lowest evaluated Candidate or call for new tenders.

### **2.31 Corrupt or Fraudulent Practices**

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- 2.31.1 County Government of Siaya requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of County Government of Siaya, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive County Government of Siaya of the benefits of free and open competition;
- 2.31.2 County Government of Siaya 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.
- 2.31.3 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 for procurement of goods shall complement or amend the provisions of 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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS																										
2.1.1	<i>Indicate eligible tenderers:</i> <b>This invitation to bid is open to all bidders who are legally registered or incorporated in the Republic of Kenya.</b>																										
2.2.1	<i>Eligible Source Countries:</i> <b>All countries are eligible</b>																										
2.3.2	<i>Price to be charged for the tender documents:</i> <b>Tender documents to be downloaded free of charge from the County Government of Siaya website <a href="http://www.siaya.go.ke">www.siaya.go.ke</a> and the Public Procurement Information Portal (<a href="http://www.tenders.go.ke">www.tenders.go.ke</a>).</b>																										
2.10.4	<i>Tender Validity Period:</i> <b>The tender shall be valid for 90 days from the date of opening</b>																										
2.12.1	Particulars of eligibility and qualifications documents of evidence required. <b>Copies of:</b> i) <b>Certificate of Registration/Incorporation</b> ii) <b>Valid Tax Compliance certificate</b>																										
2.14.1	<i>Indicate particulars of tender security:</i> <b>As per Tender Notice.</b>																										
2.14.4	<i>Guarantees from Insurance Companies.</i> <b>As per 2.14.1</b>																										
2.18.1	<i>Indicate day, date and time of closing:</i> <b>AS PER TENDER NOTICE</b>																										
2.22	<p>Tenderers are required to submit copies of the following <b>MANDATORY DOCUMENTS</b> which will be used during Preliminary Examination to determine responsiveness:</p> <table border="1" data-bbox="284 936 1487 1796"> <thead> <tr> <th data-bbox="284 936 363 967">No.</th> <th data-bbox="363 936 1487 967">Parameter</th> </tr> </thead> <tbody> <tr> <td data-bbox="284 967 363 1079">1</td> <td data-bbox="363 967 1487 1079">Proof of Registration with Registrar of Companies. 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2.24	<i>Evaluation and comparison of Tenders:</i> <b>The following evaluation criteria shall be applied notwithstanding any other requirement in the tender documents.</b>																										

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p><b><u>SELECTION PROCESS</u></b></p> <p>Below is a description of the evaluation steps that will be adopted.</p> <p><b><u>STEP 1: PRELIMINARY EVALUATION</u></b></p> <p>This will be an elimination stage where each vendor's submission will be checked for completeness and compliance to the stated tender submission requirements as per paragraph 2.22 above.</p> <p><b><u>STEP 2: TECHNICAL EVALUATION</u></b></p> <p><b>1) Manufacturer's Brochures and Compliance Sheet</b></p> <p>Bidders are required to submit <b>Manufacturer's Brochures</b> in addition to duly completing the Technical Specification / Compliance sheet attached to this tender document under Sec. V to facilitate technical evaluation. <b>Bidders <u>MUST</u> meet and satisfy all the requirements in this stage. Only bidders who meet <u>ALL</u> the requirements for technical mandatory requirements will be considered for further evaluation</b></p> <ul style="list-style-type: none"> <li>■ For the purpose of this tender a manufacturer brochure shall contain the following information; <ul style="list-style-type: none"> <li>i. Name and physical address of the product manufacturer, including the phone number, fax number, e-mail address, website (URL), other manufacturing sites if any, and country.</li> <li>ii. The product model name/number assigned by the manufacturer</li> <li>iii. Colour picture of the product which must be clear and reasonably sized.</li> <li>iv. Description of the product and its features.</li> <li>v. Performance specification of the product including any other technical data</li> <li>vi. Dimensions of the product</li> </ul> <p>A brochure shall not be acceptable if it:</p> <ul style="list-style-type: none"> <li>i) does not contain any of the requirements in above from (i) to (vi)</li> <li>ii) Contains superimposed images of the product</li> </ul> </li> <li>■ The assembled colour picture in the brochure should be a representative of the product that the bidder intends to supply.</li> <li>■ For ease of comparison of bids, the tenderer is supposed to <b>Highlight the product to be offered where two or more of these products appear in the brochure provided.</b></li> </ul> <p>Non-compliance to the above requirements will amount to non-responsiveness of the bid and disqualification from further evaluation.</p> <p><b>2) Local Back Up</b></p> <ul style="list-style-type: none"> <li>a) The tenderer shall indicate the name and address of authorized local representative (Agent) who shall provide local support to the product in terms preventive maintenance, repairs, spare parts availability, training, and consumables throughout the life span of the product. Where the tenderer intends to provide local support by themselves, a self-declaration shall be submitted. (MANDATORY)</li> <li>b) The tenderer shall provide information on qualification (CV) of the technical staff either for the local representative/agent or inhouse, as a proof of capacity to expedite the tasks in (a) above.</li> </ul> <p><b><u>STEP 3: FINANCIAL EVALUATION</u></b></p> <p>Bidders fund responsive at the technical evaluation sage will be subjected to Financial Evaluation, which will include the following Stages: -</p>

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>a) Confirmation and considering price schedule duly completed and signed</p> <p>b) <b>Financial Capability:</b> The bidder shall furnish a copy of Audited Financial Statements for the year 2020. The financial statements will provide details for determining the liquidity and solvency status of the bidders. The applicable and acceptable ratios are as below. <i>Tenderers shall Mandatorily submit as part of their tender document a sheet showing calculations of the financial ratios</i></p> <p style="padding-left: 40px;">(i) Current Ratio = <math>\frac{\text{Current Assets}}{\text{Current Liabilities}}</math> Should meet the threshold of at least 1:1</p> <p style="padding-left: 40px;">(ii) Solvency ratios (i.e., Debt to Assets Ratio) = <math>\frac{\text{Total Debt}}{\text{Total Assets}}</math> Should meet the threshold of at least 1:1</p> <p style="padding-left: 40px;">(iii) Cash Assets: The Tenderer should have at least 20% of the total tender value in cash assets in the last financial year Balance Sheet provided as part of the audited financial statements</p> <p>c) Conducting a financial comparison</p>
2.27.0	<p><i>Award Criteria:</i></p> <ul style="list-style-type: none"> <li>■ Award will be made to the lowest evaluated bidder.</li> <li>■ Record of unsatisfactory or default in performance obligations in any contract shall be considered. To be eligible for award, in addition to the requirements given, the tenderer if previously contracted by CGS to offer similar services or any other contract, must not have had any negative evaluation for poor performance and/or delayed delivery of contract. Contractors who have delayed in delivery of any contract will not be eligible for additional contract awards until the delayed contracts are fully delivered. In addition, any contract terminated on grounds of integrity and/or fraud or corruption is ineligible to tender</li> </ul>
2.28.3	<p>For ease of Communication, all written correspondences with tenderers, including communicating outcome of the tender process, shall be through <u>E-MAIL</u>. Tenderers must therefore provide their E-mail addresses:</p> <p>Email Address 1 (Mandatory): _____</p> <p>Email Address 2: (Optional): _____</p>
2.30.1	<p><i>Indicate particulars of performance security:</i> Performance Security shall be required only for Contracts above <u>Kshs. 5 Million</u> as per the requirements of Reg. 135(1) of the Public Procurement and Asset Disposal Regulations, 2020. The performance Security shall be in the form of an unconditional Bank Guarantee amounting to 2% of the contract sum</p>

## SECTION III: GENERAL CONDITIONS OF CONTRACT

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### **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 County Government of Siaya 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) " Indefinite-quantity framework contract" means a contract to provide an indefinite quantity, within stated limits, of goods, services or works during a fixed period, and may be a delivery order framework contract; a service order framework contract; or a works order framework contract.
- (d) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to County Government of Siaya under the Contract.
- (e) "County Government of Siaya" means the organization purchasing the Goods under this Contract.
- (f) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by County Government of Siaya for the procurement installation and commissioning of equipment

### **3.3 Country of Origin**

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

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

### **3.4 Standards**

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

### **3.5 Use of Contract Documents and Information**

3.5.1 The tenderer shall not, without County Government of Siaya's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of County Government of Siaya in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without County Government of Siaya's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of County Government of Siaya and shall be returned (all copies) to County Government of Siaya on completion of the Tenderer's performance under the Contract if so required by County Government of Siaya.

### **3.6 Patent Rights**

3.6.1 The tenderer shall indemnify County Government of Siaya against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in County Government of Siaya's country.

### **3.7 Performance Security**

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

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

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to County Government of Siaya and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to County Government of Siaya, in the form provided in the tender documents.

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

### **3.8 Inspection and Tests**

3.8.1 County Government of Siaya or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. County Government of Siaya shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to County Government of Siaya.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, County Government of Siaya may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to County Government of Siaya.
- 3.8.4 County Government of Siaya's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by County Government of Siaya or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

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- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### **3.10 Delivery and Documents**

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- 3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by County Government of Siaya in its Schedule of Requirements and the Special Conditions of Contract

### **3.11 Insurance**

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

### **3.12 Payment**

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- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract
- 3.12.2 Payments shall be made promptly by County Government of Siaya as specified in the contract

### **3.13 Prices**

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- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation request shall be processed by County Government of Siaya within 30 days of receiving the request.

### **3.14. Assignment**

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- 3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with County Government of Siaya's prior written consent

### **3.15 Subcontracts**

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

### **3.16 Termination for default**

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- 3.16.1 County Government of Siaya may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
- (a) if the tenderer fails to deliver any or all of the goods within the periods) specified in the Contract, or within any extension thereof granted by County Government of Siaya
  - (b) if the tenderer fails to perform any other obligation(s) under the Contract
  - (c) if the tenderer, in the judgment of County Government of Siaya has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

**3.17 Liquidated Damages**

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- 3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, County Government of Siaya shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

**3.18 Resolution of Disputes**

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- 3.18.1 County Government of Siaya and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

**3.19 Language and Law**

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

**3.20 Force Majeure**

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



## SECTION IV: SPECIAL CONDITIONS OF CONTRACT

### Notes on 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
3.7	Performance security:
3.10	Delivery and Documents: The goods shall be delivered to County Government of Siaya
3.11	Insurance: Applicable incoterm is DDP
3.12	Payment: 100% of the contract price of the goods shall be paid upon the delivery, inspection, testing and acceptance of the goods by County Government of Siaya
3.13	Price Variation: Refer to 3.13.3
3.19	Language and Laws: Applicable language is English and applicable laws are the Laws of Kenya

## SECTION V - TECHNICAL SPECIFICATIONS

The detailed specifications are as per table below. **Tenderers are required to duly complete the Technical Specification / Compliance sheet** which is a clause-by-clause commentary by the Tenderer demonstrating substantial responsiveness of the goods to the technical specifications or submit a statement of deviations and exceptions to the provisions of the Technical Specifications.

All Requirements in the Technical Specifications below must be replied to by the bidder. Vendors should provide comments to the requirements based on the notes below.

### NOTES:

- (1) In the **BIDDERS REMARKS/OFFER AGAINST EVERY ITEM** column, bidders should provide clear and concise details of their equipment conformance to the requirement. Bidders can also refer to additional supporting information One- or two-word responses (e.g. —Yes,|| —No,|| —Will comply,|| etc.) will be considered insufficient to confirm responsiveness. Bidders should refrain from providing false information. Information provided may be subject to verification. Bidders are encouraged to also indicate if they have any additional comments about a particular requirement, which should be documented
  
- (2) In the **VENDOR COMPLIANCE LEVEL** Column, bidders should indicate: -
  - **Comply** - the equipment fully meets the requirement.
  - **Does not Comply** – Equipment does not meet specifications.

## TECHNICAL SPECIFICATION / COMPLIANCE SHEET

ITEM	REQUIREMENT	COMPLIANCE	
		BIDDERS REMARKS/OFFER AGAINST EVERY ITEM. (Make reference to the brochure i.e. page or section).	Vendor Compliance Level (Comply or Does not Comply)
Processor & Core Logic	32-bit secure CPU, ARM11		
System Memory	128MB FLASH, 64MB SDRAM		
Keypad	10 alphanumeric keys 8 function keys 1 power switch key		
Card Slots	2/3SAM 1SIM		
Communication interface	GPRS CDMA WiFi/3G/LAN/ Modem		
Peripheral Port	2 RS-232 1 miniUSB		
Display	2.8inch, 320*240 TFT LCD		
Card Reader	Magnetic Card Reader SmartCard Reader Contactless CardReader		
Printer	Thermal printer Paper Width:58mm Diameter: 40mm		
Li-polymer Battery	2600mAh,7.4V		
Accessories	Power charger adopter		
Power supply	Input:100~240VAC,50Hz/60Hz Output:9.5VDC,2.5A		
Warranty	One (1) Year		
Original detailed and highlighted Brochures MUST be submitted			

**NOTE:**

- Bidders MUST meet and satisfy all the requirements in this stage. Only bidders who meet ALL the requirements for technical mandatory requirements will be considered for further evaluation.
- The County Government of Siaya may waive any minor informality or non-conformity which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer
- Only bidders who are successful at this stage will proceed to the next stage of evaluation.





## SECTION VI– SCHEDULE OF REQUIREMENTS

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery {INCOTERM DDP (Delivered Duty Paid) unless otherwise specified}.

No.	Description	Unit	Quantity	Delivery schedule (shipment) in weeks
1	Supply Point of sale devices	No.	250	Maximum 2 weeks after Contract Signing

In order to determine the correct date of delivery as specified, The County Government of Siaya has taken into account the additional time that will be needed for international or national transit to Siaya. The bidders will however be required to indicate the shortest time for delivery to Siaya Town

Delivery will be over a period of time but not later than 30<sup>th</sup> June, 2022. The successful tenderers shall thus supply only quantities ordered through a purchase order. Quantities ordered shall however not exceed tendered and/or awarded quantities

**SECTION VII - PRICE SCHEDULE**

Item Description	Unit	Qty.	Country of Origin	Delivery Period	Cost (Kshs.)	
					Unit	Total
Supply and Delivery of Point of Sale (POS) Device Terminals	No.	250				

- The Cost should be inclusive of all applicable taxes and delivery.
- The total cost to be transferred to the Form of Tender
- Bidders should also include maintenance charges as a **Percentage (%)** of unit cost of the equipment (\_\_\_\_%). Please also separately give details of what the maintenance entail as this will be part of the Service Level Agreement.

Signature & Stamp of tenderer \_\_\_\_\_

**Note:**

- In case of discrepancy between unit price and total, the unit price shall prevail.
- Delivery will be over a period of time but not later than 30<sup>th</sup> June, 2022. The successful tenderers shall thus supply only quantities ordered through a purchase order. Quantities ordered shall however not exceed tendered and/or awarded quantities

## **SECTION VIII - STANDARD FORMS**

### **Notes on standard forms**

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to County Government of Siaya pursuant to instructions to tenderers clause 12.4. 1.
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and County Government of Siaya in accordance with the instructions to tenderers or general conditions of contract.

#### 4.1 FORM OF TENDER

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To: **The County Secretary**  
**County Government of Siaya**  
**P. O. Box 803-40600**  
**NAIROBI**

Sir/Madam:

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 Deliver Point of Sale (POS) Device Terminals** in conformity with the said Tender documents for the sum of Kshs. \_\_\_\_\_ *[Amount in figures]* Kenya Shillings

\_\_\_\_\_ *[Amount in words]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.15 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.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

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.

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.

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

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

*(Name)*

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*[In the capacity of]*

Duly authorized to sign Tender for and on behalf of \_\_\_\_\_

## 4.2 CONTRACT FORM

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

WHEREAS County Government of Siaya invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of .....[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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) County Government of Siaya’s Notification of Award.
- (g) Service Level Agreement

In consideration of the payments to be made by County Government of Siaya to the tenderer as hereinafter mentioned, the tenderer hereby covenants with County Government of Siaya to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract

County Government of Siaya hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for County Government of Siaya)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_.

### 4.3 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.

<p><b>Part 1 General</b></p> <p>Business Name.....</p> <p>Location of Business Premises .....</p> <p>Plot No,.....Street/Road.....</p> <p>Postal address .....Tel No. .... Fax No. .... Email .....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs. ....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>
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	<p><b>Part 2 (a) – Sole Proprietor</b></p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details .....</p>																									
	<p><b>Part 2 (b) – Partnership</b></p> <p>Given details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizenship details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....
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	<p><b>Part 2 (c) – Registered Company</b></p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 25%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizenship details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....
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	<p>Date.....Signature of Candidate.....</p>																									

#### 4.4 TENDER SECURITY FORM

WHEREAS \_\_\_\_\_ (hereinafter called "the Tenderer") has submitted his tender dated \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_ (name of Contract)

KNOW ALL PEOPLE by these presents that WE \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank"), are bound unto \_\_\_\_\_ (hereinafter called "the Employer") in the sum of **Kenya shillings** \_\_\_\_\_ (**Kshs.** \_\_\_\_\_) for which payment well and truly to be made to the said Employer, 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 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 Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

[signature of the Bank/Insurance Company] \_\_\_\_\_

[Date]

[seal]