



REPUBLIC OF KENYA

**THE NATIONAL TREASURY
TREASURY BUILDING, HARAMBEE AVENUE
PO BOX 30007 – 00100, NAIROBI, KENYA**

TENDER

FOR

**PROVISION OF FUEL FOR THE MOTOR VEHICLES LEASING
PROGRAMME (PHASE VI)**

TENDER NO: TNT/015/2020 - 2021

CLOSING DATE: WEDNESDAY 18TH NOVEMBER, 2020 AT 11.00 AM

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SECTION 1: INVITATION TO TENDER



REPUBLIC OF KENYA NATIONAL TREASURY AND PLANNING

PROVISION OF FUEL FOR THE MOTOR VEHICLES LEASING PROGRAMME (PHASE VI) TENDER NO: TENDER NO. TNT/015/2020 - 2021

The National Treasury, invites sealed tenders from eligible interested bidders for Provision of fuel for the Motor Vehicle Leasing Programme (Phase VI) for various Government Entities for a period of Four (4) years.

A complete set of Tender Documents may be downloaded by interested firms free of charge at www.treasury.go.ke or www.tenders.go.ke and those who have downloaded the document from the website must forward their particulars immediately for recording and any further clarifications and addenda to procurement@treasury.go.ke.

Bidders shall submit **One (1) Original** and **Five (5) Copies** of the Tender Document which should be clearly marked with the Tender Number and Name.

A **Mandatory** Pre-Bid Conference shall be held with the interested Bidders on **Tuesday 3rd November, 2020** at 10.00 a.m. through video conferencing. Invitations shall be send to all interested tenderers who shall submit their emails to procurement@treasury.go.ke before 10.00 a.m. on Tuesday 3rd November, 2020.

Completed Tender Documents, both “Original” and “Copies”, enclosed in plain sealed envelopes, marked with the relevant Tender number and title shall be addressed to:

The Principal Secretary,
The National Treasury,
P. O. Box 30007 – 00100,
Nairobi, Kenya

and be deposited in the tender box provided at the **Treasury Building, 6th Floor, Harambee Avenue, Nairobi**, so as to be received on or before **Wednesday 18th November, 2020** at 11.00 a.m.

Bids shall be accompanied by a Bid Security of **Kenya Shillings One Million Five Hundred Thousand Only (Kshs. 1,500,000.00)** from a reputable Financial Institution in Kenya valid for 30 days beyond the Tender Validity period.

All Bid Documents must be sequentially serialized / paginated.

Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend the opening at **The National Treasury, Treasury Building, Harambee Avenue, Nairobi, 6th Floor, Conference Room No. 603** on **Wednesday 18th November, 2020** at 11.00 a.m.

**HEAD, SUPPLY CHAIN MANAGEMENT SERVICES
FOR: PRINCIPAL SECRETARY/NATIONAL TREASURY**

SECTION II - INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This invitation for tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall be contracted for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the schedule of requirements.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification 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 the firm or any of its officials which have been engaged by the procuring entity to provide consulting services for the preparation of the design specifications and other documents to be used for the purpose of this invitation to tender.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2. Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall be at no cost
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3. Contents of Tender Documents

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.7 of these instructions to tenderers.

- i. Instructions to tenderers
- ii. General Conditions of Contract
- iii. Special Conditions of Contract
- iv. Schedule of particulars of tender
- v. Form of Tender
- vi. Price Schedules
- vii. Contract Form

- viii. Confidential Business Questionnaire Form
- ix. Tender security Form
- x. Performance security Form
- xi. Authorization Form
- xii. Declaration form
- xiii. Request for Review Form

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

2.4. Clarification of tender Documents

2.4.1 A prospective tenderer making inquiry on the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than three (3) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

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

2.5. Amendment of tender Documents

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

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

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

2.6. Language of Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7. Documents Comprising the Tender

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

- (a) Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (a) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (b) tender security furnished in accordance with paragraph 2.12

2.8. Form of Tender

2.8.1 The tenderer shall complete the Form of Tender and the Price Schedules furnished in the tender documents, indicating the particulars of the tender.

2.9. Tender Prices

2.9.1 The tenderer shall indicate on the Price Schedules the unit prices and total tender price of the particular of tender under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the amounts to be paid by the tenderer to the procuring entity for the particulars of the tender under the contract.

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

2.10. Tender Currencies

2.9.4 Prices shall be quoted in Kenya Shillings unless otherwise stated in the appendix.

2.11. Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1.1 and 2.1.2 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.
- 2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.12.2 The tender security shall be in the amount **Kshs. 1,500,000.00**
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.2 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
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.7 The tender security may be forfeited:
- a) if a tenderer withdraws its tender during the period of tender validity
 - b) in the case of a successful tenderer, if the tenderer fails:
 - c) to sign the contract in accordance with paragraph 2.29 or

- d) to furnish performance security in accordance with paragraph 2.30
- e) If the tenderer rejects a correction of an arithmetic error in the tender.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 180 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

2.14. Format and Signing of Tenders

2.14.1 The tenderer shall prepare **One (1) original and Five (5) 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 the three copies of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall: Be addressed to

**Principal Secretary,
The National Treasury
P.O. Box 30007 – 00100,
Nairobi**

bear tender number and name in the Invitation to Tender and the words,
“DO NOT OPEN BEFORE, Wednesday 18th November, 2020 at 11.00 a.m.

- 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 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16. Deadline for Submission of Tenders

- 2.16.1** Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **Wednesday 18th November, 2020 at 11.00 a.m.**
- 2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17. Modification and Withdrawal of Tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Wednesday 18th November, 2020 at 11.00 a.m.** and in the location specified in the Invitation of tender. The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The tender's names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19. Clarification of Tenders

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

2.20. Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 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
- 2.20.3 The Procuring entity may waive any minor informality or non-

conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

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

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

2.21. Conversion to single currency

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

2.22. Evaluation and Comparison of Tenders

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

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

(a) operational plan proposed in the tender;

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

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

Operational Plan

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

Deviation in payment schedule

Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price.

Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

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

2.23. Contacting the Procuring entity

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

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

2.24. Post-qualification

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25. Award Criteria

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

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

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

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

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

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

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

2.27. Procuring entity's Right to Vary quantities

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

2.28. Notification of Award

- 2.28.1 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.
- 2.28.2 The notification of award will constitute the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the unsuccessful tenderers shall be notified that their tenders have been unsuccessful.
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.29. Signing of Contract

- 2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.29.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.29.3 The contract will be definitive upon its signature by the two parties.
- 2.29.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.30. Performance Security

- 2.30.1 The successful tenderer shall furnish the performance security in accordance with the Appendix to instructions to tenders, in a form acceptable to the Procuring entity.
- 2.30.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

2.31. Corrupt or Fraudulent Practices

- 2.31.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.31.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question
- 2.31.3 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 TENDERERS

Appendix to instructions to Tenderers

The following information for supply of fuel for leased motor vehicles Phase V shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the Instructions to Tenderers.

ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
2.1.1	All interested tenderers are eligible: Open Tender
2.4.1	The address for requesting clarification is: The National Treasury Treasury Building Harambee Avenue, Nairobi 6 th Floor, Room 619 P.O. Box 30007 - 00100, Nairobi Tel: +254-20-2252299 Email: procurement@treasury.go.ke
2.6.1	The Language of all correspondence and documents related to the Tender is: English
2.9.3	The price shall be: The pump price shall be the prevailing fixed pump price regulated by Energy and Petroleum Regulatory Authority less the discount offered by the bidder.
	Alternative Tenders to the requirements of the Tender documents shall Not be permitted
2.10.1	Price shall be quoted in Kenya Shillings
2.12.2	The Tender Security shall be; Kenya Shillings One Million and Five Hundred Thousand (KShs. 1,500,000.00) from a reputable financial institution in Kenya valid for 30 days beyond the Tender Validity period.
2.13.1	The Tender validity period shall be 180 days .
2.14.1	The number of copies of the Tender to be completed and returned shall be: One (1) original and Five (5) copies.
2.16.1	Tender shall be submitted to The Principal Secretary, The National Treasury Treasury Building, Harambee Avenue P.O. Box 30007 - 00100, Nairobi The deadline for bid submission is: Date: Wednesday 18th November, 2020 Time: 11.00 a.m.

2.19.1	<p>The Tender opening shall take place at: The National Treasury Treasury Building, Harambee Avenue, Nairobi - Kenya 6th Floor Conference Room Date: Wednesday 18th November, 2020 Time: 11.00 a.m.</p>
2.20.1	<p>The Preliminary Examination and Responsiveness</p> <p>Bidders <u>MUST</u> submit the following documents (Mandatory Requirements):</p> <ol style="list-style-type: none"> 1. Certified copy of Certificate of Incorporation or Certificate of Registration 2. Copy of Valid copy of Current Tax Compliance Certificate 3. Duly filled, signed and stamped Confidential Business Questionnaire 4. Certified copy of County Government Single Business Permit 5. Copy of certificate of Confirmation of Directors and Shareholding (CR 12) (Issued within the last 12 Months to Tender Opening Date) 6. Certified copy of Operating License from relevant authorities -Energy and Petroleum Regulatory Authority- (EPRA) 7. Certified copy of license from National Environmental Management Authority (NEMA), 8. Duly filled, signed and stamped Pre Bid Conference Attendance Form. 9. Original Bid Security of Kenya Shillings One Million and Five Hundred Thousand Only (Kshs. 1,500,000.00) from a reputable Financial Institution in Kenya valid for 30 days beyond Tender the Validity period. 10. Duly filled, signed and stamped Price Schedule 11. Duly filled, signed and stamped Form of Tender 12. Duly filled, signed and stamped Self-Declaration Form that the Tenderer is Not Debarred by the Public Procurement Regulatory Authority (PPRA) 13. Duly filled, signed and Stamped Self Declaration form that the Tenderer will not engage in any Corrupt or Fraudulent Practice. 14. The bid document “Original” and “Copies” must be sequentially paginated / serialized including all attachments 15. Power of Attorney giving the name of the person who should be signing the bid, authorizing him to submit / execute the agreement as a binding contract. 16. Submit the required number of copies of the Tender Document i.e. One (1) original and Five (5) copies 17. Submit a comprehensive plan on local content, transfer of technology, skills and knowledge through training, mentoring and participation of Kenyan citizens. 18. Submit a comprehensive commitment that the bidder shall reserve at least seventy-five percent (75%) employment opportunities for Kenyan citizens for services, of which not less than twenty percent (20%) shall be reserved for Kenyan professionals at management level.

	<p>NOTE:</p> <ol style="list-style-type: none"> 1. All Copies to be certified by a Commissioner of Oaths. 2. All bidders who participate in the pre bid conference shall be required to obtain a pre bid conference certificate duly authorized from the Supply Chain Management Unit, Treasury Building, Harambee Avenue, Nairobi, 6th Floor Room 619 on Wednesday 4th November, 2020 during official working hours. The Certificate shall be submitted alongside the Tender Document. <p><i>AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER</i></p>
2.21.1	Prices shall be quoted in: <i>Kenya Shillings</i>
2.22.1	<p>Evaluation and Comparison of Tenders</p> <p>The bidder <u>MUST</u> submit a comprehensive document of his plan/proposal on how leased vehicles in the under listed towns or their environs and regions/areas shall be provided with fuel without travelling for long distances to fuel their fleet. The Maximum distance to obtain fuel should be at least 50 Km (To and from the administrative centres). The responsibility of providing non adulterated fuel shall be with the Service Provider whether leased or otherwise.</p> <p>Providers must provide a commitment to meet the resultant cost of damaged engine associated with the consumption of adulterated fuel provided by the Service Provider.</p> <p>Provide an insurance cover against the damage to the engine for use or adulterated fuel.</p> <p>A. Main Fuel service stations/outlets per region</p> <p>The bidder <u>MUST</u> have a <u>minimum of five (5 No.)</u> fuel service stations/outlets spread throughout in each of the under listed towns or their environs; These fuel service stations/outlets can either be owned or be contracted:</p> <ol style="list-style-type: none"> i. Nairobi ii. Mombasa iii. Kisumu iv. Eldoret v. Nakuru <p>B. Fuel Service stations/outlets from other branches</p> <p>The bidder <u>MUST</u> have a <u>minimum of three (3 No.)</u> fuel service</p>

	<p>stations/outlets spread throughout in each of the under listed towns/region or their environs; These fuel service stations/outlets can either be owned or be contracted:</p> <ul style="list-style-type: none"> (i) Lower Eastern region covering Mwingi, Kitui, Makueni areas (ii) Lower Nyanza region covering Kisii, Migori, Homa bay areas (iii) Upper Eastern region covering Embu, Meru, Nanyuki, Isiolo areas (iv) Tsavo region covering Voi, Taveta, Mtito Andei, Kibwezi areas (v) Western Region covering Kakamega, Busia, Bungoma, Vihiga. Kitale areas (vi) Central Region covering Nyeri, Murang'a, Nyahururu areas (vii) Lower Rift, covering Kajiado, Bomet, Kericho, Narok areas <p>C. Fuel Service stations /outlets for Arid and Semi-Arid areas</p> <p>The bidder <u>MUST</u> have a <u>minimum of One (1 No.)</u> fuel service stations/outlets spread throughout in each of the under listed town/areas/regions or their environs; These fuel service stations/outlets can either be owned or be contracted: These areas are the regions which are vast in area but thinly populated.</p> <p>The areas are divided into the following regions;</p> <ul style="list-style-type: none"> (i) Upper North eastern, covering Wajir, Mandera, El Wak areas (ii) Upper North, covering Marsabit, North Hor, Moyale, Laisamis, Banya areas. (iii) Upper Coast, covering Hola, Garsen, Lamu, Kiunga areas (iv) Upper Rift, covering Lodwar, Lokichogio, Lokichar, Mararal, Baragoi, Kapenguria areas (v) Lower North eastern, covering Garissa, Liboi, Modogashi areas
	<p>TOTAL POINT APPORTIONING.</p> <p>Apportioning of total points for Technical Evaluation is similar to all bidders, and scoring will be on account of bidder's ability to prove compliance to requirements.</p> <p>The tenderer <u>MUST</u> provide/submit the required information and details</p> <p>The tenderer <u>MUST</u> score a <u>minimum of 75%</u> in the Technical Evaluation to be considered for the Financial Evaluation.</p> <p>Evaluation at this stage will be through assigning of points. A bidder will get a maximum of 100%. Points will be deducted for every deviation and a bidder scoring 75 points or more will be considered Technically Responsive.</p>

Evaluation Criteria Matrix Fuel			
S/No	Description	Detailed Requirements	Max Scores (%)
1.	Branch Networks	<p>A. Main Fuel service stations/outlets per region</p> <p>or environs. (5-8) Stations - 2 marks for each region with More than 8 Stations</p> <ul style="list-style-type: none"> i. Nairobi ii. Mombasa iii. Kisumu iv. Eldoret v. Nakuru <p>B. Fuel service stations/outlets in other regions</p> <p>(3-5) Stations = 2.5 marks for each region with More than 5 Stations</p> <ul style="list-style-type: none"> i. Lower Eastern region covering Mwingi, Kitui, Makueni areas ii. Lower Nyanza region covering Kisii, Migori, Homa bay areas iii. Upper Eastern region covering Embu, Meru, Nanyuki, Isiolo area iv. Tsavo region covering Voi, Taveta, Mtito Andei, Kibwezi areas v. Western Region covering Kakamega, Busia, Bungoma, Vihiga, Kitale areas vi. Central Region covering Nyeri, Murang'a, Nyahururu areas vii. Lower Rift, covering Kajiado, Bomet, Kericho, Narok areas <p>C. Fuel service stations/outlets for Arid and Semi Arid areas. (1-3) Stations = 2.5 marks for each region with More</p>	40

			<p>than 3 Stations</p> <ol style="list-style-type: none"> i. Upper North eastern, covering Wajir, Mandera, El Wak areas. ii. Upper North, covering Marsabit, North Hor, Moyale, Laisamis, Banya areas. iii. Upper Coast, covering Hola, Garsen, Lamu, Kiunga areas. iv. Upper Rift, covering Lodwar, Lokichogio, Lokichar, Mararal, Baragoi areas. v. Lower North eastern, covering Garissa, Liboi, Modogashi areas. 		
	2.	Empowerment and Job Creation	<p>Job creation: Demonstrate how the firm is going to transition through supporting of the local Petrol Stations in ensuring that by the end of the lease period to ensure that at least 40% of the materials are locally produced / manufactured from the local industries per county as follows;</p> <ul style="list-style-type: none"> • Provide transition plan on how the firm shall support the local petrol stations during the leasing period to achieve at least 40% local content. – 3 marks • Submit a local content plan including materials that will be used to distribute and supply the fuel e.g. oil, lubricants etc. – 3 marks • Commitment that the materials shall be sourced locally – 2 marks • Number of networks to be set up to support the industry during the leasing period – 2 marks 	20	
	3.	Technological, Skills and Knowledge Transfer	<ul style="list-style-type: none"> • Submit Training plan and schedule for training of technical staff and pump attendants etc – 5 Marks 	10	

			<ul style="list-style-type: none"> • Period of internship for 3 months each year for at least 3 Pax per County. Attach a commitment letter - 5 Marks 		
	4.	Local Content	<p>Provide detailed commitment in developing industry partnerships including the following;</p> <ul style="list-style-type: none"> • Demonstrate how skills transfer will be done – 5 marks • Disclosure(s) of local content and forward and backward linkages – 3 marks • Demonstrate how Youth, Women and Persons with Disability will benefit during contract execution – 2 marks <p>This should include but not limited to detailed demonstration of how local content (sustainable promotion and support of local industry) for instance on labour, support services and capacity building will be implemented during contract execution</p>	10	
	5.	Company Experience and financial capability	<ul style="list-style-type: none"> • Provide at least Three (3) contracts of similar scope, nature and value for the past Five (5) years. Submit orders, contracts etc – 3 Marks • Provide Three (3) recommendation letters for satisfactory performance. At least One (1) reference letter must be from the Public Sector for the last Three (3) years. – 3 Marks • Average Annual Turnover: Minimum average annual turnover of Kenya Shillings Five Million (Ksh. 5million) per year within the last Three (3) years (Attach audited account for the last Three (3) years. – 2 Marks 	10	

		<ul style="list-style-type: none"> Financial Resources: The Tenderer must demonstrate availability of liquid assets. – 2 Marks <p>Liquidity ratio (Current Assets / Current Liabilities).</p> <p>Liquidity ratio equal to 20% - 2 Marks</p> <p>Liquidity ratio below 20% - 0 marks</p>	
6.	Innovation and continuous improvement	<p>Bidders are required to propose any other innovation, improvement of the Provision of fuel for the Motor Vehicle Leasing Programme that may steer economic growth in the industry in particular and other sectors of the economy in all the 47 counties to support Buy Kenya Build Kenya and vision 2030</p> <p>Tenderers are encouraged to provide / propose solutions which are quantifiable, measurable, specific and achievable within the set timelines during the leasing period.</p>	10
7.		Totals	100
<p>The pass mark shall be 75%.</p> <p>All bidders who will attain 75% and above shall be considered for Financial Evaluation</p>			

The Evaluation Committee may conduct due diligence visits to the bidders' offices and fuel service stations/outlets to verify the information provided among others.

Stage 3. Financial Evaluation

All bidders who will attain 75% and above shall be considered for Financial Evaluation

The bidder(s) shall submit evidence of capability to access credit facility of **Kenya Shillings One Hundred and Fifty million (KShs. 150,000,000) per month for at least Three (3) Months.**

This is a framework agreement where fuel shall be ordered 'as and when' required basis.

The framework agreement shall be awarded to multiple bidders based on prevailing pump price regulated by Energy and Petroleum Regulatory

	<p>Authority subject to the <u>discount offered by the bidder.</u></p> <p>Bidder are required to indicate the discount offered on the prevailing pump prices.</p> <p><u>DETAILS OF FUEL SERVICE STATIONS/OUTLETS</u></p> <p>The bidder MUST submit a detailed list of ALL fuel service stations/outlets located country wide. The fuel service stations/outlets can either be owned or be contracted.</p> <p>The following details MUST be provided for all fuel service stations/outlets.</p> <ul style="list-style-type: none"> (a) Fuel service station's/outlets name, size, telephone contact and address (b) Ownership details, whether owned or contracted (c) Copies of the Current and valid Contracts between the outsourced or contracted fuel service stations/outlets and the bidder. (d) Physical Location; <ul style="list-style-type: none"> (i). Town/area, (ii). Building (iii). Road/Street (e) Name, telephone contact, email of a Senior staff working at the fuel service stations/outlets (f) Capacity: <ul style="list-style-type: none"> (i). Fuel storage capacity (ii). No. of Staff (iii). Equipment /Facilities (iv). Other Services/actives offered at the stations (g) Logistical arrangements on how the bidder intend to carry out the fuel service contract e.g. access to credit facility among others, arrangement with financial institutions, human, infrastructure and logistic investments,
<p>2.24</p>	<p>Post- qualification may "<i>be undertaken</i>" <i>yes</i></p> <p>The evaluation committee may conduct due diligence visits to the bidders' offices, fuel service centers to verify the information provided among others as procuring entity may require.</p>
<p>2.25.1</p>	<p>Award Criteria</p> <p>This is a framework agreement where fuel shall be ordered 'as and when' required basis.</p> <p>Award shall be based on the LOT basis</p> <p>Where more than one (1) bidder qualifies for recommendation of award, such bidders shall be considered for award of a maximum of Four (4) lots (i.e. 2 lots per each cluster).</p> <p>Bidders shall be considered for award of a maximum of 4 lots, however if</p>

	only one bidder qualities for award, such bidder shall be considered for award of all the lots for both clusters.
2.30.1	<p>Submit Performance Security Guarantee Particulars of performance security if applicable. - Kshs. 5,000,000.00 from a reputable a reputable financial institution for the duration of the lease term.</p> <p>** The performance bond shall have to be in place for the duration of the lease term that can be recalled should there be infringement / deviation from the execution of the commitment made as presented during the tendering process. Non- compliance report from the M & E team will be the basis used by the procuring entity to recall the bond and contract termination.</p>

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

- 3.1.1 In this Contract, the following terms shall be interpreted as indicated:
- a. "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - b. "The Contract Price" means the price payable to the procuring entity under the Contract by the tenderer for the full and proper performance of the contractual obligations
 - c. "The Procuring entity" means the organization offering the particulars of the tender under this Contract
 - d. "The Contractor" means the organization or firm procuring the particulars of tender under this Contract.
 - e. "GCC" means the General Conditions of Contract
 - f. "SCC" means the Special Conditions of Contract
 - g. "Day" means calendar day

3.2 Application

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

3.3 Standards

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

3.4 Use of Contract Documents and Information

- 3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
- 3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all

copies) to the Procuring entity on completion of the contractor's performance under the Contract if so required by the Procuring entity.

3.5 Patent Rights

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

3.6 Performance Security

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

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

3.6.3

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

- a) Cash.
- b) A bank guarantee.
- c) A letter of credit.

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

3.7 Delivery of services and Documents

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

3.8 Payment

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

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

3.9 Prices

- 3.9.1 Prices charged by the procuring entity for particulars provided under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the Contractor in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contract not exceeds one year (12 months)
- 3.9.3 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.
- 3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.10 Assignment

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

3.11 Termination for Default

- 3.11.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:
- (i) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
 - (ii) If the Contractor fails to perform any other obligation(s) under the Contract
 - (iii) If the Contractor in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- 3.11.2 In the even the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services.

However the contractor shall continue performance of the contract to the extent not terminated.

3.12 Termination for insolvency

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

3.13 Termination for convenience

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

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

3.14 Resolution of Disputes

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

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

3.15 Governing Language

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

3.16 Applicable Law

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

3.17 Force Majeure

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

3.18 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 Special condition of contract shall supplement the General Conditions of Contract. Whenever 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 as relates to the GCC.

General conditions of contract reference	Special conditions of contract
3.6	Specify performance security: Particulars of performance security if applicable. - Kshs. 5,000,000.00 from a reputable a reputable financial institution for the duration of the lease term. ** The performance bond shall have to be in place for the duration of the lease term that can be recalled should there be infringement / deviation from the execution of the commitment made as presented during the tendering process. Non- compliance report from the M & E team will be the basis used by the procuring entity to recall the bond and contract termination
3.8	Payments will be as follows: The invoice will be received and honored on a monthly basis.
3.9	Specify price adjustments allowed. At the prevailing pump price less discount offered
3.14	Specify resolution of disputes: Any dispute arising out of the contract which cannot be amicably settled between the parties shall be referred by either party to the Nairobi Centre for International Arbitration.
3.17	Specify applicable law. Laws of Kenya
3.18	Notices shall be addressed and delivered to: The Principal Secretary The National Treasury Treasury Building, Harambee Avenue P.O. Box 30007 – 00100 Nairobi

Monitoring & Evaluation

To meet the GOK lease program objectives, the bidders shall have to demonstrate that they are adhering to passing the benefits of the leasing programme to the local economy. The Service Providers will carry out the provision of fuel including **Oil, lubricants and fuel marketing partnerships with petrol stations** among others;

- Adequate tooling and equipment sourced from local distributors.
- Employ/ engage trained technicians from NYS, or TVET institutions.
- Training and skills upgrade calendar for each of the technicians per site. This will form part of the quarterly or bi annual M&E conducted by the procuring entity.

The Procuring Entity shall undertake Monitoring and Evaluation on the centres proposed on quarterly basis for the 1st year and semi-annually in the remaining three years of the lease period.

The Contract shall be for a period of Four (4) years renewable annually upon satisfactory performance assessment by the Contract Implementation Team (C.I.T)

SECTION V - SCHEDULE OF PARTICULARS OF TENDER

PROCUREMENT OF FUEL FOR THE NATIONAL TREASURY

PART A: GENERAL DEFINITIONS

The objective of the lease programme is to support the motor industry in terms of creating opportunities for local industries by way of forward or backward linkages. In promoting local assembly of vehicles in the country, the Government has provided incentives to motor dealers through waivers, in return the industry players have obligation to deliver on the objectives attached to the incentives. During the period of the lease, the implementation of the objectives will be monitored on a quarterly basis and each bidder is expected to highlight through a well detailed proposal on how they intend to achieve improvement beyond the baseline figures provided.

Objectives are anchored in delivering key growth pillars namely;

- (i) Job creation
- (ii) Empowerment of Youth, Women & persons with disabilities through skills transfer
- (iii) Purchase of locally produced/sourced products
- (iv) Development of capacity and tertiary institution levels
- (v) Access to service at county levels
- (vi) Empowerment through sub-contracting of services and works (Economic Empowerment)

1. For purposes of this Section and appendices to this tender, the following definitions shall apply.

- (a) **“Contract Agreement”** means the proposed fuel contract to be entered into under this tender including **contract** and all its **Schedules**, addendum, annexes and **appendixes**.
- (b) **“Bidders or Companies”** means the bidders who respond to the tender for supply of fuel for leased Motor Vehicles Phase VI to The National Treasury, Ministry of Interior and Coordination of National Government; and in particular shall include bidders or companies, offering their fuel services directly to the Procuring Entity/ User Entity or contractually through fuel service centres
- (c) **“Business Day”** means a day other than a Saturday, Sunday or official public holiday in Kenya.
- (d) **“Government Representative”** means the Accounting Officer(s) of the National Treasury (the Procuring Entity), the Government’s Chief Mechanical and Transport Engineer (CM&TE), or their representative(s) authorized in writing

for the purpose of supply of fuel for leased Motor Vehicles Phase VI to the leased motor vehicles, including the fuel management unit that may be established by the Procuring Entity and/or the User Entity.

- (e) **“Contract Term”** means, in respect of any fuel service, the period commencing on the **Commencement Date** and ending on the **Termination/expiry Date**.
- (f) **“Contract Period”** means the fuel contract period(s) entered into with successful Bidders under this tender, expected to be a minimum of 4 years from the **“contract Commencement Date”**.
- (g) **“Procuring Entity”** means The National Treasury, the ordering entity on behalf of the Government of Kenya, which has primary responsibility for issuing this tender and ensuring compliance with all terms and conditions of contract contracts concluded subject to this tender.

PART B: PURPOSE

Objectives of Procuring Entity

- (h) Bidders should take cognizance of, and abide by, the Procuring Entity’s stated policy and development goals relating to the procurement of fuel for the leased motor vehicles.
- (i) For purposes of the proposed procurement of fuel, the Procuring Entity and User Entity, individually and collectively, will follow transport policy guidelines in force, including those under review and modernization where applicable.

PART C: FUEL CONTRACTS AND CONCESSIONS

Grant of contract and Access to fuel

1. The Procuring Entity under contracts and agreements entered into subject to this tender will grant to successful Bidders **right** throughout the contract to supply quality fuel to leased vehicles, and ensure quality fuel is supplied under contract subject to all **SPECIAL CONDITIONS OF CONTRACT (SCC)** agreed at the inception of the contract including in respect of security and or access restrictions imposed by the **Procuring Entity and or the User Entity on security, operational, legal and regulatory reasons**.

Acceptance of contract to fuel

The successful Bidders/Companies under this tender undertake to accept the contract throughout the contract period to supply quality fuel and ensure quality fuel is supplied under contract; and to adhere to and comply in all material respects with all **SPECIAL CONDITIONS OF CONTRACT (SCC)** agreed at the inception of the

contract, particularly in respect of security and special access restrictions Imposed by the Procuring Entity and or the User Entity for security, operational, legal and regulatory reasons.

Scope of contract

2. Bidders undertake to accept that the contract, and all schedules entered into thereto, shall cover all the Provision of fuel to leased vehicles.

Approved User

3. The Procuring Entity designates the Ministry of Interior and Co-ordination of National Government as the User Entities under this tender and any contracts that may be subsequently entered into herein. The Entities include the National Police Service, National Government Administration Officers, Kenya Prisons Service, NTSA etc and any other Government Entities

Eligible Users

4. The Procuring Entity delegates to the Accounting Officer of the User Entity and the Approved User the powers and authority to appoint **Eligible Users**, including but not limited to directors, senior officers, staff and drivers; for provision of, and assignment to, fuel of leased vehicles for use in the ordinary course of discharging their official duties under the same terms, conditions and restrictions that would apply to vehicles owned by Government.

Approved fuel

5. The Procuring Entity has set out that supplied fuel shall be that Approved by respective competent authority i.e. Energy and Petroleum Regulatory Authority and acceptable quality fuel meeting the international standards.

Warranties by the Bidder/ Company and fuel

6. Bidders should state all warranties to be provided on fuel whether directly or from the manufacturers where applicable. Bidders should also provide indemnity in case of adulterated fuel. The cost of damage of the engine to be incurred by the Service Provider.

PART D: FUEL AND THE CONTRACT BUSINESS

Fuel Orders

7. The Government reserves the right to determine the quantity of fuel that shall be ordered under any time without reference to any minimum, but will be guided by the policy and considerations of economic, financial and operation aspects, economies of scale, volume advantages and discounts and policy considerations set out in this tender.

Initial Fuel

8. All fuel, brand and types offered and supplied under this tender shall be **Quality original Fuel** and the **Latest brand and types** specified by the Manufacturer(s) for the Kenya's market, or the **latest brands/ types** available that conform to the features, specifications and modifications specified by the Manufacturer(s) for the Kenya's market, as the case may be.

Delivery of initial Fuel

9. All deliveries shall be made in accordance with the **Schedule of fuel** at such official locations, fuel service centres, dates and times as the **Procuring Entity/User Entity** shall specify or request in writing.

Contents of Fuel

10. All fuel orders shall be made on contract schedules incorporated into or prepared pursuant to, signed contract.

Cancellation of Orders

11. All cancellations of orders shall be subject to the clauses on contract termination and or by mutual agreement of the parties

Notification and Orders

12. The successful bidders and /or fuel provider/ dealers shall notify the Government Representative or the contract Management Unit established by the Procuring Entity and User Entity of the Costs of the fuel to be supplied.

Fuel and Specification of Fuel

13. Bidders shall endeavor to adhere strictly to the schedule of fuel Specifications and Requirements and deliver at all times the standard fuel recommended by the Manufacturer (with minimal customization, features and modifications), provided this shall not prevent approved users from specifying good quality fuel.

Delivery of Fuel

14. Successful bidders shall be notified of the delivery details for purposes of delivery of fuel

Supply of Fuel to fuel Service stations

15. Bidders will be responsible for ensuring there is adequate supply of fuel in the respective fuel stations/outlets located in town, areas, regions where leased

vehicles will be in operation.

Eligible Users

16. Eligible Users of fuel shall be determined by the **Procuring Entity and or the User Entity**.

PART E

Licenses, Permits and Inspections

17. Permits, licenses and all legal requirements and inspections required by law, including approvals by relevant authorities shall be the responsibility of Bidders/ Companies at their cost. Bidders shall ensure that the fuel stations/outlets have ALL relevant government approvals.

PART F ORDERS

18. The Local Purchase Order (LPO) or Local Service Order (LSO) number should be indicated by successful Bidder(s) and appear on all correspondences and invoices where applicable.

PART G: APPLICABLE TAXES AND LABOR LAWS

19. Bidders/ Companies shall comply with all **applicable tax and labor laws**.

PART H: CONTRACT PRICING, FINANCING AND PAYMENTS

Contracts Installments and Payments

20. Bidders accept that the **Procuring Entity and or the User Entity's** liability to make periodic payments for fuel shall accrue from the Commencement Date.
21. The **Procuring Entity and the User Entity** undertake to make periodic fuel payments due and payable:
 - a. Monthly basis upon submission of an Invoice and confirmation by the Users and Contract Implementation Team.
 - b. By Electronic Funds Transfer (EFT) direct into an approved account of, and in the name of , the Bidder, that shall be advised to the Government Representative in writing by at least TWO duly Authorized Officers of the Bidder holding the ranks of Chief Executive Officer, Chief Financial Officer, Company Secretary or equivalent.

22. Bidders accept that the payment of fuel in full do not waive, modify or cancel **Procuring Entity and or the User Entity's** rights to recover monies due to, payable or reimbursable to it on termination of fuel Contracts for non-performance or and material breaches by Bidder of the fuel contracts, upon which written notice shall be given at least 30 days in advance of such determination of material breach on non-performance.

Fuel Financing Costs

23. Bidders undertake to ensure that periodic fuel payments remain fixed over the duration of the contract period or as both parties may agree.

Prompt payments to third parties on services relating to fuel

24. Bidders undertake to make payments promptly when due and payable, to third-party suppliers, subcontractors and staff in respect of goods and services supplied to, and which are integral to, performance under the fuel contracts the subject of this TENDER, including providers of finance and insurance.

Acquisition of additional fuel for additional vehicles under similar terms and conditions

25. The Procuring Entity and or the User Entity requires that if throughout the proposed fuel contract(s), the entities wish to lease additional vehicles for any departments and locations within the country, then the Procuring Entity would be permitted to do so without having to negotiate new contracts and rewrite the contract to accommodate the additional vehicles.

Fuel Term(s)

26. The **Procuring Entity and or the User Entity** reserves the right to determine the FUEL TERM(s), based on the responses and submissions received, subject to contract Term of 4 years as a minimum.

Extensions of fuel Term(s)

27. The **Procuring Entity and or the User Entity** reserves the right, and Bidders agree, to add additional fuels during the term of contract agreements, and upon expiry of contract terms, to exercise the option to extend the contract agreements for a maximum period of three (3) years in one (1) year increments of contract terms; and will advise Bidder in writing of their intentions not less than 30 days to the expiry of the contract terms.
28. Bidders must state agreement to offer the option of extending fuel contracts upon the same terms and conditions as the contract agreement for a maximum period of three (3) years in one (1) year increments of contract terms.

29. Prices must remain valid and in effect for the contract term which shall be Four (4) years where applicable

Price Increases during contract Term

30. The **Procuring Entity and or the User Entity** will not expect or permit discount variations for the fuel contracts executed under this tender over the first twelve (12) months from the date of signing the fuel contract agreement. Applicable local laws shall be utilized for future price adjustment thereafter.
31. The **Procuring Entity and or the User Entity** would like to take advantage of, and encourages bidders to offer to it, fuel dealers/Vendors promotions, price decreases, rebates or new technologies and advantages available during the contract agreement term. Bidders should detail their companies' or Group's strategy related to future pricing or new technologies.

Freight Charges and Delivery Destination Charges

32. No awards will be made to bidders quoting extra charges for freight, delivery and destination charges, including adjustments for fluctuations in foreign exchange and or interest rates.

Contract awards on per lot (s) basis

33. The fuel contracts shall be awarded on a per lot (s) basis, based on the discounted prevailing pump prices as set out by the Energy and Petroleum Regulatory Authority.
34. The determination of awards on a PER LOT(S) basis will be determined by the **Procuring Entity** in its in conformity with the criteria set out in the bid document.

PART I: FUEL RECORD AND MAINTENANCE

35. Bidders shall keep full, complete and accurate records of fuel to leased vehicles; and such records and reports derived thereon, which collectively shall form a fuel delivery history; shall be submitted and on request to the Government Representative for monitoring.

Fuel Service Stations (Service Locations)

36. Bidder shall provide respective required details in respect of fuel service stations to leased vehicles:
- (i). Locations of facilities/fuel stations, giving full name(s), addresses, locations and details of designated contacts;

- (ii). Key Service and maintenance managers, supervisors and service personnel giving brief statements of qualifications and training;
- (iii). Bidders should indicate ability and willingness to provide dedicated fuel service facilities, personnel, equipment given the anticipated scale of the fuel services requirements under the proposed contracts, if required, and likely investment requirements.

Standard of Service and Maintenance Performance

- 37. Bidders undertake that all fuel service carried under the fuel contracts at their premises, by their agents and servants, or under their orders or control by appointed agents and authorized third parties, shall be of the highest standard and professionalism.

Rights of inspections

- 38. The Procuring Entity/ User Entity or its Authorized Agent(s), including the Government Representative and Approved Users, reserves the right to inspect Bidder's premises, including fuel service facilities, at any time without prior notice of the visit
- 39. Bidder shall permit the Procuring Entity/ User Entity, its Authorized Agent(s), the Government Representative and/or Approved Users to inspect any and all fuel services actually carried out by the Bidder and shall not in any way prevent and / or obstruct the aforesaid from doing so.
- 40. All complaints on fuel services shall be raised in writing with the Bidder within 7 days of the leased vehicles leaving Bidders service premises. Bidders shall make reasonable efforts to address the complaints.
- 41. Bidders shall notify Procuring Entity/ User Entity promptly of cases where complaints arise from poor quality fuel among others.

Compliance with Regulations:

- 42. Bidders shall ensure that no fuel service is carried out in any way contrary to any Government or Environmental Regulations, including modifications that contradict the same.
- 43. Bidders undertake to ensure adherence to all relevant licensing, labor and environmental regulations in its fuel service premises.

Fuel Service under Exceptional Circumstances

- 44. In exceptional or emergency cases Bidder and the Procuring Entity/ User Entity shall agree on the best way to fuel leased vehicles.

PART J: FLEET MANAGEMENT

45. Fleet management services shall be the responsibility of the Procuring Entity/User entity, but the relevant information shall be availed to the Bidder. The fleet management services shall include: as a minimum, equipment, tools, gadgets and systems, including fleet management information systems, for measuring, monitoring, controlling and/or reporting the following:

- i) Fuel usage
- ii) Fuel theft/fraud
- iii) Fuel wastage
- iv) Adulterated fuel
- (iv). Any other information that the Procuring Entity/User entity may find necessary from time to time.

PART K: DEFAULT AND TERMINATION

46. Bidders should indicate, and include in their TENDER responses, the proposed provision that may apply or cover the standard clauses and provision indicated below from the general terms of contracting.

- (a) Force Majeure
- (b) Breaches by the Bidders/Companies
- (c) Breaches by the Government or Procuring Entity
- (d) Other Consequences of Termination
- (e) Contract Termination
- (f) Disputes and resolution

PART L: MISCELLANEOUS

Confidential Information

47. Bidders and the Procurement Entity/User Entity undertake not to disclose confidential information about each other or information about the fuel service contracts without the consent of the other unless that information becomes publicly available; disclosure is required by law; or disclosure is permitted by either party to entities or parties participating in the fuel contracts with the provision that the third party also undertakes to comply fully with this confidentiality clauses.

Terms and conditions of the tender to form part of fuel service contract

48. Bidders are deemed to accept all terms and conditions of this TENDER which shall be incorporated into the Bidder's proposal submission. It is the Procuring Entity/User Entity intention that the Terms and Conditions stated in this TENDER and the successful Bidder's response to this TENDER will form the contract between Procuring Entity/User Entity and the successful bidder(s)
49. Bidders must indicate in their proposals, all material or significant changes, additions or modifications to the terms and conditions in this TENDER and highlight these in a prominent manner, font and/ special presentation (for example by using a different color) that will draw attention of the Procuring Entity.
50. Any conflict in the wording of the Bidder's Proposal submission and the wording of the terms and conditions of this TENDER shall be resolved in favor of the Procuring Entity and shall be deemed to be incorporated into the Bidder's Proposal submission.

Bidders' duty and responsibility on accuracy and completeness

51. While the Procuring Entity/User Entity has used considerable efforts to ensure an accurate representation of information in this TENDER document, the information contained herein is contained solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the Procuring Entity/User Entity, nor is it necessarily comprehensive or exhaustive. Nothing in this bid document is intended to relieve Bidders from forming their own opinions and conclusions in respect to the matters addressed in this TENDER document.

Responsibility for Greening of the Government fuel service

52. Bidders should have regard to, and make provisions for, reducing the environmental impact of the fuel service; including '*Greening*' consistent with the global environmental trends and including specific measures in the lifecycle of fuel in mitigating the adverse impacts of climate changes.

Bidders Responsibility for Developing Industry Partnerships and Skills Transfer

53. Bidders should actively seek and work with **Youth, Women, Persons with Disabilities and Local Partners** to encourage local content, skills transfer and capacity building at all stages in the lifecycle of fuel service including the acquisition, servicing, financing, insurance and management of the fuel service stations, and present specific measures and or provisions in their Bid that takes these specific requirement into account.

Bidders Disclosure(s) of Local Content and forward and backward linkages

54. Bidders shall disclose, in sufficient detail to enable the Procuring Entity/User Entity to ascertain a broad local content percentage, the items and goods and services that shall be sourced locally (as a percentage of the overall fuel contract cost bundle) so as to create strong backward and forward linkages between the fuel, services and manufacturing sectors and local enterprises including SMEs. These shall include disclosures on the use of locally available labor (**including a minimum of 30% on Youth, Women and Persons with Disabilities**) services and goods; use of local textiles and furniture enterprises (for example in fuel stations, upholstery among others. The Procuring Entity explicitly seeks to promote, through supply of fuel, increased participation of domestic industry in driving growth, creating jobs and diversifying the country's exports increased participation of domestic enterprises, and greater local content, may form part of the evaluation criteria and will assist the Procuring Entity/User Entity to extend and widen supply of fuel to other public entities.

55. The tender has been divided into the following lots

The Provision of Fuel shall be based on the following **LOTS**;

Lots	Description
1.	Nairobi Region
2.	Coast Region
3.	Rift Valley Region
4.	Western Region
5.	Nyanza Region
6.	Eastern Region
7.	North Eastern Region
8.	Central Region

CLUSTER A	CLUSTER B
1. Nairobi Region	1. Coast Region
2. North Eastern Region	2. Western Region
3. Nyanza Region	3. Rift Valley Region
4. Eastern Region	4. Central Region

NB:

1. The Contract shall be for a period of Four (4) years renewable annually upon satisfactory performance assessment by the Contract Implementation Team (C.I.T)
2. Award shall be based on the LOT basis
3. Where more than one (1) bidder qualifies for an award, the bidders shall be considered for award of a maximum of Four (4) lots (i.e. 2 lots per each cluster).
4. Bidders shall be considered for award of a maximum of **4 lots**, however if only one bidder qualifies for award, such bidder shall be considered for award of all the **LOTS**.

SECTION VII - STANDARD FORMS

FORM OF TENDER

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of _____ equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by *(Procuring entity)*.

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business ,.....

Registration Certificate No.

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

Name of your bankers Branch

	Part 2 (a) – Sole Proprietor																														
	Your name in full Age																														
	Nationality Country of origin																														
	• Citizenship details																														
	Part 2 (b) Partnership																														
	Given details of partners as follows:																														
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizenship Details</th> <th style="width: 10%;">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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	Part 2 (c) – Registered Company																														
	Private or Public																														
	State the nominal and issued capital of company-																														
	Nominal Kshs.																														
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1.																											
2.																											
3.																											
4.																											
5.																											
	Date Signature of Candidate																														
	Seal/Stamp																														

PRICE SCHEDULE OF FUEL AND OTHER ITEMS

The Provision of Fuel shall be based on the following regions;

Lots	Description
1.	Nairobi Region
2.	Coast Region
3.	Rift Valley Region
4.	Western Region
5.	Nyanza Region
6.	Eastern Region
7.	North Eastern Region
8.	Central Region

CLUSTER A	CLUSTER B
1. Nairobi Region 2. North Eastern Region 3. Nyanza Region 4. Eastern Region	1. Coast Region 2. Western Region 3. Rift Valley Region 4. Central Region

NB:

1. The Contract shall be for a period of Four (4) years renewable annually upon satisfactory performance assessment by the Contract Implementation Team (C.I.T)
2. Award shall be based on the LOT basis
3. Where more than one (1) bidder qualifies for an award, the bidders shall be considered for award of a maximum of Four (4) lots (i.e. 2 lots per each cluster).
4. Bidders shall be considered for award of a maximum of **4 lots**, however if only one bidder qualifies for award, such bidder shall be considered for award of all the **LOTS**.

LOT 1: NAIROBI REGION

No.	Item description	Unit of Issue	Quantity	Unit Price (KShs.) – Discount applicable on recommended pump price by the EPRA
1.	Premium Fuels	Litres	As and When Required	
2.	Diesel	Litres	As and When Required	
3.	Cost of fuel cards	No.	As and When Required	Free
4.	Cost of replacing a fuel card (where applicable)	No.	As and When Required	

5.	Bidders should indicate detailed Schedules of other oils / lubricants that may be consumed on request and their prices	No	As and When Required	
----	--	----	----------------------	--

Prices to be inclusive of all taxes

Signature of tenderer _____

LOT 2: COAST REGION

No.	Item description	Unit of Issue	Quantity	Unit Price (KShs.) – Discount applicable on recommended pump price by the EPRA
1.	Premium Fuels	Litres	As and When Required	
2.	Diesel	Litres	As and When Required	
3.	Cost of fuel cards	No.	As and When Required	Free
4.	Cost of replacing a fuel card (where applicable)	No.	As and When Required	
5.	Bidders should indicate detailed Schedules of other oils / lubricants that may be consumed on request and their prices	No	As and When Required	

Prices to be inclusive of all taxes

Signature of tenderer _____

LOT 3: RIFT VALLEY REGION

No.	Item description	Unit of Issue	Quantity	Unit Price (KShs.) – Discount applicable on recommended pump price by the EPRA
1.	Premium Fuels	Litres	As and When Required	
2.	Diesel	Litres	As and When Required	

3.	Cost of fuel cards	No.	As and When Required	Free
4.	Cost of replacing a fuel card (where applicable)	No.	As and When Required	
5.	Bidders should indicate detailed Schedules of other oils / lubricants that may be consumed on request and their prices	No	As and When Required	

Prices to be inclusive of all taxes

Signature of tenderer _____

LOT 4: WESTERN REGION

No.	Item description	Unit of Issue	Quantity	Unit Price (KShs.) – Discount applicable on recommended pump price by the EPRA
1.	Premium Fuels	Litres	As and When Required	
2.	Diesel	Litres	As and When Required	
3.	Cost of fuel cards	No.	As and When Required	Free
4.	Cost of replacing a fuel card (where applicable)	No.	As and When Required	
5.	Bidders should indicate detailed Schedules of other oils / lubricants that may be consumed on request and their prices	No	As and When Required	

Prices to be inclusive of all taxes

Signature of tenderer _____

LOT 5: NYANZA REGION

No.	Item description	Unit of Issue	Quantity	Unit Price (KShs.) – Discount applicable on recommended pump price by the EPRA
1.	Premium Fuels	Litres	As and When Required	
2.	Diesel	Litres	As and When Required	
3.	Cost of fuel cards	No.	As and When Required	Free
4.	Cost of replacing a fuel card (where applicable)	No.	As and When Required	
5.	Bidders should indicate detailed Schedules of other oils / lubricants that may be consumed on request and their prices	No	As and When Required	

Prices to be inclusive of all taxes

Signature of tenderer _____

LOT 6: EASTERN REGION

No.	Item description	Unit of Issue	Quantity	Unit Price (KShs.) – Discount applicable on recommended pump price by the EPRA
1.	Premium Fuels	Litres	As and When Required	
2.	Diesel	Litres	As and When Required	
3.	Cost of fuel cards	No.	As and When Required	Free
4.	Cost of replacing a fuel card (where applicable)	No.	As and When Required	
5.	Bidders should indicate detailed Schedules of other oils / lubricants that may be consumed on request and their prices	No	As and When Required	

Prices to be inclusive of all taxes

Signature of tenderer _____

LOT 7: NORTH EASTERN REGION

No.	Item description	Unit of Issue	Quantity	Unit Price (KShs.) – Discount applicable on recommended pump price by the EPRA
1.	Premium Fuels	Litres	As and When Required	
2.	Diesel	Litres	As and When Required	
3.	Cost of fuel cards	No.	As and When Required	Free
4.	Cost of replacing a fuel card (where applicable)	No.	As and When Required	
5.	Bidders should indicate detailed Schedules of other oils / lubricants that may be consumed on request and their prices	No	As and When Required	

Prices to be inclusive of all taxes

Signature of tenderer _____

LOT 8: CENTRAL REGION

No.	Item description	Unit of Issue	Quantity	Unit Price (KShs.) – Discount applicable on recommended pump price by the EPRA
1.	Premium Fuels	Litres	As and When Required	
2.	Diesel	Litres	As and When Required	
3.	Cost of fuel cards	No.	As and When Required	Free
4.	Cost of replacing a fuel card (where applicable)	No.	As and When Required	
5.	Bidders should indicate detailed Schedules of other oils / lubricants that may be consumed on request and their prices	No	As and When Required	

Prices to be inclusive of all taxes

Signature of tenderer _____

INTEGRITY DECLARATION

I/We/Messrs.....Of.....
Street/avenue, Building, P. O. Box.....Code, of
..... (town),
..... (Nationality), 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 name:

Tender No.

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

Dated this day of.....20.....

Authorized Signature.....

Official Stamp

Name and Title of
Signatory.....

NON-DEBARMENT STATEMENT FORM

I/We/Messrs..... of
.....

Street/avenue, Building, P. O. Box.....Code, of
..... (town),

..... (Nationality), Phone: E-mail
declare that

I/We /Messrs are not debarred from participating
in public procurement by the Public Procurement Oversight Authority pursuant to section 41
of the Public Procurement and Disposal Act, 2015.

Dated this day of 20.....

Authorized Signature.....Official Stamp
.....

Name and Title of
Signatory.....

TENDER SECURITY FORM

Whereas [*name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*date of submission of tender*] for the supply, installation and commissioning of [*name and/or description of the equipment*] (hereinafter called “the Tender”)
KNOW ALL PEOPLE by these presents that WE

..... of having our registered office at (hereinafter called “the Bank”), are bound unto [*name of Procuring entity*] (hereinafter called “the Procuring entity”) 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 tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

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

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

[signature of the bank]

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 the Procuring entity invited tenders for the GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of _____ [contract price in words in figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements
 - (c) the Details of cover
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity's Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

LETTER OF ACCEPTANCE/NOTIFICATION OF AWARD

[to be printed on the Letterhead of the Procuring Entity]

[date]

To: *[name and address of the Supplier]*

Re: Letter of Acceptance/Notification of Award

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data Sheet]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us and it is our intention to proceed to make a written contract in accordance with the terms specified in the tender documents on the expiry of fourteen (14) days period from the date of this notification.

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

Yours

(Name of Accounting Officer)_
Accounting Officer/Head of Procuring
Entity

Please return a copy of this letter duly signed

Authorized Signature and Seal: _____

Name and Title of Signatory: _____

Name of Tenderers: _____

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*)
ofdated 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 of 20.....

SIGNED
Board Secretary

PERFORMANCE SECURITY FORM

To

.....
. [*name of Procuring entity*]

WHEREAS [*name of tenderer*] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____
_____ [*reference number of the contract*] dated _____ 20 _____
_____ to supply
..... [*description of goods*] (hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[*address*]

[*date*]

AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS

[Name of the principal]
who are established and reputation dealers in *[Type of business]*
having registered offices at *[Address of principal]* do hereby authorizing *[Name and address of tenderer]* to submit a tender, *[reference of the tender]* for the stated *(particulars of tender)*.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the services to be provided against this Invitation for Tenders.

[Signature for and on behalf of the principal]

Note: This letter of authority should be on the letterhead of the principal and should be signed by a competent person.

PRE BID CONFERENCE ATTENDANCE FORM

This is to certify that M/s (Name of the Tenderer) have participated in the virtual Pre – bid conference meeting held on for the (Tender Number and Tender Name)

I..... **Head, Supply Chain Management Services** and Client Representative of The National Treasury and Planning do hereby certify that

.....
(Name of tender/tenderers representative)

of.....
(Name of bidding firm and address)

Have actually attended the Pre Bid Conference Meeting for the provision of

.....
(Name of the services for which bids are invited)

This.....day of.....month.....20.....

.....
Signature **Official Stamp**

Declaration (by Tenderer)

I.....
(Name of tenderer)

Do hereby declare that we have participated in the pre bid conference virtual meeting held on for the above services.

.....
Signature **Date** **Official Stamp**