

REPUBLIC OF KENYA



MANDERA COUNTY GOVERNMENT

**FRAMEWORK CONTRACT FOR
PROVISION OF CHARTER PLANE AND
HELICOPTER SERVICES (AS AND WHEN
REQUIRED)**

TENDER DOCUMENTS

TENDER NO:MCG/OT/02/2019-2020.....

JULY, 2019

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INTRODUCTION

- 1.1 This standard tender document for the procurement services has been prepared for use by procuring entities in Kenya. It is to be used in the procurement of all types of services e.g.
 - i. Security.
 - ii. Cleaning.
 - iii. Servicing and repairs.
 - iv. Transport.
 - v. Clearing and forwarding.
 - vi. Air ticketing and travel arrangements and all others where there is no specific standard tender document for procurement of that service.
- 1.2 The following general directions should be observed when using the document.
 - a) Specific details should be finished in the invitation to tender and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
 - b) The instructions to tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the appendix to the instructions to the tenderers or the general conditions of contract respectively.
- 1.3 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements,
- 1.4 The invitation to tender shall be issued as an advertisement in accordance with the regulations or as a letter of invitation addressed to the tenderers who have expressed interest following an advertisement of a prequalification tender.
- 1.5 The cover of the tender document should be modified to include;
 - i. Tender number.
 - ii. Tender name.
 - iii. Name of procuring entity.
 - iv. Delete name and address of PPOA.

SECTION I – INVITATION TO TENDER

Tender reference no. : MCG/OT/02/2019-2020

Tender Name: FRAMEWORK CONTRACT FOR PROVISION OF CHARTER PLANES AND HELICOPTER SERVICES (AS AND WHEN REQUIRED)

1.1 The Mandera *County Government* invites sealed tenders for FRAMEWORK CONTRACT FOR PROVISION OF CHARTER PLANE AND HELICOPTER SERVICES (AS AND WHEN REQUIRED)

1.2 Interested eligible candidates may obtain and inspect tender documents from our website www.mandera.go.ke. For any more information/clarification interested applicants can visit the office of the **Director of Supply Chain Management Office, next to Read sea resort of -mandera**, during normal working hours.

1.3 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for the contract period.

1.4 Original and a copy of tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box located at the supply chain management office in Mandera or to be addressed to

**County Chief Officer Accounting and financial services
P.O. Box 13
Mandera**

so as to be received on or before **Tuesday 6th August 2019 at 10:00 Am**

1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at a location as will be designated.

Director Supply Chain Management

For COUNTY Chief Officer accounting and financial services

SECTION II – INSTRUCTIONS TO TENDERERS

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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 services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. MANDERA COUNTY GOVERNMENT's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by MANDERA COUNTY GOVERNMENT to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in 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 MANDERA COUNTY GOVERNMENT, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 MANDERA COUNTY GOVERNMENT shall allow the tenderer to review the tender document free of charge before purchase.

Contents of tender documents

- 2.2.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- i) Instructions to Tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form
 - xi) Performance security form
 - xii) Principal's or manufacturers authorization form
 - xiii) Declaration 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.

2.3 Clarification of Documents

- 2.3.1. A prospective candidate making inquiries of the tender document may notify MANDERA COUNTY GOVERNMENT in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. MANDERA COUNTY GOVERNMENT 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 MANDERA COUNTY GOVERNMENT. 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”
- 2.3.2. MANDERA COUNTY GOVERNMENT shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.4 Amendment of documents

- 2.4.1. At any time prior to the deadline for submission of tenders the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may Modify the tender documents by issuing an addendum.
- 2.4.2. 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, MANDERA COUNTY GOVERNMENT, at its discretion, may extend the deadline for the submission of tenders.

2.5 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 MANDERA COUNTY GOVERNMENT, 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 services to be performed.

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by MANDERA COUNTY GOVERNMENT within 30 days of receiving the request.

2.10 Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in 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 MANDERA COUNTY GOVERNMENT's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.2 The tender security is required to protect MANDERA COUNTY GOVERNMENT against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 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.
 - (b) Cash.
 - (c) Such insurance guarantee approved by the Authority.

- (d) Letter of credit.
 - (e) Guarantee by a deposit taking Micro Finance Institution, SACCO Society, the Youth Enterprise Fund and the Women Enterprise Fund.
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by MANDERA COUNTY GOVERNMENT as non-responsive, pursuant to paragraph 2.20.
- 2.12.5 Unsuccessful Tenderer's 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 MANDERA COUNTY GOVERNMENT.
- 2.12.6 The successful Tenderer's 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.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity specified by MANDERA COUNTY GOVERNMENT 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 2.26
 - or
 - (ii) 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 90 days or as specified in the invitation to tender after date of tender opening prescribed by MANDERA COUNTY GOVERNMENT, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by MANDERA COUNTY GOVERNMENT as non-responsive.
- 2.13.2 In exceptional circumstances, MANDERA COUNTY GOVERNMENT 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 un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 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 MANDERA COUNTY GOVERNMENT at the address given in the invitation to tender

(b) bear tender number and name in the invitation to tender and the words: “**DO NOT OPEN BEFORE Tuesday 6th August 2019 at 10:00 Am**”

2.15.3 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”.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, MANDERA COUNTY GOVERNMENT will assume no responsibility for the tender’s misplacement or premature opening.

2.16.2 MANDERA COUNTY GOVERNMENT may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of MANDERA COUNTY GOVERNMENT 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 MANDERA COUNTY GOVERNMENT 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 MANDERA COUNTY GOVERNMENT 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, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity 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 2.12.7.

2.17.5 MANDERA COUNTY GOVERNMENT may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 MANDERA COUNTY GOVERNMENT 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 MANDERA COUNTY GOVERNMENT will open all tenders in the presence of Tenderers' representatives who choose to attend, on **Tuesday 6th August 2019 at 10:00 Am** and in the location specified in the invitation to tender. The Tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as MANDERA COUNTY GOVERNMENT, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 MANDERA COUNTY GOVERNMENT will prepare minutes of the tender opening which will be submitted to the Tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders MANDERA COUNTY GOVERNMENT 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 MANDERA COUNTY GOVERNMENT in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the Tenderers tender.

Comparison or contract award decisions may result in the rejection of the Tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 MANDERA COUNTY GOVERNMENT 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 MANDERA COUNTY GOVERNMENT 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, MANDERA COUNTY GOVERNMENT 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. MANDERA COUNTY GOVERNMENT's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by MANDERA COUNTY GOVERNMENT and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, MANDERA COUNTY GOVERNMENT 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 MANDERA COUNTY GOVERNMENT will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 MANDERA COUNTY GOVERNMENT's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender; (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

(a) *Operational Plan.*

MANDERA COUNTY GOVERNMENT requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than MANDERA COUNTY GOVERNMENT's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

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

2.22.5 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

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

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

2.23. Contacting MANDERA COUNTY GOVERNMENT

2.23.1 Subject to paragraph 2.19, no tenderer shall contact MANDERA COUNTY GOVERNMENT 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 MANDERA COUNTY GOVERNMENT 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, MANDERA COUNTY GOVERNMENT 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 MANDERA COUNTY GOVERNMENT 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 MANDERA COUNTY GOVERNMENT will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.3 Subject to paragraph 2.26 MANDERA COUNTY GOVERNMENT 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.

2.24.4 MANDERA COUNTY GOVERNMENT 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 MANDERA COUNTY GOVERNMENT's action. If MANDERA COUNTY GOVERNMENT determines that none of the Tenderers is responsive; MANDERA COUNTY GOVERNMENT shall notify each tenderer who submitted a tender.

2.24.5 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 Procuring entity 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 MANDERA COUNTY GOVERNMENT 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 2.27, MANDERA COUNTY GOVERNMENT will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.26 Signing of Contract

2.26.1 At the same time as MANDERA COUNTY GOVERNMENT notifies the successful tenderer that its tender has been accepted, MANDERA COUNTY GOVERNMENT will simultaneously inform the other Tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to MANDERA COUNTY GOVERNMENT.

2.26.3 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.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from MANDERA COUNTY GOVERNMENT, 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 MANDERA COUNTY GOVERNMENT.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event MANDERA COUNTY GOVERNMENT may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 MANDERA COUNTY GOVERNMENT 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.

2.28.2 MANDERA COUNTY GOVERNMENT 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;

2.28.3 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 services *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

<i>Instructions to tenderers</i>	<i>Particulars of appendix to instructions to tenderers</i>
2.1	Particulars of eligible tenderers: <i>The tender is open to companies operating a taxi and/or car hire services.</i>
2.10	<i>Particulars of other currencies allowed. None —</i>
2.11	<i>Particulars of eligibility and qualifications documents of evidence required. Copies of:</i> i) <i>Certificate of Registration/Incorporation</i> ii) <i>Certificate of valid tax compliance</i> iii) <i>VAT Certificate</i>
2.13	Validity of Tenders: <i>Tenders Shall remain valid for 120 days from the date of tender opening.</i>
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Supply Chain Unit situated at the county treasury opposite red seas resort
2.22	Evaluation Criteria is attached
2.24	Particulars of post - qualification if applicable. <i>MANDERA COUNTY GOVERNMENT may inspect the premises and /or check the accuracy of any or all information provided by the bidder before awarding a contract.</i>
2.24.4	Award Criteria: <i>Framework Contract will be awarded to the highest ranked bidders in (technical + financial).</i>
2.30	Particulars of performance security if applicable. The successful tenderer's tender security will be discharged upon the tenderer signing the contract. Performance security equivalent to 10% will be required from successful bidder in either of the following forms :- i. a bank guarantee; <i>or</i> ii. Guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund.
<i>Other's as necessary</i>	<i>Complete as necessary. None</i>

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- i) “The contract” means the agreement entered into between MANDERA COUNTY GOVERNMENT 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.
- ii) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- iii) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to MANDERA COUNTY GOVERNMENT under the Contract.
- iv) “MANDERA COUNTY GOVERNMENT” means the organization sourcing for the services under this Contract.
- v) “The contractor means the individual or firm providing the services under this Contract.
- vi) “GCC” means general conditions of contract contained in this section
- vii) “SCC” means the special conditions of contract
- viii) “Day” means calendar day

3.2 Application

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

3.5 Patent Right's

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

3.6 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to MANDERA COUNTY GOVERNMENT the performance security where applicable in the amount specified in Special Conditions of Contract.

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

- 3.6.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to MANDERA COUNTY GOVERNMENT 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.
- e) Guarantee by a deposit taking Micro Finance Institution, SACCO Society, the Youth Enterprise Fund and the Women Enterprise Fund.

3.6.4 The performance security will be discharged by MANDERA COUNTY GOVERNMENT 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.

3.7 Inspections and Tests

3.7.1 MANDERA COUNTY GOVERNMENT or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. MANDERA COUNTY GOVERNMENT shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted 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 MANDERA COUNTY GOVERNMENT.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, MANDERA COUNTY GOVERNMENT 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 MANDERA COUNTY GOVERNMENT.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

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 MANDERA COUNTY GOVERNMENT'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.

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with MANDERA COUNTY GOVERNMENT's prior written consent.

3.10 Termination for Default

MANDERA COUNTY GOVERNMENT 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 MANDERA COUNTY GOVERNMENT.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of MANDERA COUNTY GOVERNMENT has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event MANDERA COUNTY GOVERNMENT 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 MANDERA COUNTY GOVERNMENT for any excess costs for such similar services.

3.12 Termination of insolvency

MANDERA COUNTY GOVERNMENT 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 MANDERA COUNTY GOVERNMENT.

3.13 Termination for convenience

3.13.1 MANDERA COUNTY GOVERNMENT 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 MANDERA COUNTY GOVERNMENT 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 MANDERA COUNTY GOVERNMENT may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

MANDERA COUNTY GOVERNMENT'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.

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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 provisions of the SCC herein shall prevail over those 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
3.5 3.7 3.8	Specify method Payments. Payments shall be made at the end of every Month within 30 days upon receipt of Invoice(s). Specify price adjustments allowed. None
3.14	Specify resolution of disputes. In case of a dispute between the service provider and the employer, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred for arbitration as per provisions of the Arbitration Act of 1995

3.16	<p>before a single arbitrator to be agreed on by the parties and in failure of such an agreement by the Chairperson for the time being of the chartered institute of Arbitrators Kenya branch and any award given shall be final</p> <p>Specify applicable law. Laws of Kenya</p>
<p>3.17</p> <p>Other's as necessary</p>	<p>Indicate addresses of both parties.</p> <p>Client-</p> <p style="padding-left: 40px;">Mandera County government P.o box 13-70300 Mandera</p> <p>Bidder to indicate</p> <p>Name:</p> <p>Location:</p> <p>Postal address:</p> <p>Email:</p> <p>Cell phone:</p> <p>Office line :</p> <p>Website</p> <p>Complete as necessary</p>

EVALUATION CRITERIA

The following requirements **must be met** by the tenderer notwithstanding other requirements in the tender documents: -

A) MANDATORY REQUIREMENTS

No.	Requirements	Responsive or Not Responsive
1.	Must Submit a copy of certificate of Registration /Incorporation	
2.	Must provide a CR 12 certificate	
4.	Tender validity period of One hundred and twenty (120) days from the tender opening date.	
5.	Duly filled, stamped and signed form of tender in the format provided.	
6.	Must Submit a copy of Valid Tax Compliance certificate	
7.	Attach copy of valid Single Business Permit from County Government.	
8.	Must Fill, sign and stamp the Price Schedule in the format provided	
9.	Must submit a dully filled, signed and stamped self-declaration form in the format provided	
10.	Dully filled, signed and stamped Anti-Corruption Declaration Commitment/Pledge form.	
11.	Must submit a dully filled, signed and stamped Confidential Business Questionnaire in the format provided	
12.	Attach audited Financial Statement for the last three years (2016, 2017 &2018)	
13.	Provide one original and one copy of tender document properly bound and Paginated/serialized/numbered in a sequential manner on all pages and all attachments.	

Note:

Bidders must meet all the mandatory requirements to qualify for Technical evaluation

B) TECHNICAL EVALUATION

Technical Evaluation Criteria

No.	Evaluation Attribute	Weighting Score	Tenderers	Max Score
1.	Number of years in charter plane and helicopter hire services	<ul style="list-style-type: none"> • 10 years and above • Others prorated at: Number of Years x 10 10 		10
2.	Provide reference letters from county government, government ministries or State corporations to which the company has offered similar services in the last 3 years.(Attach recommendation letters)	<ul style="list-style-type: none"> • 5 or more Clients with 15 references • Others prorated at: Number of Clients' x 15 5 		15
3.	Submit copy of valid NSSF Compliance Certificate	Provided - 2 marks Not provided -0 mark		2
4.	Submit Copy of valid NHIF Compliance Certificate	Provided - 2 marks Not provided - 0 mark		2
5.	Financial capability: Provide three years audited accounts (2015, 2016, 2017) (attach documentary evidence)	(i) Liquidity Ratio Current Assets: Current Liabilities (2:1 -3 Marks each year, 1:1 – 2 marks each year, less than 1- 0 marks		9
6.	Company's organizational structure clearly shown Academic qualifications of the	Two(2) Marks		2
		Degree – 4 points		4

	Director (Relevant Degree/ Diploma or Certificate) (Attach copies of certificates)	Diploma – 3 point Post-Secondary Certificate – 2 point		
	Director’s Experience in the industry(Attach detail CV)	Experience (10 yrs and above 5 marks) •Others prorated (0.5 mark per year		5
	Academic qualifications of five other technical personnel (Attach copies of certificates)	Relevant Degree or Diploma – 5 points per person Relevant Certificate – 5 point per person		25
	Experience in the industry for the other five staff (Attach detail CVs)	Experience (10 yrs and above 3 marks per staff, between 5-9 years 2 mark, 2-4 years 1 mark and below 2 years 0.5 marks)		15
	Membership to relevant professional body	2marks each max six (5) staff members		10
8.	Physical Facilities • Provide details of physical address and contacts - attach evidence	Details of physical address and contacts with copy of title deed or lease agreement or latest utility bill – 2 marks		1
	Total			100

Note;

Only bidders who score above 70% of the total technical score will be subjected to financial evaluation.

Those who score below 70% will be eliminated at this stage from the entire evaluation process.

C: FINANCIAL EVALUATION

The tendered sum per kilometers for the five planes and helicopter will be averaged for each bidder. The average would then be ranked to determine the lowest evaluated bidder among the technical successful bidders.

Recommendation For Award

The lowest evaluated bidder will be awarded a two years Framework Contract which can be renewed for one more year after assessment for satisfactory performance.

D; POST - QUALIFICATION.

MANDERA COUNTY GOVERNMENT may inspect the premises and/or check the accuracy of any or all information provided by the bidder before awarding a contract.

BIDDER'S EXPERIENCE REQUIREMENTS

Potential suppliers are required to submit details of at least five (5 No.) Government of Kenya organizations where they have undertaken similar services in the format given below.

Ensure you have provided reference letters from the organizations duly signed and stamped by the relevant officer. The reference letters must be in the organizations letterheads.

No.	Contact Information	Details
1	Name of Company	
	Name of contact	
	person Designation	
	Telephone number	
	Email address	
2	Name of Company	
	Name of contact	
	person Designation	
	Telephone number	
	Email address	
3	Name of Company	
	Name of contact	
	person Designation	
	Telephone number	
	Email address	
4	Name of Company	
	Name of contact	
	person Designation	
	Telephone number	
	Email address	
5	Name of Company	
	Name of contact	
	person Designation	
	Telephone number	
	Email address	

Ensure you have provided recommendation, reference or award letters for **ALL** the above organizations, duly *signed* and *stamped* by the relevant officer.

The reference letter **MUST** be on the organization's letterhead.

SECTION VI - SCHEDULE OF REQUIREMENTS

5.1 Services Required

The Mandera County government wishes to engage the services of charter plane and helicopter service providers on need basis for a period of two (2) years on a framework contract renewable for one more year after review of performance at the sole discretion of MANDERA COUNTY GOVERNMENT.

MANDERA COUNTY GOVERNMENT requires charter plane and helicopter service in respect of its officials and non-MANDERA COUNTY GOVERNMENT officials requiring transport in the interest of MANDERA COUNTY GOVERNMENT be made by the company with due consideration of the following:-

- i. Arrangement will be only for persons travelling for official reasons and in the interest of MANDERA COUNTY GOVERNMENT with Prior approval
- ii. The most cost effective and practical means of road transport is to be used at all times.
- iii. Provision of car hire and taxi services for MANDERA COUNTY GOVERNMENT will be as specified in the schedule of prices
- iv. The Contract duration will be 24 months. Payment will be made on monthly basis after the services have been rendered

MINIMUM REQUIREMENT/ SPECIFICATION

1. Service Provider to Focus on MANDERA COUNTY GOVERNMENT's requirements and will be available as and when required
2. Group fares (indicate minimum number to benefits from group discount, if any)
3. Bidder to avail only clean & well maintained planes and helicopters
4. Maintains facilities of on-line booking and basic office equipment, telecommunications equipment and online booking tool.
5. Willing and able to guarantee the delivery of products and services in accordance with the performance standards required by this Terms of Reference.
6. Have in its current office all the necessary equipment and facilities and sufficient number of experienced and professionally trained drivers and staff to handle MANDERA COUNTY GOVERNMENT requirements
7. A letter of commitment confirming duration of time to provide service from notification by the client
8. The invoiced amounts **MUST** be presented in separate columns indicating various charges among other details as below:
 - a) Names of the passenger
 - b) Destination
 - c) Time and duration of Travel.
 - e) Taxes (VAT)
 - f) Total cost
10. MANDERA COUNTY GOVERNMENT will make payments within 30 days of receipt of invoice

SECTION VI – DESCRIPTION OF SERVICES

The Mandera County government is in the process of procuring charter plane and helicopter service providers to provide charter plane and helicopter services as indicated in the table below. The provision of the services is majorly targeting the mobility across six sub-counties and the operations in the county headquarter. Bidders are informed that the contract is for an initial period of twenty four (24) months which may be renewable subject to satisfactory performance. Bidders should also quote as in the format below to facilitate fair evaluation failure to which their bids may be declared non-responsive.

The packages services are as stipulated in the tables below. Use the tables below to indicate your charges.

Cost Schedule for charter plane and helicopter hire services

No	Description	Unit of measure	Cost inclusive of VAT (Kshs)
1.	Fokker 50	Kshs.....per km	
		Kshs.....per day	
2.	30 PASSENGER PLANE	Kshs.....per km	
		Kshs.....per day	
3.	HELICOPTER 12 PASSENGERS	Kshs.....per km	
		Kshs.....per day	
4.	HELICOPTER 10 PASSENGERS	Kshs.....per km	
		Kshs.....per day	
5.	HELICOPTER 6 PASSENGERS	Kshs.....per km	
		Kshs.....per day	

SECTION VII- 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 MANDERA COUNTY GOVERNMENT pursuant to instructions to Tenderers clause 12.3
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 MANDERA COUNTY GOVERNMENT in accordance with the instructions to Tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the Tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to MANDERA COUNTY GOVERNMENT and pursuant to the – conditions of contract.

SECTION VIII - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Confidential Questionnaire form
4. Tender Securing Declaration Form
5. Declaration Form
6. Anti-Corruption Declaration Commitment/ Pledge
7. Tender security form
8. Performance security form
9. Declaration form
10. Contract form
11. Letter of Notification of Award

PRICE SCHEDULE FOR CHARTER PLANE AND HELICOPTER HIRE SERVICES

No	Description	Unit of measure	Unit cost
1.	Fokker 50	Kshs.....per km	
		Kshs.....per day	
2.	30 PASSENGER	Kshs.....per km	
		Kshs.....per day	
3.	HELICOPTER 12 PASSENGERS	Kshs.....per km	
		Kshs.....per day	
4.	HELICOPTER 10 PASSENGERS	Kshs.....per km	
		Kshs.....per day	
4.	HELICOPTER 6 PASSENGERS	Kshs.....per km	
		Kshs.....per day	

Bidders Signature.....

Date.....

Official Stamp.....

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address

Tel No. E mail

Nature of Business,.....

Registration Certificate No.

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

Name of your bankers Branch

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of origin

Citizenship detail

Part 2 (b) Partnership

Given details of partners as follows:

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.

	5 (Attach certificate of incorporation)
Date	Seal/Signature of Candidate

TENDER SECURING DECLARATION FORM

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

Date:..... *[of Bid Submission]*

Tender No.....

To: **Mandera County government**

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 **Two years** starting **on the date of this tender Opening** 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]*

SELF-DECLARATION FORM

Date _____

To:

Mandera County government
P.O. Box 13-70300
Mandera

The tenderer i.e. (name and address)

_____ declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Name.....

Title.....

Signature.....

Date.....

Official Stamp.....

(To be signed by authorized representative and officially stamped)

ANTI-CORRUPTION DECLARATION COMITMENT/ PLEDGE

(Sections 62 of the PPAD Act, 2015)

I/We/Messrs.....

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 of Signatory.....

Title of Signatory

Official Stamp.....

TENDER SECURITY FORM

Whereas[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender] for the provision of[name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity] (hereinafter called “the Bank”)are bound unto.....

[name of procuring entity](hereinafter called “**MANDERA COUNTY GOVERNMENT**”) in the sum of

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this_____ day of 20_____.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the bidder refuses to accept the correction of errors in its bid; or
3. If the tenderer, having been notified of the acceptance of its Tender by MANDERA COUNTY GOVERNMENT during the period of tender validity:
 - (a) Fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the instructions to Tenderers;

we undertake to pay to MANDERA COUNTY GOVERNMENT up to the above amount upon receipt of its first written demand, without MANDERA COUNTY GOVERNMENT having to substantiate its demand, provided that in its demand MANDERA COUNTY GOVERNMENT will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To: _____(Name of Employer) _____(Date)
 _____(Address of Employer)

Dear Sir,

WHEREAS _____(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____(hereinafter called "the Works");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____(amount of Guarantee in figures) Kenya Shillings _____(amount of Guarantee in words), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings _____(amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

(Amend accordingly if provided by Insurance Company)

CONTRACT FORM

THIS AGREEMENT made the ___ day of ____ 20__ between..... [Name of procurement entity] of[country of Procurement entity](hereinafter called "MANDERA COUNTY GOVERNMENT") of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS MANDERA COUNTY GOVERNMENT 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:

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) MANDERA COUNTY GOVERNMENT's Notification of Award.
3. In consideration of the payments to be made by MANDERA COUNTY GOVERNMENT to the tenderer as hereinafter mentioned, the tenderer hereby covenants with MANDERA COUNTY GOVERNMENT to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. MANDERA COUNTY GOVERNMENT 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 MANDERA COUNTY GOVERNMENT)

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

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 EXECUTIVE DIRECTOR

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 of20.....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