

NAIROBI CITY COUNTY



SUPPLY AND DELIVERY BITUMEN.

TENDER NO. NCC/RPW&T/RT/289/2017-2018

**COUNTY SECRETARY
P.O Box 30075-00100
NAIROBI**

JUNE 2018

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Introduction

- 1.1 This Standard Tender Document has been prepared for use by public entities in Kenya
- 1.2 The following general directions should be observed when using the document.
 - (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options
 - (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.
- 1.3
 - (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.
 - (b) The Invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

**SECTION I INVITATION TO TENDER
DATE 11/06/2018**

TENDER REF NO: NCC/RPW&T/RT/289/2017-2018

TENDER NAME: SUPPLY AND DELIVERY OF BITUMEN

The Nairobi City County invites sealed bids from eligible candidates for supply and delivery of bitumen.

Interested and eligible candidates may obtain further information, inspect and download the tender document for free from the NCC website; www.nairobi.go.ke or soft copy from procurement department. All clarifications and/or amendments will be published in NCC website and tenderers are required to check for any addendums or amendments in the course of the bidding period prior to the closing date.

Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at Procurement Department Room 105,1st

**Floor City Hall Annex be addressed to
County Secretary
Nairobi City County
P.O. Box 30075-00100
NAIROBI**

So as to be received on or before **18th June 2018 at 12.00 Noon**

- 1.1 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 30 days from the closing date of the tender.
- 1.2 Special groups only are eligible to apply

**PETER KARIUKI
COUNTY SECRETARY & HEAD OF COUNTY PUBLIC SERVICE**

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 supply of goods 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 All firms found capable of performing the contract satisfactorily in accordance with 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) Schedule of requirements
- (iv) Technical Specifications
- (v) Tender Form and Price Schedules
- (vi) 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 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 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 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 that the goods and ancillary services to be supplied by the tenderer are eligible goods and 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 goods to be supplied, a brief description of the goods, their country of origin, 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 goods 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 Tender's 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 60 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 goods 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 goods.

b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;

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 goods;
- (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 goods and 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.

2.15 Validity of Tenders

Tenders shall remain valid for 90 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.

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.

2.19 Evaluation and Comparison of Tenders

Mandatory documents:

Bidders are required to **submit copies** of the following:-

- (a) PIN /VAT Certificate of the firm bidding,
- (b) Certificate of incorporation of the firm bidding,
- (c) Tax compliance certificate

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

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

2.19.3 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.

SEC III SPECIAL CONDITIONS OF CONTRACT

3.1 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.

3.2 The City County shall issue Local Purchase Orders for supply and delivery of various units as and when required during the contract validity period. Payment shall be made after the goods have been supplied and accepted that they are in good order and comply to specifications.

3.3 Where in doubt, the Council shall randomly sample the goods and subject them to compliance testing. No payment shall be made until the Test certificates have been received. If the goods are rejected the supplier shall be required to take away the affected goods and replace with others that comply at their cost.

3.4 To be noted under special conditions of contract. The Nairobi City County shall have a right and would not be held responsible for not issuing the Local Purchase Order for the total quantities in the Contract.

3.5 The Nairobi City County requires that the Tender document **MUST** be submitted in the same form as provided without any mutilation.

3.6 The winning bidder to collect the samples to be delivered at Nanyuki Road Depot Stores.

Bidders must

- a) Specify mode of payment and cost must be inclusive of delivery to CITY HALL ANNEX 9th FLOOR
- b) Bidders **MUST** serialize their document
- c) Specify delivery period from the time of issuance of order or Legal Contract

TECHNICAL EVALUATION CRITERIA

- a) Responsiveness at preliminary stage shall qualify candidates to technical Evaluation stage.
- b) Minimum score at the technical evaluation stage is 70 marks, Candidates with score of 70 marks and above shall qualify to financial Stage of evaluation.
- c) Scores for each item will not be apportioned except for item S/No 3(on LPOs/LSOs as indicated below

The table below contains scores for technical requirements for evaluation.

| S/NO | ITEM DESCRIPTION | MARKS AWARDED |
|--------------------|--|---------------|
| 1 | Audited financial accounts for the last two (2) financial years. Financial statements without auditor's report will not be accepted; the report should be stamped and signed by the auditor. | 20 |
| 3 | Bidders are required to submit evidence of past experience by submitting five Local purchase orders LPOs or Local service orders (LSO, Each LPO/LSO will attract 3 marks. | 15 |
| 4 | The bidder is required to provide documentation on the company profile and management structure, indicating the present holders of positions provided. | 15 |
| 5 | Recommendation Letters from at least five clients together with a list of firms served, contact person telephone numbers and type of contract. | 5 |
| 6 | Schedule of requirements properly filled with ALL Quoted items having unit price, total amount, brand and country of origin | 10 |
| 7 | Delivery period duly filled for each item tendered for, as per the schedule provided in the bid document. | 5 |
| 8 | Business confidential questionnaire (duly filled and signed) it should indicate full names of proprietor(s) or directors of the firm as provided in the form. | 10 |
| 9 | Form of tender (duly filled, signed and stamped) | 20 |
| TOTAL SCORE | | 100 |

2.20 Contacting the Procuring entity

2.20.1 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.

2.20.2 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.

2.21 Award of Contract

(a) Post-qualification

2.21.1 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.

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.

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

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

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

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

Notification of Award

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.

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

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

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and 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 goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

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.

SECTION III - Country of Origin

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

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

Standards

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

IV SCHEDULE OF REQUIREMENTS

MATERIAL SPECIFICATIONS

1. Straight Run Bitumen Penetration Grade 80/100

| DESCRIPTION | SPECIFICATIONS |
|--|----------------|
| Penetration at 25° (100g-5 a) 0.1mm | 80 - 100 |
| Softening point (Ring and Ball) °C | 45 - 52 |
| Flash point (Cleveland open cup)°C (min) | 225 |
| Ductility at 25°C cm (min) | 100 |
| Loss on heating (5 h at 163°C)% (max) | 0.5 |
| Penetration of residue from loss on heating (100g-5s) % of initial pen (min) | 80 |
| Specific gravity at 25°c | 1.1. - 1.06 |
| Solubility in Carbon tetrachloride % (min) | 99 |

The rates inserted here below shall be for the Supply and Delivery of **bitumen** for the indicated items conforming to the stated specifications upon issuance of an LPO or Letter of Award.

Term of Reference

2.1 The awarded contractor will supply the following: -

| S/NO | ITEM DESCRIPTION | Unit of issue | quantity |
|------|-----------------------|---------------|----------|
| 1. | Bitumen in 200kg drum | No | 500 |
| | | | |

4.0 Duration, Timeframe of supply and delivery

The procuring entity would require that the eligible tenderer provide the delivery period of the assignment.

5.0 Confidentiality

The awarded contractor would be required to carry out the whole process with Confidentiality and ensure Ethics and Integrity in the examination.

6.0 Method of selecting eligible contractor

The selection will be based on the evaluation criteria as set out in the tender document.

SECTION VIII - STANDARD FORM

Notes on the sample Forms

1. Confidential Business Questionnaire Form -This form must be completed by the tenderer and submitted with the tender documents.

8.2 SCHEDULE OF PRICE

The awarded contractor will supply the following: -

| S/NO | ITEM DESCRIPTION | QUANTITY | UNIT OF ISSUE | UNIT COST | TOTAL COST | DELIVERY PERIOD | COUNTRY OF ORIGINAL |
|------|------------------------|----------|---------------|-----------|------------|-----------------|---------------------|
| 1. | Bitumen in 200Kg drums | 500 | NO | | | | |
| | Grand total | | | | | | |

8.1 FORM OF TENDER

Date _____

Tender No. _____

To: _____

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name
Location of business premises.....
Plot No..... Street/Road
Postal Address Tel No. Fax E
mail
Nature of Business
Registration Certificate No.....
Maximum value of business which you can handle at any one time –
Kshs.....
Name of your bankers Branch

Part 2 (a) – Sole Proprietor

Your name in full..... Age
Nationality Country of origin
• Citizenship details.....

Part 2 (b) Partnership

Given details of partners as follows:

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

Part 2 (c) – Registered Company

Private or Public

.....

State the nominal and issued capital of company-

Nominal Kshs.....

Issued Kshs.....

Given details of all directors as follows

| Name | Nationality | Citizenship Details |
|--------|-------------|---------------------|
| Shares | | |
| 1..... | | |
| 2..... | | |
| 3..... | | |
| 4..... | | |
| 5..... | | |

Date Signature of Candidate

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