



REPUBLIC OF KENYA
MINISTRY OF PETROLEUM AND MINING

RESTRICTED TENDER

**PROVISION OF THIRTY (30 NO.) PARKING SPACES FOR USE BY STATE
DEPARTMENT FOR PETROLEUM STAFF**

TENDER NO: MOPM/SDP/RT/08/2020 – 2021

P. O BOX 51614 – 00100, NAIROBI, KENYA

Closing date: 15th December, 2020 AT 10.30 A.M

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SECTION I – INVITATION TO TENDER

Date: 07 December, 2020

Tender Ref No: TENDER NO. MOPM/SDP/RT/08/2020-2021

Tender Name: PROVISION OF THIRTY (30 NO) PARKING SPACES FOR USE BY SDP STAFF IN 2020-2021 FINANCIAL YEAR

1.1 The State Department for Petroleum wishes to invite sealed bids from eligible candidates for **Annual Provision of Thirty (30) parking spaces for use by State Department for Petroleum staff for 2020-2021 financial year.** The firms to which tender documents are issued are:

1. Trans National Plaza Parking
P.O. Box 79487-00200
NAIROBI
Tel: 0722-221046
2. Gimco Limited
Barclays Bank
P.O Box 61551-00100
NAIROBI
Tel: 020-3316253
3. Chester House Limited
P.O. Box 57104-00200
NAIROBI
Tel: 020-2227738/16/0722-208575
4. Archdiocese of Nairobi
Parking Silo
P.O. Box 14231-00800
NAIROBI
Contact Person: Kevin Yewal
Tel: 0726-686852
5. CPF House
Laiser Property Services/CPF Metro Park
P.O Box 28938-00200
NAIROBI
Contact Person: Japhet Saina /Stephen Kipsang
Tel: 0718-68039
6. Kenya Airport Parking Services (KAPS)
P.O. Box 3002-00506
NAIROBI

Contact Person: Pauline Njoroge
Tel: 0721-868530

7. KICC COMESA Parking
P.O Box 30746-00100
NAIROBI
Tel: 020-3261000

8. Metro Park Travel Park House
P.O Box 41302-00100
NAIROBI
Tel: 0703-618097

10. LAICO Regency Hotel
P.O Box 58077-00200
NAIROBI
Tel: 020-2211199

11. Hilton Hotel
P.O. Box 30624-00100
NAIROBI
Tel: 020-2790000

- 1.2 Eligible candidates may obtain the tender document from the office of the **Supply Chain Management Offices on 21st Floor, room 21-20 Nyayo House**, during normal working hours.(0800 hrs to 1700 hrs)
- 1.3 A complete set of tender documents may be obtained by the candidates free of charge.
- 1.4 Prices quoted should be net inclusive of all taxes, other costs and must be expressed in Kenya shillings and shall remain valid for a period of 120 days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with **Tender Name and Tender Number and** be deposited in the tender box provided at Nyayo House, 21st Floor or be addressed and posted to:

**Principal Secretary
Ministry of Petroleum and mining
State Department for Petroleum
P.O. Box 51614-00100
NAIROBI**

So as to be received on or before 15th December, 2020 at 10.30 A.M

- 1.6 Tenders will be opened immediately thereafter ***in the Main Conference Room on 21st Floor, Nyayo House***, in the presence of the Tenderers representatives who may choose to attend the opening.

- 1.7 All pages of submitted tender document must be serialized, numbered systematically by the tenderer to the last page.
- 1.8 Tenderers may obtain clarification on the tender document from Head, Supply Chain Management office., Ministry of Petroleum and Mining, State Department for Petroleum room 21-20 located on 21s floor, Nyayo House during normal working hours from Monday to Friday between 0800hrs to 1700hrs (EAT) or on the following email:
supplychain@petroleum.go.ke.
- 1.9 Tenders shall be submitted manually

HEAD, Supply Chain Management Services
FOR: Principal Secretary

SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1 This Invitation to tender is **RESTRICTED** to tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for **one year (1 Yr)** from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 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 unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by 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 services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

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

2.3 Contents of tender documents

- 2.3.1 The tender document comprises of the documents listed below issued in accordance with clause 6 of these instructions to tenders
- i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Declaration form

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

2.4 Clarification of Documents

- 2.4.1 A prospective candidate making inquiries of the tender documents may notify the Procuring entity in writing or by post, fax or email 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 no 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 who have received the tender documents”
- 2.4.2 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

2.5 Amendment of documents

- 2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity for any reason, whether at its own initiative or in response to a clarification requested by the prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

- 2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

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

2.10 Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers.

2.11 Tenderers Eligibility and Qualifications.

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Validity of Tenders

- 2.12.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after 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.
- 2.12.2 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.

2.13 Format and Signing of Tender.

- 2.13.1 The tenderer shall prepare two copies of the tender, clearly / marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER,**" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.13.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.13.3 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.

2.14 Sealing and Marking of Tenders

- 2.14.1 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.
- (a) Be addressed to the Procuring entity at the address given in the invitation to tender
- (b) Bear, tender number and name in the invitation to tender and the words: "**DO NOT OPEN BEFORE 15th December, 2020 at 10.30 a.m.**"
- 2.14.2 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". —
- 2.14.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.15 Deadline for Submission of Tenders

- 2.15.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than 15th **December, 2020 at 10.30 a.m**

2.15.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.15.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.16 Modification and withdrawal of tenders

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

2.16.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.16.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

2.16.6 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.

2.17 Opening of Tenders

2.17.1 The Procuring entity will open all tenders in the presence of tenderer's or their representatives who choose to attend, **tender opening** at and in the location specified in the invitation to tender. The tenderers representatives who are present shall sign a register evidencing their attendance.

2.17.2 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.

2.17.3 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.18 Clarification of tenders

- 2.18.1 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 shall be sought, offered, or permitted.
- 2.18.2 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.

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

2.19 Preliminary Examination and Responsiveness

- 2.19.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.19.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.19.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.19.4 Prior to the detailed evaluation, pursuant to paragraph 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.
- 2.19.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.20 Conversion to a single currency

- 2.20.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.21 Evaluation and comparison of tenders.

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

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

2.21.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

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

2.21.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) Operational Plan.

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

(b) Deviation in payment schedule.

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

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

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

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

2.22 Contacting the procuring entity

- 2.22.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.22.2 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 tenderers tender.

2.23 Award of Contract

a) Post qualification

- 2.23.1 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.
- 2.23.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.23.3 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

- 2.23.4 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.23.5 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.23.6 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.

2.24 Procuring entity's Right to Vary quantities

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

2.25 Procuring entity's Right to accept or Reject any or All Tenders

2.25.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action.

2.26 Notification of award

2.26.1 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.

2.26.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.26.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.27 Signing of Contract

2.27.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.27.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

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

2.28 Performance Security

2.28.1 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.

2.28.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and

forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.29 Corrupt or Fraudulent Practices

- 2.29.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.29.2 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;
- 2.29.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

Notes on the appendix to instructions to Tenderers

- 1) The appendix to instructions to tenderer is intended to insist the procuring entity in providing specific information in relation to corresponding clauses in the instructions to tenderer included in section II and the appendix has to be prepared for each specific procurement.
- 2) The procuring entity should specify in the appendix information and requirements specific to the circumstance of the procuring entity, the processing of the procurement and the tender evaluation criteria that will apply to the tenderer.
- 3) In preparing the appendix the following aspects should be taking into consideration.
 - a) The information that specifies and compliments provisions of section III to be incorporated
 - b) Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated
- 4) Section II should remain intact and only be amended through the appendix.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of a lease for car parking spaces/bays for MOPM staff shall complement or amend the provisions of the instructions to tenderers. Wherever there's a conflict between the provisions of the instructions to tenderers and the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Notes on the appendix to instruction to Tenderers

1. The appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be prepared for each specific procurement
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the processing of the procurement and the tender evaluation criteria that will apply to the tenderers
3. In preparing the appendix the following aspects should be taken into consideration
 - a. The information that specifies and complements provisions of section III to be incorporated
 - b. Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain intact and only be amended through the appendix.

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instructions to tenderers	Particulars of appendix to instructions to tenderers																								
2.1.1	Particulars of eligible tenders: -Restricted Tender																								
2.9.1	The price shall be fixed for the Tender period.																								
2.10.1	Particulars of other currencies allowed: Kenya Shillings																								
	Alternative Tenders to the requirements of the Tender documents will <i>be</i> permitted. - No																								
2.12.1	The Tender validity period shall be 120 days .																								
2.13.1	The number of copies of the Tender to be completed and returned in addition to the original shall be: One (1No.) original and One (1No.) copy.																								
2.15.1	Tender shall be submitted to:- The Principal secretary, Ministry of Petroleum and Mining State Department for Petroleum PO Box 51614 – 00100, Nairobi, Kenya The deadline for bid submission is: Date: 15th December, 2020 at 10.30 a.m.																								
2.19	The Preliminary evaluation shall be mandatory: The evaluation shall adopt YES/ No Approach. The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will be disqualified for further evaluation. Bidders must submit the following documents; <table border="1" data-bbox="407 1325 1422 1850"> <thead> <tr> <th data-bbox="407 1325 505 1360">S/No.</th> <th data-bbox="505 1325 1192 1360">Requirements</th> <th data-bbox="1192 1325 1422 1360">Yes/No</th> </tr> </thead> <tbody> <tr> <td data-bbox="407 1360 505 1440">1.</td> <td data-bbox="505 1360 1192 1440">A copy of certificate of registration / Incorporation</td> <td data-bbox="1192 1360 1422 1440"></td> </tr> <tr> <td data-bbox="407 1440 505 1514">2.</td> <td data-bbox="505 1440 1192 1514">A copy of valid tax compliance certificate</td> <td data-bbox="1192 1440 1422 1514"></td> </tr> <tr> <td data-bbox="407 1514 505 1598">3.</td> <td data-bbox="505 1514 1192 1598">Fully completed price schedule (dully filled, signed and stamped)</td> <td data-bbox="1192 1514 1422 1598"></td> </tr> <tr> <td data-bbox="407 1598 505 1671">4.</td> <td data-bbox="505 1598 1192 1671">Copy of Business Permit/License</td> <td data-bbox="1192 1598 1422 1671"></td> </tr> <tr> <td data-bbox="407 1671 505 1745">5.</td> <td data-bbox="505 1671 1192 1745">Dully Filled and signed Confidential Business Questionnaire</td> <td data-bbox="1192 1671 1422 1745"></td> </tr> <tr> <td data-bbox="407 1745 505 1818">6.</td> <td data-bbox="505 1745 1192 1818">Dully filled, signed and stamped form of tender</td> <td data-bbox="1192 1745 1422 1818"></td> </tr> <tr> <td data-bbox="407 1818 505 1850"></td> <td data-bbox="505 1818 1192 1850">Responsive/ Non Responsive</td> <td data-bbox="1192 1818 1422 1850"></td> </tr> </tbody> </table>	S/No.	Requirements	Yes/No	1.	A copy of certificate of registration / Incorporation		2.	A copy of valid tax compliance certificate		3.	Fully completed price schedule (dully filled, signed and stamped)		4.	Copy of Business Permit/License		5.	Dully Filled and signed Confidential Business Questionnaire		6.	Dully filled, signed and stamped form of tender			Responsive/ Non Responsive	
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2.20.1	The currency that shall be used for bid evaluation and comparison purposes is: <i>Kenya Shillings</i>																								

2.21	<p>Evaluation and Comparison of Tenders (Technical Evaluation) The bidder will be evaluated on the technical submissions and only tenders that are successful in the technical evaluation will proceed to the next stage of the procurement process. The technical proposals will be evaluated using the following criteria format: Scores for specific technical evaluation requirements will be distributed as follows:</p> <table border="1" data-bbox="407 327 1386 852"> <thead> <tr> <th data-bbox="407 327 516 369">S/No</th> <th data-bbox="516 327 1097 369">Evaluation Attributes</th> <th data-bbox="1097 327 1386 369">Yes/No</th> </tr> </thead> <tbody> <tr> <td data-bbox="407 369 516 405">1</td> <td data-bbox="516 369 1097 405">Attach company profile.</td> <td data-bbox="1097 369 1386 405"></td> </tr> <tr> <td data-bbox="407 405 516 516">2</td> <td data-bbox="516 405 1097 516">Location near Nyayo House building offices within a radius of 500 meters.</td> <td data-bbox="1097 405 1386 516"></td> </tr> <tr> <td data-bbox="407 516 516 590">3</td> <td data-bbox="516 516 1097 590">Type of available parking spaces</td> <td data-bbox="1097 516 1386 590"></td> </tr> <tr> <td data-bbox="407 590 516 663">4</td> <td data-bbox="516 590 1097 663">Access to parking spaces 24 hrs. 7 days a week access at all the time.</td> <td data-bbox="1097 590 1386 663"></td> </tr> <tr> <td data-bbox="407 663 516 777">5</td> <td data-bbox="516 663 1097 777">Parking space available as at 15th December, 2020</td> <td data-bbox="1097 663 1386 777"></td> </tr> <tr> <td data-bbox="407 777 516 812">6</td> <td data-bbox="516 777 1097 812">Security at the entry and exit points</td> <td data-bbox="1097 777 1386 812"></td> </tr> <tr> <td data-bbox="407 812 516 852"></td> <td data-bbox="516 812 1097 852">Total</td> <td data-bbox="1097 812 1386 852"></td> </tr> </tbody> </table>	S/No	Evaluation Attributes	Yes/No	1	Attach company profile.		2	Location near Nyayo House building offices within a radius of 500 meters.		3	Type of available parking spaces		4	Access to parking spaces 24 hrs. 7 days a week access at all the time.		5	Parking space available as at 15th December, 2020		6	Security at the entry and exit points			Total	
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2.23.4	<p>The state department for Petroleum will award the contract to the successful Tenderer. This will be the tender that has been determined to be substantially responsive and has been determined to be the lowest responsive evaluated tender as per the evaluation criteria and pricing, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.</p> <p>N/B: UPON EXPIRY OF THE CONTRACT- THE PROCURING ENTITY MAY GRANT EXTENSION OF THE CONTRACT SUBJECT TO GOOD PERFORMANCE.</p>																								

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- 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 services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

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

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the standards mentioned in the Schedule of requirements

3.4 Patent Right’s

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

3.5 Performance Security

- 3.5.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract. - **(NOT APPLICABLE)**
- 3.5.2 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.
- 3.5.3 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) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.5.4 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 of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

- 3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services 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.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

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

3.8 Prices

3.8.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 Assignment

3.9.1 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.

3.10 Termination for Default

3.10.1 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 provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- 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.

3.10.2 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, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.11 Termination of insolvency

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

3.12 Termination for convenience

- 3.12.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.12.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.13 Resolution of disputes

- 3.13.1 The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.
- 3.13.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.14 Governing Language

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

3.15 Force Majeure

- 3.15.1 The contractor 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.

3.16 Applicable Law.

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

3.17 Notices

- 3.17.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC
- 3.17.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV; SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between GCC and the SCC, the provisions of the SCC herein shall prevail over those GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

CLAUSE	GENERAL CONDITIONS	SPECIAL CONDITION OF CONTRACT
2.1.1	Eligibility	Restricted tender
2.15	Deadline for submission	On or before 15th December, 2020 at 10.30 am
2.15.3	Bulky documents	Shall be received in the state department of petroleum on or before 15th December, 2020 , at 10.30 am
2.2.2	Cost of tender document	Tender document will be obtained from the procuring entity free of charge
2.28.1	Performance security	No performance security required
2.4	Clarification of documents	Any clarifications should be sought at least three (3) days before the deadline on email ps@petroleum.go.ke
3.6	Method and condition of performance	Leasing of Thirty(30) car parking spaces/bays for use by SDP staff
3.7	Method of payment	All payments shall be made by EFT
3.8	Price adjustment	No adjustment of price quoted within 12 months after signing of contract
3.13	Dispute resolution	<p>“The Procuring Entity and the Contractor/Contractor shall make every effort to resolve amicably by direct informal negotiation any agreement or dispute arising between them under or in connection with the contract. If, after thirty (30) days from the commencement of such informal negotiation both parties have been unable to resolve amicably a contract dispute, either party may require arbitration in accordance with the following provisions:</p> <p><u>1.Selection of arbitrators:</u> Each dispute submitted by a party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:</p> <p>(a) Where the parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such arbitrator within thirty (30) days after receipt by the other party of the proposal of a name for such an appointment by the party who initiated the proceedings, either party may apply to the Nairobi Centre for</p>

		<p>international arbitration for appointment of an arbitrator qualified for the technical matter in dispute.</p> <p>(b) Where parties do not agree that the dispute concerns a technical matter, each shall appoint one arbitrator each, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. if the arbitrators named by the parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the parties has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Nairobi Centre for international Arbitration.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one party fails to appoint its arbitrator within thirty (30) days after the other party has appointed its arbitrator, the party which has named its arbitrator may apply to the National Centre for international Arbitration to appoint a sole arbitrator, for the matter in dispute, and the arbitrator appointed to such application shall be the sole arbitrator appointed to such application shall be the sole Arbitrator for that dispute.</p> <p>2. Rules of procedure. Except as stated herein, arbitration proceedings shall be conducted in accordance with the Nairobi Centre for International Arbitration Rules in force when this contract was signed.</p> <p>3. Substitute arbitrators. If for any reason an arbitrator is unable to perform his/her functions, a substitute arbitrator shall be appointed in the same manner as the original arbitrator.</p> <p>4. Seat of arbitrator. The seat of the arbitration shall be in Kenya.</p> <p>5. Language. The language of arbitration shall be English</p>
3.16	Applicable law	The contract shall be interpreted in accordance with the laws of Kenya
3.17	Notices	<p>Any notices given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address;</p> <p style="text-align: center;">The Principal Secretary Ministry of Petroleum and Mining State Department for Petroleum</p>

		<p>P.O. Box 51614-00100 Nairobi. Email : ps@petroleum.go.ke</p> <p>A notice shall be effective when delivered or on the notices effective date, Whichever is later</p>
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SECTION V: DESCRIPTION OF SERVICES

Provision of Thirty (30 No.) parking spaces for use by State Department for Petroleum staff a period of one year

The State Department for Petroleum would like to procure Thirty (30 No.) parking spaces/bays for its staff. The parking spaces will be meant for private parking by members of staff.

Attributes of the service required

S/NO	ATTRIBUTES OF THE SERVICE REQUIRED
1.	Parking spaces should be located near Nyayo House building offices within a radius of 500 meters
2.	Access to parking spaces 24 hours including weekend access at all the time
3.	Security at the entry and exit points
4.	The allocated parking spaces for the ministry to be marked SDP.

SECTION VI – SCHEDULE OF REQUIREMENTS – PARKING SPACES

Item No	Service Description	Quantity	Delivery Time
1	Parking spaces should be located near Nyayo House building offices within a radius of 500 meters	30 Parking spaces/Bays	Parking spaces will be required daily by the entitled staff
2	Access to parking spaces 24 hours including weekend access at all the time		
3	Security at the entry and exit points		
4	The allocated parking spaces for the Department shall be marked SDP.		

MANDATORY REQUIREMENTS

1. A copy of certificate of registration / incorporation
2. A copy of valid tax compliance certificate
3. Copy of Business Permit/License
4. Dully completed price schedule (dully filled, signed and stamped)
5. Dully filled, signed and stamped Schedule of requirements
6. Dully filled, signed and stamped form of tender
7. Dully filled, signed and stamped Confidential Business Questionnaire

NB: Responsive service provider will enter into agreement with the State Department for Petroleum for a period of 12 months from the date of signing the contract.

SECTION VII; PRICE SCHEDULE OF SERVICES

PROVISION OF THIRTY (30 NO.) PARKING SPACES FOR USE BY SDP STAFF FY 2020- 2021

DESCRIPTION	UNIT PRICE PER SPACES PER VEHICLE / DAY (KSH) <i>(inclusive of all taxes)</i>	TOTAL PRICE FOR 30 NO. SPACES PER DAY(KSHS) <i>(inclusive of all taxes)</i>	TOTAL PRICE FOR 30 NO. SPACES PER MONTH <i>(inclusive of all taxes)</i>	REMARKS
Thirty (30 No.) Parking spaces for use by SDP Staff FY 2020- 2021				

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

SECTION VIII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorisation form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

FORM OF TENDER

Date _____

Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers,*
the of which is hereby duly acknowledged, wed, the undersigned, offer to provide.
[description of services]
in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to 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 _____ 20
[signature] *[In the capacity of]*
 Duly authorized to sign tender for and on behalf of _____

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 materials and spares. Viz..... [brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises</p> <p>Plot No,Street/Road.....</p> <p>Postal addressTel No.Fax Email</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>

	<p align="center">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p>																				
	<p align="center">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
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1.																		
2.																		
3.																		
4.																		
	<p align="center">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
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1.																		
2.																		
3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				

TENDER SECURITY FORM

Whereas[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender] for the provision of

[name and/or description of the services]

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

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

Of.....having registered office at

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

[name of procuring entity](hereinafter called “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 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)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

8.1 BIDDER'S DECLARATION AND INTEGRITY PACT

8.1.1 Bidder's Declaration

We/I the undersigned, in the capacity of
..... for [name of the
company/firm/individual] certify that the **bidder is not in any of the following situations:**

- 1 Bankruptcy; are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings;
- 2 Payments to us have been suspended in accordance with the judgment of a court other than a judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose off our property;
- 3 Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;
- 4 Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;
- 5 Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;
- 6 Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and
- 7 Are in breach of contract on another contract with the Government of Kenya or other local or international contracting authority or foreign government.
- 8 Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;
- 9 Have not fulfilled obligations relating to payments of taxes or statutory contributions.

If the bidder is in any of the above listed situations, kindly attach documents giving details of the situation.

Names in full: [.....]

Duly authorized to sign this bid on behalf of (bidder's name):

[.....]

Place and date: [.....]

Stamp of the firm/company:

Integrity Pact

Bidder's Oath to fulfill the Integrity Pact

Accepting that transparent business management and fair public administration are key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present **PROVISION OF THIRTY (30 NO.) PARKING SPACES FOR USE BY SDP STAFF FY 2020-2021.**

1. We shall not conduct any unethical business practices, such as bid-rigging for the sake of a particular bidder to win the bid, or price-fixing. If proven as a fact that we have engaged in bid-rigging for the sake of a particular bidder to win the bid, we shall accept to be prohibited from submitting bids placed by State Department for Petroleum (herein referred to as State Department for Petroleum for a period of two (2) years. If proven that we have discussed with other bidders in a bid to fix a price, or rigged a bid for a particular bidder to win the bid, we shall accept the prohibition from submitting bids placed by State Department for Petroleum for a period of two (2) years. If any unethical behaviour is tantamount to a fraudulent practice, we accept that such a case may be handed over to the authorities for investigation and possible prosecution.
2. In the process of bidding, or concluding or execution of a contract, we shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to related officials, and in case it is proved that we have violated any terms of this Integrity Pact in relation with a bid, or concluding or execution of a contract, or offered bribes for favours in a contract, to win a contract, or facilitate payment which should not have been forthcoming, we shall accept the prohibition from submitting a bid placed by State Department for Petroleum for a period of two (2) years. If proven as a fact that we have offered bribes to State Department for Petroleum or related officials for favours regarding a bid or contract to a bidder or a winning bidder, or for the purpose of faulty execution of the objectives of a contract, we shall accept the prohibition from submitting bids placed by State Department for Petroleum for a period of two (2) years. If proven that we have offered bribes to State Department for Petroleum or related officials in relation to bidding, or concluding or execution of a contract, we shall accept the prohibition from submitting bids placed by State Department for Petroleum for a period of two (2) years.
3. In case it is proven that we have offered bribes to a related official or a State Department for Petroleum official regarding a bid, or concluding or execution of a contract, we shall accept the cancellation of the contract, and shall not file any civil, administrative or criminal appeals.
4. We shall make our best effort to institute a Company Code of Conduct that prohibits bribery, bid rigging/fixing or any other corrupt practices in business relations with officials and State Department for Petroleum, and a company regulation that prohibits any retaliatory acts toward anyone reporting inside corruption.
5. In addition, I confirm on behalf of the bidder that the details included in the bidders profile and experience sheet and our quotation are correct to the best of my knowledge and belief. In addition, we authorize, State Department for Petroleum to seek information from any source to confirm our compliance with the requirements of this Integrity Pact.

6 The bidder authorizes State Department for Petroleum, to seek information from any source, including publication of the name of the bidder to confirm that the bidder is compliant with the requirements of this Integrity Pact.

We shall fulfill this Integrity Pact as a solemn oath made on the basis of mutual trust, and, if and when we win a bid, we shall sign and fulfill the above as a “Special Condition of Contract,” and not file any civil, administrative or criminal appeals regarding any of the above terms.

Dated: _____

Signed by: _____

Full Name printed: _____

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above mentioned decision on
the following grounds , namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.
- etc

SIGNED (Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary