



REPUBLIC OF KENYA  
COUNTY GOVERNMENT OF WEST POKOT  
P.O. BOX 222-30600  
KAPENGURIA  
Email: [info@westpokot.go.ke](mailto:info@westpokot.go.ke)  
[www.westpokot.go.ke](http://www.westpokot.go.ke)



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**TENDER NO: CGWP/T/021/2018-2019**

**TENDER NAME: PROVISION OF CLEARING AND  
FORWARDING SERVICES**

**(FRAMEWORK CONTRACT FOR TWO YEARS)**

**CLOSING DATE: 6<sup>TH</sup> DECEMBER, 2018**

**CLOSING TIME: 11:00AM**

**TENDER NO: CGWP/T/021/2018-2019**

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**SECTION I  
DATE**

**INVITATION TO TENDER  
22<sup>ND</sup> NOVEMBER, 2018**

**TENDER REF NO:**

**TENDER NO: CGWP/T/021/2018-2019**

**TENDER NAME:**

**PROVISIONING OF CLEARING AND  
FORWARDING SERVICES FOR COUNTY  
GOVERNMENT OF WEST POKOT**

- 1.1 The County Government of West Pokot (CGWP) invites sealed bids from eligible candidates for PROVISION OF CLEARING AND FORWARDING SERVICES for a period of one year renewable for a further one year subject to satisfactory performance and mutual agreement by both parties
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Supply Chain Management Services department County Government of West Pokot P.O Box 222-30400 Kapenguria from 8.30am to 4.30 pm on Mondays to Fridays, except on public holidays. Entities belonging to special groups are encouraged to participate.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of *(Ksh 1000)* in cash or Bankers cheque payable to County Government of West Pokot or downloaded free of charge from the county website ([www.westpokotcounty.go.ke](http://www.westpokotcounty.go.ke)) or or Public Procurement Information Portal (PIIP) [www.tenders.go.ke](http://www.tenders.go.ke) from IFMIS portal at [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke),
- 1.4 Completed Tender document plus **one copy** should be enclosed in plain sealed Envelopes marked with tender reference number and be deposited in the Tender Box 'A' at 2<sup>nd</sup> Floor, left wing of the main building of County Government of West Pokot or be addressed and mailed to:

**The Head of Supply Chain Management Services,  
County Government of West Pokot  
P.O BOX 222-30600  
Kapenguria**

so as to be received on or before **6<sup>th</sup> December 2018 at 11.00 am**

- 1.6 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender

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1.7 All Tenders must be accompanied by a Tender security of 2% of the Tender Price in form of Bank guarantee, Banker's cheque, Guarantee(s) from Deposit taking Micro finance institutions, Youth or Women Development Enterprises, Saccos or Insurance Companies approved by PPRA, valid for at least 90 days after the date of tender opening. Entities belonging to \_micro, small, disadvantaged, youth, women and persons with disabilities (YWPDs) will not be required to provide tender security/ Bid bond, on condition that they provide Treasury's Registration certificate

1.8 Performance security in form of a Bank guarantee, Banker's cheque, Guarantee(s) from Deposit taking Micro finance institutions, Youth or Women Development Enterprises, Saccos or Insurance Companies approved by PPOA shall be required. This shall be the amount specifically stipulated on the award letter and must be submitted within 30 days after receipt of notification of award letter.

1.9 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at a venue to be advised by the Tender Opening Committee.

1.10 Bidders are requested to submit their detailed bank account information to assist in fast tracking payment(s) once a contract is entered into

**HEAD OF SUPPLY CHAIN MANAGEMENT SERVICES  
FOR: CHIEF OFFICER-FINANCE**

## SECTION II - INSTRUCTIONS TO TENDERERS

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## **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 Invitation to Tender. Successful tenderers shall complete the provision of services by the intended completion date specified in the Schedule of Requirements Section VI.
- 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 information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.2 Eligible Goods**

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

### **2.3 Cost of Tendering**

- 2.3.1 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.
- 2.3.2** The price to be charged for the tender document shall not exceed **Kshs.1,000/=**
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be prequalified.

## **2.4. The Tender Document**

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
- (i) Invitation to Tender
  - (ii) Instructions to tenderers
  - (iii) General Conditions of Contract
  - (iv) Special Conditions of Contract
  - (v) Schedule of requirements
  - (vi) Technical Specifications
  - (vii) Tender Form and Price Schedules
  - (viii) Tender Security Form
  - (ix) Contract Form
  - (x) Performance Security Form/Tender security Declaration form
  - (xi) Bank Guarantee for Advance Payment Form
  - (xii) Confidential Business Questionnaire
- 2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.5 Clarification of Documents**

- 2.5.1 The hospital will respond in hard copy or electronic format to any request for clarification of the tender documents which it receives not less than four (4) days prior to the dateline for tender submission.
- 2.5.2 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.

## **2.6 Amendment of Documents**

- 2.6.1 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 amendment.
- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring



entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.7 Language of Tender**

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

## **2.8 Documents Comprising of Tender**

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2.1 that the services to be supplied by the tenderer are eligible services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

## **2.9 Tender Forms**

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

## **2.10 Tender Prices**

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

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

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

2.10.4 The validity period of the tender shall be 90 days from the date of opening of the tender.

## 2.11 Tender Currencies

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

## 2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its tender, Documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

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

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

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

## 2.13 Goods Eligibility and Conformity to Tender Documents

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

- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the services;
  - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
  - (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of **2 per cent** of the tender price.
- 2.14.3 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 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a

guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.27
  - or
  - (ii) to furnish performance security in accordance with paragraph 2.28

## 2.15 **Validity of Tenders**

2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 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 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.16 **Format and Signing of Tender**

2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as

appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.17 Sealing and Marking of Tenders**

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

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

**The Head of Supply Chain Management Services,  
County Government of West Pokot  
P.O BOX 222-30600  
Kapenguria.**

(b) bear, tender number and name in the Invitation for Tenders and the words, **“DO NOT OPEN BEFORE,” 6<sup>th</sup> December, 2018 at 11.00 A.M.**

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

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

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **6<sup>th</sup> December, 2018 at 11.00 AM.**

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2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

## **2.19 Modification and Withdrawal of Tenders**

2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 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.

## **2.20 Opening of Tenders**

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **11.00 AM on 6<sup>th</sup> December, 2018** at a venue to be advised by the Tender Opening Committee.

2.20.1 The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such

other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The Procuring entity will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

2.21.1 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.

2.21.2 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.

## **2.22 Preliminary Examination**

2.22.1 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.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 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 effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 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.

2.22.5 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 non-conformity.

## **2.23 Conversion to Single Currency**

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

## **2.24 Evaluation and Comparison of Tenders**

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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

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

## **2.25 Preference**

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

## **2.26 Contacting the Procuring entity**

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

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

## **2.27 Award of Contract**

### **(a) Post-qualification**

2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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



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

(b) **Award Criteria.**

2.27.4 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, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) **Procuring entity's Right to Vary quantities.**

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

(d) **Procuring entity's Right to accept or reject any or All Tenders.**

2.27.6 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

**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 but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

**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 send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

## **2.30 Performance Security**

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate 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 when used in the present regulations, the following terms are defined as follows;

(i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

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

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The invitation is open to all qualified candidates
2.11.1	Any Price quoted in foreign currency will be converted to Kenya Shillings at the mean rate of the Central Bank of Kenya ruling at the closing date of the tender.
2.12.2	<p><b><u>Evaluation and Comparison of Tenders:</u></b>            The tenders will be evaluated in three stages as follows:            EVALUATION CRITERIA            Stage 1 - Mandatory Requirements            Stage 2 - Technical Evaluation            Stage 3 - Financial Evaluation            Stage 1 - Mandatory Requirements            Interested firms <b>MUST</b> provide copies of the following documents to support their application. These documents will form the basis for preliminary evaluation of the applications, and applicants who fail to submit any of these documents will <b>NOT</b> be evaluated further: County Government of west pokot have the right to authenticate the documents by the issuing authority and any document found to be false will lead to disqualification from the evaluation process. County Government of west pokot will have the right to report any falsified information to relevant Government Authority.</p> <ol style="list-style-type: none"> <li>1. Certificate of Registration/Incorporation in Kenya</li> <li>2. Tax compliance certificate from Kenya Revenue Authority (KRA)</li> <li>3. Valid Customs Agents License from Kenya Revenue Authority</li> <li>4. Current valid Membership Certificate of Kenya International Freight &amp; Warehousing Association (KIFWA).</li> <li>5. East African Customs &amp; Freight Forwarders Practicing Certificate (EACFFPC), certified by KRA.</li> <li>6. Audited accounts for the last two (2) years. To be provided by all bidders, the audited accounts should be those submitted to KRA for compliance.</li> <li>7. Valid tender security in correct value Bid bond of <b>2% of Tender price</b> valid for 90 days.</li> <li>8. Duly filled, completed and signed Mandatory confidential business questionnaire as provided.</li> <li>9. Completeness of tender documents – the bid document must be sequentially organized (paginated) with a table of contents , the required number of copies must be submitted</li> </ol>

10. Bidders who mix the financial proposals together with technical in one envelope will be disqualified from further evaluation

Only bidders who fulfill all the above requirements will be considered for the next stage of evaluation. County Government of West Pokot reserves the right to do due diligence to confirm all the above submitted documents

1. A sworn statement/declaration that:
  - a) The firm has not been debarred from participating in any public procurement by PPRA.
  - b) No person related to the firm has any spouse or children working at County Government of West Pokot
  - c) The firm has not been engaged in any unethical, corrupt, collusive or fraudulent activities in public procurement matters.
  - d) The firm has not been declared bankrupt/insolvent/under receivership.
  - e) The firm is not guilty of any violation of fair employment law practices.
  - f) Declaration that the firm will not engage in any corrupt or fraudulent practice

**N/B: ALL THE ABOVE MUST BE MET TO QUALIFY FOR THE 2<sup>ND</sup> STAGE**

**B-Stage 2 - TECHNICAL EVALUATION CRITERIA**

After the technical evaluation is completed, the Employer shall notify those applicants whose proposals or applications did not meet the minimum qualifying mark of 70% and above or were considered non-responsive to the Terms Of Reference (TOR) and qualification criteria, indicating that their Financial Proposals will be returned unopened after completing the evaluation process. The Employer shall simultaneously notify the applicants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals.

Fill all of the information and data in English Language. The marks to be scored will cover the following areas. (See Appendix VII on how points will be awarded in each area)

No	Description	Points	Evaluation finding
1	(i) Experience of the firm in the clearing & forwarding business	10	
	(ii) Number of staff in the organization	5	
2	Physical office location (in Nairobi and /or Mombasa) and office facilities telephone etc	5	
3	Evidence of storage facility either ownership/lease/hire/rental etc to secure small cargo in event of late/weekend clearances	5	

4	(i)Qualifications, experience and competence of the personnel	8	
	(i)Qualification & training of two (2) key management personnel	8	
	(ii) Qualification & training of two (2) key Technical/Operations personnel	8	
5	(i) Experience of the two (2) key management personnel named above ii) Experience of the two (2) key Technical/operations personnel named above	16	
6	Financial Standing/Credit worthiness (i) Certified financial statements for the last two (2) consecutive years	10	
7	Evidence of authority/training in the use of KRA 2005 Simba System	4	
8	Three letters of recommendation or copy of contract with different organizations within the last five years	10	
9	Evidence of at least one custom bond (either CB1 or CB10) executed within the last five years 3	3	
10	Evidence of five or more shipments on which the clearing agent paid duties of up to the value of Kshs.500,000.00 (on each shipment) on behalf of the clients for the last three years (C63 entries and reimbursement invoices to clients be attached	5	
11	Evidence of at least three airfreight cleared within three (3) days from date of arrival of the consignment and two (2) sea freights cleared within five (5) days from ship's arrival for the last one year (Complete Appendix II & III – attach AWB/BL, arrival advise, release order and customs entry	10	
	TOTAL	100	

**DATA CAPTURE FORM FOR CLEARING AND FORWARDING AGENTS**

**NB:** (This table is **for Official Use only**. It will be used to evaluate firms who pass through the initial Pre-qualification as specified in **Part A**)

NO	CRITERIA FOR EVALUATION	SCORE	ACTUAL SCORE
1	(i) Experience of the firm in C & F Business	10 Points	
	a) 10 years and above 10		
	(b) 7 years to below 10 years	8 points	
	(c) 5 years to below 7 years	6 Points	
	(d) Below 5 years		
2	(ii) Number of Staff working in the firm	5 points	
	(a) More than 10 staff	5 points	
	(b) 5 to 10 Staff	3 points	
	(c) Below 5	0Points	
3	(a)Office physical location, Facilities and other details		
	i) Physical location of offices		
	b) Physical location of offices (Nairobi, Mombasa)	3 points	
	(c) No Office	0 points	
	(ii) Office Facilities		
	(a) Telephone Line / Mobile Lines / Fax Line	1 points	
	(b) Computer / Scanner / e-mail facilities	1 points	
	3 Availability of Warehouse Facilities/Storage facilities	5 points	
	(a) Own Warehouse (Proof of ownership required)	5 points	
	(b) Hired Warehouse (Proof of lease agreement required)	3 points	
	(c) No Warehouse	0 points	
4	(i) Qualification & Training of 2 key		
	Management Staff Staff 2	8 points	
	(a) Degree plus diploma and above	4 points	
	(b) Degree	3 points	
	(c) Diploma	2 points	
	(d) Secondary School Education	1 ponts	
	(e) Below Secondary School Level		
	ii) Qualification & Training of 2 key Operational / Technical Staff	8 points	

	handling C & F Duties		
	(a) Degree and above in procurement, International trade or related field	4 points	
	(b) Degree plus Diploma in procurement, C & F, International trade or related field	3.5 points	
	(c) Degree in procurement, international trade or related Field	3.3 points	
	(d) Diploma in C & F, Logistics, Supplies Mgnt, or related Field	2 points	
	(e) Any other Diploma 1 1	1 points	
	(f) Secondary Level with Professional Certificate	0.5 points	
	(g) Plain Formal Secondary Education	0 points	
5	(a) Experience – For 2 key Management Staff.	8 points	
	1st Staff 2		
	2nd Staff		
	(a) 10 Years and above	4 points	
	(b) 7 Years to 9 Years	3.5 points	
	(c) 4 Years to 6 Years	3 points	
	(d) 1 Year to 3 Years	2 points	
6	(b) Experience – For 2 key Technical / Operation Staff, handling or dealing with C & F Duties	8 points	
	1 st Staff		
	2nd Staff		
	(a) 10 Years and above 4 4		
	(b) 7 Years to 9 Years 3.5 3.5		
	(c) 4 Years to 6 Years 3 3		
	(d) 1 Year to 3 Years 2 2		
	(e) Below 1 Year 0		
	6 Financial Reports/Credit Worthiness 5	10 Points	
	(a) Certified Financial statements for the last two (2) years		
	(b) years (2 b) Positive cash flow on (a) above		
7	7 Evidence of authority in the	4 Points	

	use of KRA 2005 Trade x Simba System		
	Attach letter from KRA).	4 points	
	(b) No Evidence	0 points	
8	Letter of commendation / Contracts with different organizations (Attach documentary evidence – Copy of Contract or Letter of Appointment).	10points	
9	(a) 5 Contracts / Letters of Appointment as C&F Agent	10	
	(b) 4 Contracts / Letters of Appointment as C&F Agent	8	
	(c) 3 Contracts / Letters of Appointment as C&F Agent	6	
	d) 2 Contracts / Letters of Appointment as C&F Agent	4	
	( e) 1 Contract / Letter of Appointment as C&F Agent	2	
	(f) No Contract / Letter of Appointment as C&F Agent	0	
	Evidence of Customs Bond	3 Points	
	(a) Customs bond – CB1 or CB10 3	3 Points	
	(b) None 0		
10	Evidence of five or more Shipments on which clearing agent paid duties of upto 500,000.00 shs. (on each shipment) for client for the last five months (attach receipts & customs entry)	5 Points	
	(a) Five and above 5	5 Points	
	(b) Four	3 points	
	(c) Three	2 points	
	(d) Below Three	0	
	Three Airfreights cleared within 3 days from Date of arrival and 2 sea freights cleared within 5 days from date of arrival	10 points	
	(a) Each airfreight is 2 points (Ref: Appendix 2)	6 points	



	(b) Each sea freight is 2 points (Ref: Appendix 3)	4 points	
	<b>Total Points</b>	<b>100 points</b>	
PASS MARK 70%			
<b><u>C) Stage Three: Financial Evaluation.</u></b>			
<ul style="list-style-type: none"> <li>• 1. Only those bids which meet technical requirements will be considered for financial evaluation</li> <li>• 2. Duly filled and signed Tender form and Price schedules is a must</li> <li>• 3. The lowest evaluated bidder's rate will be considered as per the instruction to tenders. Notes on Financial evaluation</li> <li>• 1. After the financial evaluation, CGWP may select up to Three (3) most competitive firms subject to their attainment of the minimum technical score of 70% to be in the list of its Clearing and Forwarding Agents for a period of <b>one year renewable</b> for a further one year subject to satisfactory performance and mutual agreement by both parties.</li> <li>• 2. The lowest evaluate price in each category of service will be applicable price for the shortlisted bidders in paragraph 1 above subject to confirmation by bidders</li> <li>• 3. Failure of shortlisted bidders to agree to terms of clause 7.4, and 7.5 in the instruction will not invalidate the Tender for Provision of Clearing and Forwarding Services 2016 to 2018</li> </ul>			
<b>2.14.1</b>	<b>Tender security is required.</b>		
<b>2.18.1</b>	Tenders must be submitted on or before the closing date, not later than <b>6<sup>th</sup> December , 2018 11.00 a.m.</b>		
<b>2.20.1</b>	The Hospital will open all tenders in the presence of tenderer's representatives, who choose to attend at <b>11.00 a.m. on 6<sup>th</sup> December, 2018</b>		
<b>2.27.4</b>	The CGWP reserves the right to award the contract in whole or in part without any change in the unit price		
<b>2.27.5</b>	The CGWP reserves the right at the time of contract award to increase or decrease the quantity of goods to be serviced originally specified in the schedule of requirement		

<b>2.30.1</b>	Performance security in form of a Bank guarantee, Banker's cheque, Guarantee(s) from Deposit taking Micro finance institutions, Youth or Women Development Enterprises, Saccos or Insurance Companies approved by PPRA shall be required. This shall be the amount specifically stipulated on the award letter and must be submitted prior to signing a contract
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### SECTION III: GENERAL CONDITIONS OF CONTRACT

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Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the

## **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 tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to service at the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm servicing the equipment under this Contract.

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

### **3.3 Country of Origin**

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

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

### **3.4 Standards**

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

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

3.5.1 The tenderer shall not, without 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 tenderer in the performance of the Contract.

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

3.5.3 Tenderer's performance under the Contract if so required by the Procuring entity

### **3.6 Patent Rights**

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

### **3.7 Performance Security**

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

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

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

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

### **3.8 Inspection and Tests**

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

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

### **3.9 Packing**

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

### **3.10 Delivery and Documents**

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

### **3.11 Insurance**

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

### **3.12 Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

### **3.13 Prices**

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.13.2 The Contract will be for one year renewable subject to 2117-2018) which is subject to mid-term performance review after 12 months to determine continuation or termination.

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

### **3.14. Assignment**

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

### **3.15 Subcontracts**

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

### **3.16 Termination for default**

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

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

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

### **3.17 Liquidated Damages**

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other

remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### **3.18 Resolution of Disputes**

#### **3.19**

3.19.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.19.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international

### **3.20 Language and Law**

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

### **3.21 Force Majeure**

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



## **SECTION IV - SECTION 4 SPECIAL CONDITIONS OF CONTRACT**

### **4.1 DEFINITIONS**

4.1.1 In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

Procuring Entity Definition:

**County Government of West Pokot**

**P.O BOX 222-30600**

**Kapenguria**

“Schedule of Rates” means the priced Schedule of Rates forming part of the tender [where applicable].

“The Completion Date” means the date of completion of the Services as certified by the Employer’s Representative.

“The Service provider” refers to the person or corporate body whose tender to carry out the Services has been accepted by the Employer.

“The Service provider’s Tender” is the completed tendering document submitted by the Service provider to the Employer.

“Services” means Provision Clearing and Forwarding Services”.

“Days” are calendar days; “Months” are calendar months.

“Equipment” is the Service provider’s machinery and vehicles brought temporarily to the Site for the execution of the Services.

“Site” means the place or places where the Services are to be carried out.

“CGWP Representative” is the person appointed by the Employer and notified to the Service provider for the purpose of supervision of the Services.

“Specification” means the Specification of the Services included in the Contract.

“Agreement” means this Agreement made between CGWP and the Service provider to other document forming the Agreement;

“Effective Date” means the date that the services shall commence as stipulated in the Agreement.

“Party” means either CGWP or the Service provider

“Both Parties” means CGWP and the Service provider

“Rates” means the costs and charges of the services the Service provider shall provide to CGWP;

“Duties” means providing, performing, auctioning, executing, engaging and or obliging to a moral legal duty to provide services by the Service provider to CGWP; or any other assignment directed on request by signing of a Temporary Works Order.

In this contract, the following expressions shall have the following meanings.

Consignment – goods or other items which the courier service provider shall be obliged to take to the employer or its agents excluding cash. The bulk of this consignment will be items for Medical research.

Delivery Point – means the address or addresses, which any consignment is to be delivered for the purpose of this contract.

CGWP representative means the person into whose custody a consignment is authorized to be delivered to by the company at the relevant delivery point.

## **4.2 CONTRACT DOCUMENTS**

4.2.1. The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- (1) Agreement,
- (2) Service providers Tender
- (3) Letter of Award and Acceptance,
- (4) Special and General Conditions of Contract,
- (5) Technical Specifications,
- (6) Schedule of Rates
- (7) Copy of Performance Bond

## **4.3 EMPLOYER'S REPRESENTATIVE'S DECISIONS**

4.3.1. Except where otherwise specifically stated, the Employer's Representative will decide contractual matters between the Employer and the Service provider in the role representing the Employer.

## **4.4 INSTRUCTIONS**

4.4.1. The following Special Conditions of Contract shall supplement the General Conditions of Contract.

Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

4.4.2. The Service provider shall carry out all instructions of the Employer's Representative which are in accordance with the Contract.

## **4.5 MANAGEMENT MEETINGS**

4.5.1. A mandatory Contract top management meeting shall be held quarterly and shall be attended by the Employer's Representative and the Service provider. Its business shall be to evaluate periodic performance of the Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer.

4.5.2. An informal meeting between the supervisor of the contract and CGWP representative shall be held when deemed necessary. Any results from this meeting can be discussed in the quarterly mandatory top management meetings.

4.5.3. Communication between parties shall be effective only when in writing.

## **4.6 DURATION OF CONTRACT**

4.6.1 This Agreement shall unless extended by both parties terminate at the end of two (2) years expiry from the commencement date.

## **4.7 PERFORMANCE APPRAISAL**

4.7.1 The employer's representative(s) and the service provider shall on delivery of services conduct a comprehensive assessment/appraisal and record the findings in an agreed format as derived from the delivery schedule. Such records shall form part of subsequent deliberations during bi-annual meetings as per clause 4.5.1.

#### **4.8 NON PERFORMANCE PENALTY**

4.8.1 In the event that the Service provider does not administer the contract in whole or in part, CGWP shall procure, upon such terms and in such manner as it deems appropriate, and without reference to the service provider, services similar to those undelivered, and the service provider shall be liable to CGWP for the actual costs incurred for such procured services. These costs shall be offset from the invoices provided by the service provider.

#### **4.9 TERMINATION**

4.9.1 CGWP may without prejudice to any other remedy accruing to it terminate this Agreement in writing in whole or in part if:-

(a) By Breach of Contract

(i) The Service provider frequently fails to provide services of acceptable standards set by CGWP in the performance of this Agreement and

(ii) The Service provider fails to perform any other obligation under this Agreement.

(b) By Agreement Either party may terminate the Agreement by giving to the other party Three (3) months' notice in writing or payment of Three (3) months the set fees and charges in lieu of such notice; On termination of this Agreement, howsoever terminated, the Service provider shall be permitted to remove all its equipment which may have been placed by the Service provider upon the employer's premises.

#### **4.10 CONFIDENTIALITY**

4.10.1 The Service provider, its representatives, servants and agents shall not at any time during or after termination of this Agreement divulge or allow to be divulged to any person or third party any information relating to the business or affairs of CGWP.

#### **4.11 ASSIGNMENT**

4.11.1 The Service provider shall not assign or sub-contract any of its rights or duties under this Agreement

#### **4.12 SUB-CONTRACT**

Tender for Provision of Clearing and Forwarding Services 2016 to 2018 23

4.12.1 The service provider shall notify CGWP in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the service provider from any liability or obligation under the Contract.

#### **4.13 PAYMENT TERMS**

4.13.1 CGWP payment terms are within 30 days upon receipt of certified invoices confirming that the services have been delivered in accordance with the contract.

#### **4.14. PROVISION AND STANDARD OF SERVICE**

(a) The Service provider shall provide services of acceptable standards set by CGWP in the performance of this Agreement and unacceptable performance shall be grounds for

summary termination of the Agreement without any notice at the sole discretion of CGWP

(b) Delays by the Service provider in the performance of its obligations hereunder shall give rise to sanctions and imposition of liquidated damages by CGWP

(c) If at any time during the performance of this Agreement the Service provider encounters conditions affecting timely provision of services, the courier Company shall immediately and without any delay notify CGWP in writing of the condition, its cause and duration and possible solution thereto and as soon as practicable CGWP shall evaluate the condition and may, at its sole discretion, waive the courier Company's obligations without the risk of sanctions impositions of liquidated damages and or the summary termination of this Agreement without any notice.

#### **4.15 PERFORMANCE SECURITY**

4.15.1 The Service provider shall within fifteen (15) days from the date of executing this Agreement furnish CGWP with a Performance security whose value shall be equivalent to **2%** of the contract sum

#### **4.16 INDUCEMENT/PAYMENT OF COMMISSION AND CORRUPT GIFTS**

4.16.1 The Service provider shall not; Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favor or disfavor to any person in relation to this or any other contract with the Employer.

Any breach of this Condition by the Service provider or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Service provider) shall be an offence under the Laws of Kenya.

#### **4.17 NOTICE ADDRESSES**

4.17.1 Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party or by facsimile transmission or by and shall be deemed to have been received by the addressee within Three (3) days of posting or 24 hours if sent by facsimile transmission or by electronic mail.

#### **4.18 TENDER PRICES**

Tender for Provision of Clearing and Forwarding Services 2018 to 2020

4.18.1 The contract price will be fixed during the term of contract and not subject to variation on any account.

#### **4.19 INDEMNITY**

4.19.1 The Service provider shall indemnify and keep indemnified CGWP, its servants and agents against loss of or damage to property or bodily injury sustained by it or them by reason of any act, omission or neglect of the Service provider, its servants or agents whilst performing their duties under this Agreement and against the dishonesty of its Courier Officers whilst performing their duties hereunder and this shall include any loss, damage, injury or any consequential or indirect loss sustained by CGWP, its servants or agents or third parties lawfully on the Premises by reason of any act or omission or neglect of the Service provider its servants or agents.

#### **4.20 CLAIMS**

4.20.1 Notice of all claims by CGWP in respect of any loss damage or injury or consequential or indirect loss shall be given in writing to the Company giving details of such loss, damage or injury of consequential or indirect loss within Fourteen (14) days after the discovery of such damage loss or injury.

#### **4.21 INSURANCE**

4.21.1 The Service provider shall insure its Clearing and Forwarding Officers engaged in the performance of this Agreement against injury sustained by them in the course of carrying out their duties in pursuance hereof and unless such injury shall be due to the act negligence or default of CGWP, its servants or agents. The Service provider will indemnify CGWP against all actions, claims and demands in respect of such injury.

4.21.2 The Service provider shall indemnify CGWP of loss incurred due to negligence or default by its servants and agents.

4.21.3 The Service provider shall be required by CGWP to avail the Policy of Insurance in respect thereof and proof of payment of current premium.

#### **4.22 LIQUIDATED DAMAGES**

4.22.1 If the service provider fails to provide any or all of the services within the period(s) specified in the contract, CGWP shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the price of the unperformed services, per day until actual delivery of services, up to a maximum deduction of 10% of the unperformed services. After this CGWP may consider termination of the contract.

4.22.2 The service provider shall be liable in respect of any loss or damage suffered by CGWP caused by negligence or breach of contract.

4.22.3 On account of Gazetted Public Holidays or any other exceptional circumstances, CGWP shall request the service provider to undertake the service on any other day other than that specified in the contract. The service provider shall be entitled to charge a reasonable fee to reflect the costs incurred.

#### **DUARATION OF CONTRACT**

The contract shall run for a period of two (2) years renewable for a further year subject to satisfactory performance.

4.22.4 "Taxes" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected, or withheld pursuant to any regulation having the force of law and "Taxation" shall be construed accordingly.

##### **1.0 Local Taxation**

1.1 Nothing in the Contract shall relieve the Contractor and/or his Sub-Contractors from their responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Kenya in respect of the Contract. The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes.

1.2 The Contractor shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract.

1.2.1 In instances where discussions are held between the Employer and the Contractor Regarding tax matters, this shall not be deemed to constitute competent advice and hence Does not absolve the Contractor of their responsibility in relation to due diligence on the tax issue as per 1.2 above.

## 2.0 Tax Deduction

2.1 If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the Contractor and paid directly to the Kenya Revenue Authority. The Employer shall upon remitting the tax to Kenya Revenue Authority furnish the Contractor with the relevant tax deduction certificates.

2.2 Where the Contractor is paid directly by the Financiers and the Employer is not able to deduct tax, then the Contractor will be required to pay the tax deduction to Kenya Revenue Authority in the name of the Employer and furnish the Employer with an original receipt thereof as evidence of such payment. In absence of the said evidence, the Employer will not process any subsequent payments to the Contractor.

## 3.0 Tax Indemnity

3.1 The Contractor shall indemnify and hold the Employer harmless from and against any and all liabilities, which the Employer may incur for any reason of failure by the Contractor to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.

3.2 The Contractor warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the Contractor's Tax liability arising from the Contract.

3.2.1 Where the amount in 3.2 above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges.

**SECTION 5: SCOPE OF WORK/SPECIFICATION OF REQUIREMENTS**

Clearing Agents will be required to:

- (1) Prepare the IDF on behalf of the employer on approval from the employer to pay such charges
- (2) Clear cargo from Jomo Kenyatta International Airport (JKIA), Inland Container Depot (ICD) in Nairobi, Moi International Airport-Mombasa or from Kilindini Port in Mombasa Also facilitate re-exportation of equipment for repair.
- (3) Transport the cargo to the nearest CGWP Warehouse or as otherwise instructed by the employer specifically to:
  - (i) Deliver all cargo from Moi International Airport Mombasa to Kapenguria
  - (ii) Deliver cargo from Kilindini port to CGWP sites/Kapenguria.
- (4) Execute temporary bonds for temporary equipment and tools.
- (5) Export equipment for repairs.
- (6) Pay, on behalf of the employer, such amounts to customs and other third parties at the port of entry on approval from the employer to pay such charges.
- (7) Monitor and coordinate the cargo from shipment origin to the time of clearance and update the employer on daily basis via e-mail or fax and telephone.

IN WITNESS HEREOF the parties hereto have caused this contract to be executed on the day and year first written.

Signed on behalf of the CGWP by:

Name

.....Signature.....Date.....

In the capacity of: Chief Officer-Finance.

Witness (Name)

.....Signature.....Date.....

Signed on behalf of the Clearing Agent by:

Name .....Signature.....Date .....

In the capacity of

.....

Witness (Name) .....

Signature.....Date.....

**APPLICANTS TENDER QUESTIONNAIRE**

PART A (To be completed by the Tenderer)

(a) COMPANY'S NAME.....

(b) P.O. BOX.....POST CODE .....

(c) TOWN / CITY .....

(d) PHYSICAL ADDRESS.....

(e) NAME OF STREET.....

(f) TEL. NO.....

(g) MOBILE TEL.....

(h) FAX NO.....

(i) E-MAIL ADDRESS.....

(j) OTHER TOWNS/CITIES IN WHICH YOUR FIRM OPERATES:

(1) Your Branch

Office.....SPECIAL  
CONDITIONS OF CONTRACT



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]
(Amend accordingly if provided by Insurance Company)

**TO BE COMPLETED FOR FOUR (4) KEY STAFF**  
**Format of Curriculum Vitae (CV) for proposed key Staff**

<b>Part A: Employee Personal Details</b>				
Name of Firm:	Year of employment		Department	No. of Years with
Employee Name: Position:				
Profession:				
Current Reports to (Position):				
Tasks assigned				
<b>Part B: Educational Background</b>				
Date	School / Institution or College	Course studied	Qualification / Certificate Obtained	
<b>Part C: Professional Affiliations</b>				
<b>Part D: Relevant Trainings attended</b>				
Date	Description		Certificate Obtained	
<b>Part E: Work Experience / Employment Record</b>				
Date	Organization	Position		Major achievement

**Key Qualifications:**

(Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations.)

**Education:**

(Summarize University/College and other specialized education of staff member, giving names of schools, dates attended and degrees/diplomas obtained)

**Employment record:**

(Starting with present position, list in reverse order every employment held. List all positions held by staff since graduation, giving dates, names of employing organization, title of position held and location of assignments. For experience in the last ten years, also give types of activities performed and Employer references, where appropriate).

**Languages:**

(Indicate proficiency in speaking, reading and writing of each language: excellent, good, fair or poor).

**Certification / Declaration:**

I, the undersigned, certify that to the best of my knowledge and belief, these bio data correctly describe me, my qualifications and experience.

Signed.....

(Signature of staff member or authorized official from firm)

Date.....

APPENDIX 3  
Ability to Clear Consignment

NAME of the Applicant.....

Applicants should indicate two (2) large consignments they have recently handled for other Employers at Mombasa/Nairobi. Indicate the progress of clearance on each day and attach the following:

- (a) Customs entry form
- (b) Delivery note for the consignment.
- (i) Port of Clearance.....Mombasa Port
- Consignment CIF / Customs value In shs.....

NO.	NATURE OF ACTION TAKEN	DATE	DAYS TAKEN	REMARKS
1.	SHIP / VESSEL ARRIVAL			
2.	DOCUMENTS COLLECTED			
3	ENTRY LODGED WITH CUSTOMS			
4	(Include any other relevant events)			
5				
6				
7				
8				
9				
10				
11				
12	PORT CHARGES PAID			
13	GOODS RELEASED FROM PORT			
14	GOODS RECEIVED AT THE STORES			
15	<b>TOTAL DAYS INCURRED</b>			
	<b>TOTAL DUMURRAGE INCURRED (Kshs</b>			

Please give contact details of the Employer organizations you have indicated

Name of Employer	
Name of Contact person in your Employer Organization E-mail address of the Contact person above	
Phone No. of the Contact person named above	

APPENDIX 4

Office details
----------------

Name of Applicant.....

Applicants should provide information about their offices both in

Town	Postal Address	Physical address	Contact Person/s	Tel. No	Email	Fax	
Nairobi							
Mombasa							

I/We the undersigned state that the above information is correct and that I/We give County Government of West Pokot (CGWP)

Authority to seek any other references concerning my/our company from whatever sources deemed

Relevant e.g. Company Registrar’s office, Bankers, etc.

Signed.....

For and on behalf of the firm (Name) .....

P.O. Box .....Post Code .....

In the capacity of  
.....

Dated this.....Day of .....2016

Clearing Agents Official Company Rubber  
Stamp.....

**APPENDIX 5****SUMMARY / CHECKLIST AND FORMAT OF INFORMATION AND DOCUMENTS THAT MUST BE SUBMITTED**

**NB: Please fill on a separate list in the format below and submit together with your application for pre – qualification. Other forms and information must also be filled.**

**Firms that give inaccurate information shall be disqualified.**

NO	CRITERIA FOR EVALUATION	SCORE	ACTUAL SCORE
1	(i) Experience of the firm in C & F Business	10 Points	
	a) 10 years and above 10		
	(b) 7 years to below 10 years	8 points	
	(c) 5 years to below 7 years	6 Points	
	(d) Below 5 years		
2	(ii) Number of Staff working in the firm	5 points	
	(a) More than 10 staff	5 points	
	(b) 5 to 10 Staff	3 points	
	(c) Below 5	0Points	
3	(a)Office physical location, Facilities and other details		
	i) Physical location of offices		
	b) Physical location of offices (Nairobi, Mombasa)	3 points	
	(c) No Office	0 points	
	(ii) Office Facilities		
	(a) Telephone Line / Mobile Lines / Fax Line	1 points	
	(b) Computer / Scanner / e-mail facilities	1 points	
	(c) Filling Cabinets, Lockers, etc		
	3 Availability of Warehouse Facilities/Storage facilities	5 points	
	(a) Own Warehouse (Proof of ownership required)	5 points	
	b) Hired Warehouse (Proof of lease agreement required)	3 points	
	(c) No Warehouse	0 points	
	4	(i) Qualification & Training of 2 key Management Staff Staff 2	8 points
(a) Degree plus diploma and above		4 points	
(b) Degree		3 points	
(c) Diploma		2 points	
(d) Secondary School Education		1 ponts	
(e) Below Secondary School Level			
ii) Qualification & Training of 2 key Operational / Technical Staff handling C &		8 points	

	F Duties		
	(a) Degree and above in procurement, International trade or related field	4 points	
	(b) Degree plus Diploma in procurement, C & F, International trade or related field	3.5 points	
	(c) Degree in procurement, international trade or related Field	3.3 points	
	(d) Diploma in C & F, Logistics, Supplies Mgmt, or related Field	2 points	
	(e) Any other Diploma 1 1	1 points	
	(f) Secondary Level with Professional Certificate	0.5 points	
	(g) Plain Formal Secondary Education	0 points	
5	(a) Experience – For 2 key Management Staff .	8 points	
	1st Staff 2		
	2nd Staff		
	(a) 10 Years and above	4 points	
	(b) 7 Years to 9 Years	3.5 points	
	(c) 4 Years to 6 Years	3 points	
	(d) 1 Year to 3 Years	2 points	
6	(b) Experience – For 2 key Technical / Operation Staff, handling or dealing with C & F Duties	8 points	
	1 st Staff		
	2nd Staff		
	(a) 10 Years and above 4 4		
	(b) 7 Years to 9 Years 3.5 3.5		
	(c) 4 Years to 6 Years 3 3		
	(d) 1 Year to 3 Years 2 2		
	(e) Below 1 Year 0		
	6 Financial Reports/Credit Worthiness 5	10 Points	
	(a) Certified Financial statements for the last two (2) years		
	(b) years (2 b) Positive cash flow on (a) above		
7	7 Evidence of authority in the use of KRA 2005 Trade x Simba System	4 Points	
	Attach letter from KRA).	4 points	
	(b) No Evidence	0 points	
8	Letter of commendation / Contracts with different organizations (Attach documentary evidence – Copy of Contract or Letter of Appointment).	10points	
9	(a) 5 Contracts / Letters of Appointment as C&F Agent	10	
	(b) 4 Contracts / Letters of Appointment as	8	

	C&F Agent		
	(c) 3 Contracts / Letters of Appointment as C&F Agent	6	
	d) 2 Contracts / Letters of Appointment as C&F Agent	4	
	( e) 1 Contract / Letter of Appointment as C&F Agent	2	
	(f) No Contract / Letter of Appointment as C&F Agent	0	
	Evidence of Customs Bond	3 Points	
	(a) Customs bond – CB1 or CB10 3	3 Points	
	(b) None 0		
10	Evidence of five or more Shipments on which clearing agent paid duties of upto 500,000.00 shs. (on each shipment) for client for the last five months (attach receipts & customs entry)	5 Points	
	(a) Five and above 5	5 Points	
	(b) Four	3 points	
	(c) Three	2 points	
	(d) Below Three	0	
	Three Airfreights cleared within 3 days from Date of arrival and 2 sea freights cleared within 5 days from date of arrival	10 points	
	(a) Each airfreight is 2 points (Ref: Appendix 2)	6 points	
	(b) Each sea freight is 2 points (Ref: Appendix 3)	4 points	
	Total Points	100 points	

<b>C ) FINANCIAL BID</b>	REFER TO APPENDIX VIII	REFER TO APPENDIX VIII
1. (Refer to Appendix VIII on financial proposal for clearing and forwarding services in this tender document to be provided in a separate envelope under the financial proposal)		



**Appendix 6**  
**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]

APPENDIX 7

FINANCIAL PROPOSAL (RATES) FOR CLEARING AND FORWARDING SERVICES  
(NOTE: THIS FINANCIAL PROPOSAL MUST BE PUT IN A SEPARATE ENVELOPE)  
SCHEDULE A

**(a) AIRFREIGHT SHIPMENTS**

	<b>Service Description</b>	<b>Rates (Inclusive of VAT)</b>	<b>Supplier's Offer</b>
<b>1</b>	Service / Agency fees per shipment a) Agency fee per shipment b) Minimum fee per shipment c) Agency fee for IDF application		
<b>2</b>	Commission on bond in force		
<b>3</b>	a) Commission on disbursement b) Minimum fee		
<b>4</b>	Delivery and Handling charges (in Nairobi) NB: Delivery in Nairobi will be mainly to our Courier IN CBD. 7kms from JKIA, unless otherwise advised to deliver to CGWP/Kapenguria (a) Below one (1) ton (b) Over one (1) ton to three (3) tons (c) Over three (3) tons to nine (9) tons (d) Over nine (9) tons to fifteen (15) tons		
<b>5</b>	Delivery and Handling charges (Mombasa) NB: CBD or Kapenguria town a).Below one (1) ton b).Over one (1) ton to three (3) tons c).Over three (3) tons to nine (9) tons d).Over nine (9) tons to fifteen		
<b>6</b>	Other Charges (Please specify)		

**(a) SEAFREIGHT SHIPMENTS**

	<b>Service Description</b>	<b>Rates (Inclusive of VAT)</b>	<b>Supplier's Offer</b>
<b>1</b>	Service / Agency fees per shipment a) Agency fee per shipment b) Minimum fee per shipment c) Agency fee for IDF application		
<b>2</b>	Handling charges (a) Conventional Cargo (b) 20ft Container (c) 40ft Container		
<b>3</b>	Stripping Container for Customs Examination /Verification: (a) 20ft Container (a) 40ft Container		
<b>4</b>	Terminal Handling Charges: (a) Conventional Cargo (b) 20ft Container (c) 40ft Container		
<b>5</b>	Delivery Charges (Non-Conventional Cargo) NB: (Distance from Port to Kapenguria is approx. 950km) a) Below one (1) ton b) One (1) ton to two (2) Tons c) Three (3) to Nine (9) Tons		
<b>6</b>	Delivery Charges (Containerized Cargo) NB: (Distance from Port to Kapenguria is approx. 950km) a) 20 ft container up to 15 tons b) 20 ft Container over 15 tons c) 40 ft container up to 15 tons d) 40 ft container over 15 tons		
	a) Commission on disbursement b) Minimum charges		
<b>7</b>	Forklift charges		
<b>8</b>	Other charges (Please specify		

**SCHEDULE B: - EXPORTS**

	AGENCY FEE		
<b>1</b>	Loose cargo (a)Per Kg (b) Minimum		
	Containerized Cargo (a) 20 ft container (b) 40 ft container		
<b>2</b>	Handling charges (a)Conventional Cargo per kg (b)20ft Container ( c) 40ft Container		
<b>3</b>	Delivery Charges (Non-Conventional Cargo)A. MOMBASA ROAD STORES TO KAPENGIRIA (e) Below one (1) ton (f) Over one (1) ton to three (3) tons (g) Over three (3) tons to nine (9) tons (h) Over nine (9) tons to fifteen (15) tons (a) Per Trip (b) Per Trip (c) Per Trip (d)Per Trip		
<b>4</b>	Delivery Charges (Containerized Cargo) Kapenguria is approx. 500 km)  (a) 20 ft container up to 15 tons (b) 20 ft container over 15 tons © 40 ft container up to 15 tons d)		
<b>5</b>	Forklift charges		
<b>6</b>	Other charges (Please specify		

**APPENDIX 8  
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

<i>Part 1 – General:</i>					
Business Name .....					
Location of business premises. ....					
Plot No. ....		Street/Road .....			
Postal Address .....		Tel No. ....		Fax .....	
E mail .....					
Nature of Business,.....					
Registration Certificate No. ....			VAT Reg. No .....		
Maximum value of business which you can handle at any one time – Kshs. ....					
Name of your bankers .....		Branch .....		Bank Account .....	
<b>Part 2 (a) – Sole Proprietor</b>					
Your name in full .....		Age .....			
Nationality .....		Country of origin .....			
No. of employees .....		ID/Passport No. ....			
• Citizenship details .....					
<b>Part 2 (b) Partnership</b>					
Given details of partners as follows:					
	Name	Nationality	Citizenship Details	Shares%	ID/Passport No.
1.	.....				
2.	.....				
3.	.....				
4.	.....				
No. of employees .....					
<b>Part 2 (c) – Registered Company</b>					
Private or Public .....					
State the nominal and issued capital of company-					
Nominal Kshs. ....					
Issued Kshs. ....					
Given details of all directors as follows;					
	Name	Nationality	Citizenship Details	Shares%	ID/Passport No.
1.	.....				
2.	.....				
3.	.....				
4.	.....				
No. of employees .....					
Date .....			Signature of Candidate .....		

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

**8.3 TENDER QUESTIONNAIRE**

Please fill in block letters

1. Full names of tenderer

.....  
.....

2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)

.....  
.....

3. Telephone numbers of tenderer

.....  
.....

4. Official Email Address

.....  
.....

5. Name of tenderers representative to be contacted on matters of the tender during the tender period.

.....  
.....

6. Details of tenderers nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone and fax)

.....  
.....  
.....

**Signature and stamp/seal of tenderer**

## 8.5 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 certain goods ] and has accepted a tender by  
the tenderer for the supply of those goods in the sum of ..... [*contract price in words and figures*]  
(hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of  
this Agreement viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the Procuring entity’s Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as  
hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the  
goods 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  
provisions of the goods 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  
\_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*