



OFFICE OF THE PRESIDENT  
MINISTRY OF INTERIOR AND NATIONAL ADMINISTRATION  
COUNTY COMMISSIONER-KERICHO COUNTY

ADDENDUM

25<sup>th</sup> July 2023

TO  
ALL INTERESTED BIDDERS,  
RE: TENDER NOTICE FOR REGISTRATION OF CONTRACTORS, SUPPLIERS AND SERVICE PROVIDERS FROM INTERESTED ELIGIBLE TENDERERS FOR THE SUPPLY OF GOODS AND PROVISION OF SERVICES FOR THE BI-ANNUAL FY - 2023/24 & 2024/25.

TENDER NO. KCO/CTY/14/2021-2023  
REGISTRATION OF CONTRACTORS FOR SUPPLY & DELIVERY OF PHARMACEUTICALS DRUGS AND NON-PHARMACEUTICALS IN KERICHO COUNTY

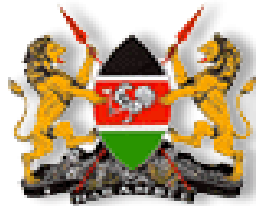
As you are aware the closing/opening date for the above mentioned tender Registration was to be on **Tuesday 1<sup>st</sup> August, 2023 at 10.00am**. However, we have extended the tender closing/opening date to **Tuesday 8<sup>th</sup> August, 2023** this is in line with section 88 of the Public Procurement & Asset Disposal Act 2015 (PP&ADA 2015)

Tender documents with detailed specifications and tendering conditions can be obtained and inspected from the Deputy County Commissioners Offices of respective Sub Counties during the normal working hours or can be viewed from [www.iterior.go.ke](http://www.iterior.go.ke) or [www.ngcdf.go.ke](http://www.ngcdf.go.ke).

Interested bidders can obtain a set of tender documents upon payment of a non-refundable fee of Kshs.1,000/= in cash at the Sub – County Treasury office or be downloaded free of charge from [www.iterior.go.ke](http://www.iterior.go.ke) or [www.ngcdf.go.ke](http://www.ngcdf.go.ke) and bring to respective offices for registration.

**SERIAL No.....**

**OFFICE OF THE PRESIDENT  
MINISTRY OF INTERIOR AND NATIONAL ADMINISTRATION**



**COUNTY COMMISSIONER-KERICHO COUNTY  
P.O BOX 19-20200 KERICHO**

**TENDER DOCUMENT**

**TENDER NO. KCO/CTY/14/2021-2023  
REGISTRATION OF CONTRACTORS FOR SUPPLY & DELIVERY OF PHARMACEUTICALS  
DRUGS AND NON-PHARMACEUTICALS IN KERICHO COUNTY**

**CLOSING DATE: TUESDAY 1<sup>ST</sup> AUGUST 2023**

**TIME: 10.00 A.M**

*All pages must be paginated*

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**SECTION I - INVITATION TO TENDER**

**Date: Tuesday 18<sup>th</sup> July, 2023**

**Reference: KCO/CTY/14/2023-2025**

**Tender Name: Registration of contractor for Supply & Delivery of Pharmaceuticals Drugs and Non-Pharmaceuticals in Kericho County**

Kericho County invites closed tenders for supply and delivery of various items for financial years 2023/2024 & 2024/2025

Interested eligible candidates may obtain further information and inspect the tender documents at Kericho Supply Chain Management Office RM15 during normal working hours (8.00 am to 5.00 P.m).

Tenderers will be required to pay in advance a non-refundable tender fee of Kshs 1,000 **per set of tender document payable in cash** at the Kericho National Treasury for which a receipt will be issued.

Tenderers must read all the instructions carefully and ensure all requirements are fulfilled failure to which the bid will be considered unresponsive.

Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender Name and Reference Number and be deposited in the Tender Box located outside Supply Chain Management Offices Room 16 at County Commissioners offices.

So as to reach them on or before **Tuesday 1<sup>st</sup> August 2023 at 10.00 AM**

Tenders will be opened immediately thereafter in the presence of candidates' representatives who choose to attend.

**NOTE:**

***The government reserves the right to accept or reject any tender in part or whole without giving***

**HEAD OF SUPPLY CHAIN MANAGEMENT SERVICES  
FOR: COUNTY COMMISSIONER-KERICHO**

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2.0.1 The following documents must be attached to your tender document as a proof of qualification for the award

- Must attach a copy of Certificate of Incorporation/Business Registration
- Must attach a copy of Valid Tax Compliance Certificate
- Must attach a copy of CR12 for Incorporated Companies and ID for directors or copies of National Identity Cards for Business Registration.
- Must attach Valid Single Business Permit Relating to service provided with Physical Location
- Attach Registration certificate for pharmacy drugs and poisons board

### **Evaluation Criteria**

The evaluation of tenders shall systematically proceed in the following stages;

#### **Mandatory Requirement (MR)**

1. Must attach a copy of Certificate of Incorporation/Business Registration
2. Must attach a copy of Valid Tax Compliance Certificate
3. Must attach a copy of CR12 for Incorporated Companies and ID for directors or copies of National Identity Cards for Business Registration.
4. Must attach Valid Single Business Permit Relating to service provided with Physical Location
5. Attach Registration certificate for pharmacy drugs and poisons board
6. Duly Prepared, signed and stamped Form of Tender (in format provided)
7. Duly Completed, Signed and stamped Certificate of independent tender determination
8. Duly Completed, Signed and stamped Self-Declarations of the tenderer Form (SD 1)
9. Duly Completed, Signed and stamped Self-declaration indicating that the person/tenderer will not engage in any corrupt or fraudulent practice Form (SD 2)
10. Duly Completed, Signed and stamped Declaration and commitment to the code of ethics form.
11. Dully Completed, signed and stamped Tender Information Form
12. Dully Completed, signed and stamped Confidential Business Questionnaire
13. Tender document must be properly bound and all pages sequentially serialized or paginated
14. No substitution, modification, alteration to the issued standard document is allowed. The bidders are required to fill the required forms in the standard documents and attach to the standard document all other documents, letters, catalogues, brochures, reports among others where applicable.
15. Copy of MR Receipt

**Note: None responsive bidders in preliminary evaluation shall be disqualified from further evaluation**

#### **2.0.2 Financial Evaluation**

- (i) The responsive evaluated bidders shall be considered for registration
- (ii) Request For Quotations will be given as and when goods are required.
- (iii) All prices quoted must during RFQs shall be inclusive of the taxes where applicable, packaging, delivery costs and any other incidental cost, product brands, manufacturer or origin must be clearly indicated for consideration for the award.

2.0.3 Details of registered business premises or offices must be indicated for verification

2.0.4 Failure to comply with any of these requirements will lead to disqualification of the tender.

## 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.
- 2.1.2 Tenderers shall not be under a declaration of ineligibility for corrupt or fraudulent practices or debarment procedures.
- 2.1.3 *The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specifically allowed under section 66(11) of the Act.*

## 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 is **Kshs;1,000/=**
- 2.2.3 The procuring entity shall allow the tender to review the tender document free of charge before purchase.

## 2.3 Tender Document

- 2.3.1 The tender document comprises the documents listed below and any addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Invitation to tender
  - (ii) Instructions to tenderers
  - (iii) Schedule of items and price
  - (iv) Conditions of Tender
  - (v) Form of tender
  - (vi) Confidential Business questionnaire Form
  - (vii) Tender Commitment Declaration Form
  - (viii) Duly filled signed and stamped self – declaration form that the tendered will not engage in corrupt practices
  - (ix) Dully filled Non-Debarment declaration form
  - (x) Conditions of Tendering
- 2.3.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to meet all the requirements of the tender will be at the tenderer's risk and may result in the rejection of its tender.

## 2.4. Clarification of Documents

- 2.4.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of 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 prospective tenderers that have received the tender document.

2.4.2 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

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

## **2.5 Amendment of Documents**

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

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

2.5.3 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 Tender Prices and Currencies**

2.6.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices inclusive of taxes applicable where necessary.

2.6.2 Prices quoted by the tenderer shall be fixed during the tender validity period and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected

2.6.3 The Price quoted shall be in Kenya Shillings.

## **2.7 Validity of Tenders**

2.7.1 Tenders shall remain valid for 120 days from date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.11 Tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.7.2 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.

## **2.8 Sealing and Marking of Tenders**

2.8.1 a) The tenderer shall seal the tender and mark it with the number and name of the tender and be addressed to the Procuring entity at the address given in the Invitation to Tender:

b) Bear, tender number and name in the Invitation for Tenders and the words,  
"DO NOT OPEN BEFORE **Tuesday 1<sup>st</sup> August 2023 at 10.00 AM**

## **2.9 Deadline for Submission of Tenders**

Tenders must be received by the Procuring entity at the address specified not later than **Tuesday 1<sup>st</sup> August 2023 at 10.00 AM**

- 2.9.1 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. in which case all rights and obligations of the procuring entity and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

## **2.10 Modifications And Withdrawals of Tenders**

- 2.10.1 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.

- 2.10.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.9.1. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

- 2.10.3 No tender may be modified after the deadline for submission of tenders

- 2.10.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer.

## **2.11 Opening of Tenders**

The Procuring entity will open all tenders in the presence of tenderers' representative, who choose to attend on **Tuesday 1<sup>st</sup> August 2023 at 10.00 AM**

- 2.11.1 The tenderers or representatives who are present shall sign a register evidencing their attendance.

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

- 2.11.3 The Procuring entity will prepare minutes of the tender opening.

## **2.12 Clarification of tenders**

- 2.12.1 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.

- 2.12.2 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.

## **2.13 Evaluation and Comparison of Tenders**

- 2.13.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computation errors have been made, signed and whether the tenders are generally in order. After examination a tender that will be determined to be substantially non responsive, will be rejected by the procuring entity.
- 2.13.2 The Procuring entity will evaluate and compare the tenders, which have been determined to be substantially responsive only.

## **2.14 Award Criteria**

- 2.14.1 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender.

## **2.15 Notification of Award**

- 2.15.1 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.
- 2.15.2 Simultaneously the other tenderers shall be notified that their tenders have been unsuccessful.

## **2.16 Contacting the Procuring entity**

- 2.16.1 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.
- 2.16.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the tenderer's tender.

## 2.17 Appendix to Instructions to Tenderers

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

ITT Reference	Particulars Of Appendix To Instructions To Tenders
<b>A. General</b>	
ITT 1.1	<p>The reference number of the Invitation for Tenders is: <b><i>KCO/CTY/14/2023-2025</i></b></p> <p>The Procuring Entity is: <b><i>KERICHO COUNTY</i></b></p> <p>The name of the Contract is: <b>Registration of contractor for Supply &amp; Delivery of Pharmaceuticals Drugs and Non-Pharmaceuticals in Kericho County</b></p> <p>The number and identification of lots (contracts) comprising this Invitation for Tenders is:</p> <p><b>This is an open tender with possibilities of multiple awards done per lot (item) arrived at after a competitive tender process and taking into account the prevailing market prices. Local Purchase order shall be used to implement the contract of supplies as when needs arise basis.</b></p>
ITT 1.2(a)	<p><b>Electronic –Procurement System</b></p> <p>N/A</p>
ITT 2.3	<p>The firms that provided consulting services for the contract being tendered for are: N/A</p>
ITT 3.1	<p>Maximum number of members in the Joint Venture (JV) shall be: <b><i>[Five]</i></b></p>
ITT 3.7	<p>A list of debarred firms and individuals is available on the PPRA’s website: <a href="http://www.ppra.go.ke">www.ppra.go.ke</a></p>
ITT 3.11	<p>Tenderers shall be required to be registered with Kenya Revenue Authority</p>
<b>B. Contents of Tendering Document</b>	
ITT 6.1	<p>Address where to send enquiries is P O Box 19-20200 Kericho or <a href="mailto:kerichoeastprocurement@gmail.com">kerichoeastprocurement@gmail.com</a> to reach Kericho County Commissioner not later than <b>28<sup>th</sup> July 2023 at 1600hours.</b></p>
ITT 6.2	<p>A pre-tender conference will <b>NOT be held</b></p>
ITT 6.3	<p>The questions to reach the Procuring Entity not later than <b>28<sup>th</sup> July 2023</b> at 1600 hours.</p>
ITT 6.5	<p>The Minutes of the Pre-Tender meeting : N/A</p>
<b>C. Preparation of Tenders</b>	
ITT Reference	Particulars Of Appendix To Instructions To Tenders

ITT 10 (j)	<p>The Tenderer shall submit the following additional documents in its Tender:</p> <ol style="list-style-type: none"> <li>1. Must attach a copy of Certificate of Incorporation/Business Registration</li> <li>2. Must attach a copy of Valid Tax Compliance Certificate</li> <li>3. Must attach a copy of CR12 for Incorporated Companies and ID for directors or copies of National Identity Cards for Business Registration.</li> <li>4. Must attach Valid Single Business Permit Relating to service provided with Physical Location</li> <li>5. Attach Registration certificate for pharmacy drugs and poisons board</li> <li>6. Duly Prepared, signed and stamped Form of Tender (in format provided)</li> <li>7. Duly Completed, Signed and stamped Certificate of independent tender determination</li> <li>8. Duly Completed, Signed and stamped Self-Declarations of the tenderer Form (SD 1)</li> <li>9. Duly Completed, Signed and stamped Self-declaration indicating that the person/tenderer will not engage in any corrupt or fraudulent practice Form (SD 2)</li> <li>10. Duly Completed, Signed and stamped Declaration and commitment to the code of ethics form.</li> <li>11. Dully Completed, signed and stamped Tender Information Form</li> <li>12. Dully Completed, signed and stamped Confidential Business Questionnaire</li> <li>13. Tender document must be properly bound and all pages sequentially serialized or paginated</li> <li>14. No substitution, modification, alteration to the issued standard document is allowed. The bidders are required to fill the required forms in the standard documents and attach to the standard document all other documents, letters, catalogues, brochures, reports among others where applicable.</li> <li>15. Copy of MR Receipt</li> </ol>
ITT 12.1	Alternative Tenders <i>shall not be</i> considered.
ITT 13.5	The prices quoted by the Tenderer <b>shall not</b> be subject to adjustment during the performance of the Contract.
ITT 13.6	Prices quoted for each item (contract) shall correspond at least to <b>100%</b> percent of the items specified for each lot (contract).
ITT 13.8 (a) (i) and (ii)	Place of final destination: <b>COUNTY COMMISSIONER-KERICHO</b>
ITT 13.8 (a) (iii)	Final Destination (Project Site): <b>COUNTY COMMISSIONER-KERICHO</b>
ITT 13.8 (b) (i)	Named place of destination, in Kenya is <b>COUNTY COMMISSIONER-KERICHO</b>
ITT 13.8 (b) (ii)	The price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination which is N/A
13.8 (c) (iv)	The place of final destination (Project Site) is <b>COUNTY COMMISSIONER-KERICHO</b> .
ITT 14.2	Foreign currency requirements <b>not allowed</b> .
ITT 15.4	Period of time the Goods are expected to be functioning :During the period of the contract

IIT Reference	Particulars Of Appendix To Instructions To Tenders
IIT 16.2 (a)	Manufacturer's authorization is: <i>Not Required</i>
IIT 16.2 (b)	After sales service is: Exchange of product in case of an issue
IIT 17.1	(a) The Number of days beyond the expiry of the initial tender validity period will be 30 days. (b) The Tender price shall be adjusted by the following percentages of the tender price: <i>N/A</i>
IIT 18.1	In addition to the original of the Tender, the number of copies is: <i>One</i>
IIT 18.2	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <b>The tender Number and its description addressed to the County Commissioner- Kericho</b>
	<b>D. Submission and Opening of Tenders</b>
IIT 19.0	A tender package or container that cannot fit in the tender box shall be received as follows: Received and registered at the supply chain management offices during normal working hours at Supply Chain Management Office RM16.
IIT 20.0	For <u>Tender submission purposes</u> only, the Procuring Entity's address is: <i>Kericho County P O Box 19-20200 Kericho</i> <i>Attention: Head, Supply Chain Management Services</i> Postal Address: <i>P O Box 19-20200 Kericho</i> Physical Address: <i>Kericho county P O Box 19-20200 Kericho, County Commissioner Headquarters</i>  Electronic mail address: <a href="mailto:kerichoeastprocurement@gmail.com">kerichoeastprocurement@gmail.com</a>  <b>The deadline for Tender submission is:</b> Date: 1 <sup>st</sup> August <i>2023</i>
IIT 21.1	The Tender opening shall take place at: Deputy County Commissioner's Boardroom Date: 1 <sup>st</sup> August <i>2023</i> Time: <i>10.00 East African Time</i>
IIT 21.2	The number of representatives of the Procuring Entity to sign is as per the letter of appointment by the Accounting Officer
	<b>E. Evaluation and Comparison of Tenders</b>
IIT 22.0	The manner of rectify quantifiable non material nonconformities described below: <i>N/A</i>

ITT Reference	Particulars Of Appendix To Instructions To Tenders
ITT 21.1	The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: <b><i>Kenya Shillings</i></b>
ITT 22.2	A margin of preference and/or reservation <b><i>shall not</i></b> apply.
ITT 32.5	<b><i>N/A</i></b> The invitation to tender is extended to the following group that qualify for Reservations <b><i>N/A</i></b>
ITT 33.2	<b>Price evaluation will be done for ALL THE ITEMS</b>
ITT 33.2 (d)	Additional evaluation factors are  This is an open tender with possibilities of multiple awards done per lot (item) arrived at after a competitive tender process and taking into account the prevailing market prices. Local Purchase order shall be used to implement the contract of supplies on need basis.
ITT 33.6	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <b>(a)</b> Deviation in Delivery schedule: <b><i>No.</i></b> <b>(b)</b> Deviation in payment schedule: <b><i>No.</i></b> <b>(c)</b> the cost of major replacement component, mandatory spare parts, and service: <b><i>No.</i></b> <b>(d)</b> the availability in Kenya of spare parts and after-sales services for the equipment offered in the Tender <b><i>No.</i></b> <b>(e)</b> Life cycle costs: the costs during the life of the goods or equipment <b><i>No.</i></b> <b>(f)</b> the performance and productivity of the equipment offered; <b><i>No.</i></b>
	<b>F. Award of Contract</b>
ITT 41.1	The maximum percentage by which quantities may be increased is: <b><i>15%</i></b> The maximum percentage by which quantities may be decreased is: <b><i>15%</i></b>
ITT 41.1	<b><i>N/A</i></b> The Procuring Entity shall increase or decrease the quantity of Goods and Related Services by an amount not exceed 15% and without any change in the unit prices or other terms and conditions of the Tender and the tendering document.
ITT 47.3	Performance security shall be in the sum of <b><i>N/A</i></b> of price the bid offer price.
ITT 49.1	The procedures for making a Procurement-related Complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> .

ITT Reference	Particulars Of Appendix To Instructions To Tenders
	<p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:  Email address: <a href="mailto:kerichoeastprocurement@gmail.com">kerichoeastprocurement@gmail.com</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. The terms of the Tendering Documents; and</li> <li>2. The Procuring Entity's decision to award the contract.</li> </ol>

**NOTE**

Orders will be given as and when goods are required.  
Prices should be inclusive of delivery.

## SECTION III - EVALUATION AND QUALIFICATION CRITERIA

### 1. General Provisions

#### 10 Evaluation of Tenders (ITT 33)

##### 11 Successful Tender or Tenders

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate Tenders. By applying these criteria and methodologies, the Procuring Entity shall determine the successful Tender or Tenders which has/have been determined to:

- a) be substantially responsive to the tender documents;
- b) offer the lowest evaluated cost to the Procuring Entity for all items of Goods to be procured based on either a single Contract or all multiple Contracts combined, as the case may be, in accordance with the ITT 13.6 inviting Tender prices and discounts, and provisions made of the Tender Document for evaluation of tenders and award of contract (s); and be offered by Tenderer or Tenderers that substantially meet the qualification criteria applicable for Contract or combined Contracts for which they are selected.

##### 12 Evaluation of Tenders

###### **Preliminary examination for Determination of Responsiveness**

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non- responsive and will not be considered further.

MR	PARTICULARS	YES/NO
1.	Must attach a copy of Certificate of Incorporation/Business Registration	
2.	Must attach a copy of Valid Tax Compliance Certificate	
3.	Must attach a copy of CR12 for Incorporated Companies and ID for directors or copies of National Identity Cards for Business Registration.	
4.	Must attach Valid Single Business Permit related to service provided with Physical Location	
5.	Attach Registration certificate for pharmacy drugs and poisons board	

6.	Duly, signed and stamped Form of Tender (in format provided)	
7.	Duly Completed, Signed and stamped Certificate of independent tender determination	
8.	Duly Completed, Signed and stamped Self-Declarations of the tenderer Form (SD 1)	
9.	Duly Completed, Signed and stamped Self-declaration indicating that the person/tenderer will not engage in any corrupt or fraudulent practice Form (SD 2)	
10.	Duly Completed, Signed and stamped Declaration and Commitment to the code of ethics form.	
11.	Dully Completed, signed and stamped Tender Information Form	
12.	Dully Completed, signed and stamped Confidential Business Questionnaire	
13.	Duly filled ,Signedand stamped Beneficial Ownership Declaration form in the format provided in this tender document.	
14.	Tender document must be properly bound and all pages sequentially serialized or paginated	
15.	No substitution, modification, alteration to the issued standard document is allowed. The bidders are required to fill the required forms in the standard documents and attach to the standard document all other documents, letters, catalogues, brochures, reports among others where applicable.	
16.	Copy of MR Receipt	
OVERALL SCORE (R OR NR)		
R-Responsive		
NR-Not Responsive		
<b>Note: Tenders that do not pass the Preliminary Examination will be considered Non-responsive and will not be considered further.</b>		

## **221** Evaluation of Technical aspects of the Tender

The Procuring Entity shall negotiate on various aspects of the Tender to determine compliance with the Procuring Entity's requirements under Section V 'Schedule of Requirement' and whether the Tenders are substantially responsive to the Technical Specifications and other Requirements. Technical Evaluation

Technically responsive bidder shall be considered for financial evaluation stage.

**Note:** Non-responsive bidders in Technical evaluation shall be disqualified from further evaluation.

#### **SECTION IV –CONDITIONS OF TENDER**

- 4.1 A tenderer may tender for each item or each lot and may tender for as many items or lots as he/she wishes.
- 4.2 Brand or source must be indicated for all items marked with \* to be considered
- 4.3 Only registered businesses will be considered, Name of all Directors and owners must be clearly listed in the confidential business questionnaire
- 4.4 Tenderers who will be awarded contracts will be required to deliver the goods within 7 days and not later than 14 days of receipt of the orders or within a reasonable time as will be agreed for Services and works, but not later than 21 days failure to which the contract award will be cancelled.
- 4.5 Tenderers who will not be awarded contracts will be notified within a reasonable time.
- 4.6 After the contract award, any price change request must be in writing failure to deliver on condition of price change will be treated as default and contract will be terminated without notice

## **SECTION IV - TENDERING FORMS**

1. Form of Tender
2. Certificate of Independent Tender Determination
3. Self Declaration Form SD1
4. Self Declaration SD2
5. Declaration and Commitment to Code of ethics
6. Tender Information Form
7. Confidential Business Questionnaire
8. Tender Securing Declaration Form
9. Beneficial Ownership Declaration Form

**Form S31**

**5.1 FORM OF TENDER**

Date \_\_\_\_\_

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

To.....

.....

*[Name and address of procuring entity]*

Gentlemen and/or Ladies:

**2.18** Having examined the tender documents including Addenda

Nos..... *.insert numbers*, of which is hereby duly acknowledged,

10. we, the undersigned, offer to provide.....

.....

*[description of services]*

in conformity with the said tender documents for the sum of **as per unit prices of various items** (*total tender amount* )

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 provide the services in accordance with the services schedule specified in the Schedule of Requirements.
- 3. If our Tender is accepted, we will obtain the tender guarantee in a sum 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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023

*[signature] [In the capacity of]*

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

**CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

I, the undersigned, in submitting the accompanying Letter of Tender to the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ [Name of  
Procuring Entity] for: \_\_\_\_\_ [Name  
and number of  
tender] in response to the request for tenders made by: \_\_\_\_\_ [Name of  
Tenderer] do hereby make the following statements that I certify to be true and complete  
in every respect:

I certify, on behalf of ..... [Name of Tenderer]  
that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) has been requested to submit a Tender in response to this request for tenders;
  - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
  - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above,

there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a tender; or
  - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name.....

---

Title.....

---

Date.....

---

*[Name, title and signature of authorized agent of Tenderer and Date]*

SELF-DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I ..... of Post Office Box .....being a resident of ..... in the Republic of.....do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ..... (*insert name of the Company*) who is a Bidder in respect of **Tender No.** ..... for..... (*insert tender title/description*) for ..... (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder Official Stamp

**FORM SD2**

**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE**

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

1. THAT I am the Chief Executive/Managing Director/Principal  
..... Officer/Director of  
..... (*insert name of the  
Company*)  
who is a Bidder in respect of **Tender No.** .....  
for..... (*Insert tender title/description*) for..... (*insert  
name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in  
any corrupt or fraudulent practice and has not been requested to pay any inducement to  
any member of the Board, Management, Staff and/or employees and/or agents of  
..... (*insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered  
any inducement to any member of the Board, Management, Staff and/or employees  
and/or agents of  
..... (*name of the procuring entity*).
4. THAT the aforesaid Bidder will not engage/has not engaged in any corrosive practice  
with other bidders participating in the subject tender.
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.  
.....  
..... (Title) (Signature) (Date)

Bidder's Official Stamp

**DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**

I..... (Person) on behalf of  
***(Name of the Business/ Company/Firm)*** declare that I have read and  
fully understood the contents of the Public Procurement & Asset Disposal Act, 2015,  
Regulations and the Code of Ethics for persons participating in Public Procurement and Asset  
Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in  
Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....

Telephone.....

Email.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness Name

.....

Sign.....

Date.....

**TENDERER INFORMATION FORM**

*[The tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: ..... *[insert date (as day, month and year) of Tender submission]*

**Tender Name and Identification** .....*[Insert identification*

Alternative No.....*[insert identification No if this is a Tender for an alternative]*Page \_\_\_\_\_of\_\_\_\_\_pages

1. Tenderer’s Name .....
2. In case of JV, legal name of each member: <i>[N/A]</i>
3. Tenderer’s actual or intended country of registration: <i>[.....]</i>
4. Tenderer’s year of registration: <i>[.....]</i>
5. Tenderer’s Address in country of registration: <i>[.....]</i>
6. Tenderer’s Authorized Representative Information Name: <i>[.....]</i> Address:..... <i>[insert Authorized Representative’s Address]</i> Telephone.....: <i>[.....]</i> Email Address: if any <i>[.....]</i>
(i) Legal and financial autonomy (ii) Operation under commercial law (iii) Establishing that the tenderer is not under the supervision of the Procuring Entity

**DISCLOSURE OF INTEREST- Interest of the Firm in the Procuring Entity.**

- (i) Are there any person/persons in ..... (*Name of Procuring Entity*) who has an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

- (ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		

7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the		
	Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

**(e) Certification**

On behalf of the Tenderer, I certify that the information given above is

correct. Full Name \_\_\_\_\_

Title or Designation \_\_\_\_\_

*(Signatur*

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or whichever applies 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; Country/Town.....

Plot No..... Street/Road .....

Postal Address..... Tel No.....

Nature of Business.....

Current Trade Licence No..... Expiring date.....

Maximum value of business which you can handle at any time: K. pound.....

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*

*Give details of partners as follows:*

<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
---------------------	--------------------	----------------------------	---------------

2.19 .....

2 .....

3 .....

## DETAILED TECHNICAL SPECIFICATIONS AND STANDARDS

**Summary of Technical Specifications:** The Goods and Related Services shall comply with following Technical Specifications and Standards.

- i. The goods shall be supplied fresh*
- ii. The goods shall be well packaged in the right quantities and with quality packaging materials .KFS reserves the right to measure and confirm the quantities indicated in the package.*
- iii. The goods shall be transported using clean vehicles to ensure they arrive at the destination in the right condition*
- iv. If required to be inspected by a qualified officer , the tenderer shall ensure that is done prior to delivery( e.g meat on bone)*
- v. If required to be certified by KEBS the same shall be confirmed.*

### **1. Inspections and Tests**

Upon the supply and delivery of the foodstuff to **procuring entity**, the inspection and acceptance committee duly appointed shall conduct the necessary inspection and tests of the items and services offered.

**SECTION VII - SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(h)	The Procuring Entity is: <i>Kericho County</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by <b>Incoterms</b> . If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>[exceptional; refer to other internationally accepted trade terms]</i>
GCC 4.2 (b)	The version edition of Incoterms shall be <i>INCOTERMS 2015</i>
GCC 8.1	For <b>notices</b> , the Procuring Entity's address shall be: Attention: <i>-Head, Supply Chain Management Services</i> Postal address 19-20200 Kericho Physical Address Procurement office in County Commissioner's Office-Kericho Electronic mail address: <a href="mailto:kerichoeastprocurement@Gmail.com">kerichoeastprocurement@Gmail.com</a>
GCC 10.4.2	The place of arbitration shall be <b>KERICHO</b>
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are <i>[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc.]</i> .  The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

GCC 15.1	The prices charged for the Goods supplied and the related Services performed <i>[insert “shall” or “shall not,” as appropriate]</i> be adjustable.  If prices are adjustable, the following method shall be used to calculate the price adjustment <i>N/A</i>
GCC 16.1	<b><i>Sample provision</i></b>  GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: <b>A. Payment for Goods supplied</b> <b>Payment on delivery:</b> Payment will be made upon delivery, inspection and submission of a tax invoice.
GCC 16.5	The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be <i>[insert number]</i> days.  The interest rate that shall be applied is <i>[insert number]</i> %
GCC 18.1	A Performance Security <i>shall NOT be required which shall be</i>
GCC 18.3	If required, the Performance Security shall be in the form of: <b><i>Bank guarantee</i></b> <i>N/A</i>
GCC 24.1	The insurance coverage shall be as specified in the <b>Incoterms</b> .  <i>The supplier shall be responsible for insurance up-to the point of delivery.</i>
GCC 25.1	Responsibility for transportation of the Goods shall be the responsibility of the supplier
GCC 25.2	Incidental services to be provided are:  <i>[Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features. The price quoted in the Tender price or agreed with the selected Supplier shall be included in the Contract Price.]</i>
GCC 26.1	The inspections and tests shall be: <i>Inspection and Acceptance committee will carry out inspection and tests at the point of delivery.</i>
GCC 26.2	The Inspections and tests shall be conducted at: <i>the delivery points</i>
GCC 27.1	The liquidated damage shall be: N/A
GCC 27.1	The maximum amount of liquidated damages shall be :N/A
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: 3 days.

**FORM NO. 2 - REQUEST FOR REVIEW**

**FORM FOR REVIEW(r.203(1))**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

**BETWEEN**

.....  
.....

**...APPLICANT AND**

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

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

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical address.....P. O. Box 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.

By this memorandum, the Applicant requests the Board for an order/orders that: 1. 2.

SIGNED .....(Applicant) Dated on.....day of ...../...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....  
.....20.....

**SIGNED**

**Board Secretary**