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**COUNTY ASSEMBLY OF BUNGOMA  
SECOND ASSEMBLY, FIFTH SESSION**

**SPECIAL REPORT OF THE PUBLIC ACCOUNTS COMMITTEE  
ON THE IRREGULAR PROCUREMENT FOR THE SUPPLY AND  
DELIVERY OF SUPER PETROL AND DIESEL IN THE COUNTY  
EXECUTIVE OF BUNGOMA.**

**FEBRUARY, 2021**

**Clerks Chambers,  
County Assembly Buildings  
PO BOX 1886,  
BUNGOMA, KENYA.**

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## 1.0 PREFACE

### 1.1 ESTABLISHMENT OF THE COMMITTEE AND ITS MANDATE

**Mr. Speaker Sir,**

The County Public Accounts Committee is a Select Committee established under Standing Order No. 186 of the Bungoma County Assembly standing orders and is responsible for-

(i) the examination of the accounts showing the appropriation of the sums voted by the County Assembly to meet public expenditure and of such other accounts laid before the County Assembly as the committee may deem fit.

Article 195 of the Constitution of Kenya, 2010 provides that-

(1) A County Assembly or any of its committees has power to summon any person to appear before it for the purposes of giving evidence or providing information.

(2) For the purpose of clause (1), an Assembly has the same powers as the High Court to-

(a) Enforce the attendance of witnesses and examining them on oath, affirmation or otherwise;

(b) Compel the production of documents; and

(c) Issue a commission or request to examine witnesses abroad.

Section 19 of the County Assemblies Powers and Privileges Act, 2017 on examination of witnesses states that;

Where a County Assembly or a Committee requires that any information be verified or otherwise ascertained by the oral examination of a witness, the County Assembly or the committee may-

(a) Cause such witness to be examined on oath; and

(b) Require the witness to produce any document, paper, book or record in the possession or under the control of the witness which may have a bearing on the subject of the inquiry.

### 1.1 Guiding Principles

In the execution of its mandate aforesaid, the committee is guided by core constitutional and statutory principles on Public Finance Management, as well as established customs, traditions, best practices and usages. These principles include:-

#### 1). Constitutional Principles on Public Finance

Article 201 of the Constitution of Kenya, 2010 enacts fundamental principles that *“...shall guide all aspects of public finance in the Republic...”* These principles include, *inter alia*, that: **201(a)** *there shall be openness and accountability, including public participation in financial matters;* **201(d)** *Public money shall be used in a prudent and responsible way;* and **201(e)** *Financial management shall be responsible, and fiscal reporting shall be clear.*

Article 227 of the constitution of Kenya 2010 on procurement of public goods and services provides as follows:-

*227(1) When a State organ or any other public entity contracts for goods or services, it shall do so in accordance with a system that is fair, equitable, transparent, competitive and cost-effective.*

The provisions of section 117 (1) & (2) of the County Governments Act, 2012 on standards and norms for public service delivery state that;

(1) A County Government and its agencies shall in delivering public services-

(a) Give priority to the basic needs of the public;

(b) Promote the development of the public service institutions and ensure that all members of the public have access to basic services.

(2) Public services shall be equitably delivered in a manner that accords to-

(a) Prudent, economic, efficient, effective and sustainable use of available resources;

(b) continued improvement of standards and quality;

- (c) Appropriate incorporation of the use of information technology; and
- (d) Financial and environmental sustainability.

## **2) Direct Personal Liability**

Article 226(5) of the Constitution is emphatic that, *“If the holder of a public office, including a political office, directs or approves the use of public funds contrary to law or instructions, the person is liable for any loss arising from that use and shall make good the loss, whether the person remains the holder of the office or not”*.

The Public Accounts Committee has hoisted high these constitutional provisions as the basis for holding each individual, Public Officers directly and personally liable for any loss of public funds under their watch. The Committee has and will continue to invoke these provisions in its recommendations to hold those responsible; personally accountable. This is also intended to serve as a deterrent measure.

## **3) Obligations of Accounting Officers designated to County Government entities**

**Section 149(1), of the PFM Act, 2012 stipulates that:** *“An accounting officer is accountable to the County Assembly for ensuring that the resources of the entity for which the officer is designated are used in a way that is lawful and authorized; effective, efficient, economical and transparent.”*

This provision also obligates accounting officers designated as such to various County Government entities to appear before the Public Accounts Committee of the County Assembly to respond to queries relating to their respective departments.

Section 156 of the PFM Act, 2012 provides that;

(1) If an accounting officer reasonably believes that a public officer employed by a county government entity has engaged in improper conduct in relation to the resources of the entity, the accounting officer shall-

(a) Take appropriate measures to discipline the public officer in accordance with regulations; or

(b) Refer the matter to be dealt with in terms of the statutory and other conditions of employment applicable to that public officer.

(2) If the County Executive Committee Member for Finance reasonably believes that an accounting officer has engaged in improper conduct within the meaning of sub-section (4), the County Executive Committee Member for Finance shall-

(a) Take appropriate measures to address the matter in accordance with laid down procedures; or

(b) refer the matter to be dealt with in terms of the statutory and other conditions of employment applicable to that public officer.

(3) The measures referred to in sub-section (2) (a) include the County Executive Committee Member for Finance revoking the designation as accounting officer.

(4) For the purposes of this section, a public officer engages in improper conduct if the officer-

(a) Contravenes or fails to comply with this Act or any regulation in force;

(b) undermines any financial management procedures or controls;

(c) Makes or permits an expenditure that is unlawful or has not been properly authorised by the entity concerned; or

(d) fails without reasonable cause to pay eligible and approved bills promptly in circumstances where funds are provided for.

This section of the law further empowers the appointing authority to discipline errant accounting officers, which could include revoking their appointments. This provision has sealed a longstanding loophole that has previously seen accounting officers continuously commit or preside over fiscal indiscipline and malpractice in their departments with impunity without sanction.

The County Public Accounts Committee strongly holds the view that these provisions of the law were intended to be fully deployed to operationalize the principles set out under Article 201 of the Constitution stated hereinabove and to ensure prudent and responsible use of public funds. The Committee has accordingly invoked these provisions in recommending varying disciplinary actions against persons or public officers who bear responsibility for breach of the law and/or are responsible for the loss or wastage of public resources.

The County Public Accounts Committee places a premium on these principles, among others, and has been guided by them in the entire process that has culminated into the production of this report.

The Committee further derives its powers from the Public Procurement and Assets Disposal Act 2015, the Public Procurement and Assets Disposal Regulations 2006, the Public Finance Management Act 2012, the Public Finance Management (County Governments) Regulations, 2015 the County Governments Act, 2012 and the Constitution of Kenya 2010.

**Mr. Speaker Sir,**

On behalf of the Members of the Public Accounts Committee, I now hereby present to this House, the Committee's report on the investigations into the Irregular Procurement for the supply and delivery of super petrol and diesel through card dispensed services in the County Executive of Bungoma.

### **1.3 Committee Membership**

The Public Accounts Committee as currently constituted comprises of the following members:

- |                         |                  |
|-------------------------|------------------|
| 1. Hon. Tony Barasa     | Chairperson      |
| 2. Hon. Joseph Magudah  | Vice-chairperson |
| 3. Hon. Eric Wapang'ana | Member           |
| 4. Hon. James Chesibok  | Member           |
| 5. Hon. Jerusa Aleu     | Member           |

6. Hon. Isaiah Sudi Member
7. Hon. Winnie Nyambok Member
8. Hon. Everlyne Mutiambu Member
9. Hon. Metrine Nangalama Member
10. Hon. Tindi Manasseh Member
11. Hon. Martin Pepela Member



#### 1.4 CONFIDENTIALITY UNDERTAKING BY MEMBERS OF THE COMMITTEE AND ITS SECRETARIAT.

To enhance the integrity of the committee and its work, members of the Public Accounts Committee have signed a confidentiality undertaking in accordance with the provisions of Bungoma County Assembly Standing Order No. 82. Honourable Members and members of the secretariat have undertaken that they will not disclose any matter relating to the proceedings of the committee that is classified as confidential which shall include any evidence or documents presented to the committee and any information under discussion or deliberation at its meetings relating to the subject matter.

#### 1.5 TERMS OF REFERENCE

Vide a resolution at its meeting held on Tuesday, 6<sup>th</sup> October, 2020 in the Tent, at the County Assembly Buildings, the committee resolved on its own motion (*suo-moto*) to investigate the irregular procurement of fuel in Bungoma County Executive. The committee was to inquire into and report to the County Assembly on the following: -

1. Establish whether there was compliance or lack of it on the part of the Office of the County Secretary, County Government of Bungoma with the provisions of Article 227 of the Constitution of Kenya, 2010 regarding the procurement of public goods and services in respect to the procurement of M/s Webmar Investments Limited (Webuye Total Service Station) for the supply and delivery of super petrol and diesel through card dispensed services.
2. Ascertain whether the reasons or grounds advanced as justification that led to the award of the tender in question through direct sourcing indeed satisfied the conditions or constitutional requirements laid down under section 103 of the Public Procurement and Assets Disposal Act, 2015.
3. Establish whether the procedure followed to award the said tender through single sourcing culminating into both parties to enter into a **two year** contract running from 1<sup>st</sup> February, 2020 to 1<sup>st</sup> February, 2022 and the subsequent award of the tender by the said county department to M/s Webmar Investment Limited (Webuye Total Service Station) was procured through a flawed process under the meaning of sections 103 & 104 of the Public Procurement and Assets Disposal Act, 2015.
4. Ascertain whether public finance management and public procurement and Assets Disposal procedures were fully complied with in the course of execution of the said contract.

5. Ascertain whether the accounting officer in the Office of the County Secretary conducted himself professionally in regard to the requirements of the public procurement and Assets Disposal Act, 2015 in the process of execution of the contract between the entity being the client/procuring entity and M/s Webmar Investment Limited (Webuye Total service station as the tendered/supplier).
6. Establish the role(s) played by the county department of supply chain management services in respect to the subject matter.



### 1.6 EVIDENCE TAKEN

The Committee held several sessions on diverse dates between 26<sup>th</sup> November and 25<sup>th</sup> January, 2021 during which it interrogated various officers deemed to have been involved in the procurement of fuel by the County Executive.

In its interrogations, the Committee heard and received both oral and written evidence from the following officers:

Chief Officer, Office of the County Secretary, the Deputy County Secretary (representing the County secretary), the Evaluation Committee, the County Director-Supply Chain Management services and the former Acting Director-Supply Chain management services, the transport manager and the Director Webmar Investments Limited. In this exercise, the Committee was strictly guided by the above quoted Constitutional principles as well as rules, procedures and customs as stated herein above.

Mr. Speaker Sir, the Public Accounts Committee retreated from 3<sup>rd</sup> to 8<sup>th</sup>. December 2020, at Kika Hotel- Kisumu to write and compile this report.

## 2.0 SUBMISSIONS

### 2.1 Director Webmar Investment Limited (Mr. Wycliffe Nyongesa Munyasi).

He appeared before the Committee on 3<sup>rd</sup> December, 2020 and submitted as follows;

That in early November 2019, he checked on the public procurement information portal if there was any open tender. On the portal, he found one in the County Government of Bungoma for supply and delivery of super petrol and diesel card dispensed services vide IFMIS negotiation number 758393-2. He therefore responded to the tender online.



He explained that on 6<sup>th</sup> January, 2020, he received a letter of notification of award from the Chief Officer, Office of the County Secretary. His company immediately responded by issuing an acceptance letter of tender award on the same date. The contract was then signed between the County Government of Bungoma and Webmar Investments Limited on 22<sup>nd</sup> of January 2020 running for two years from 1<sup>st</sup> February, 2020 to 1<sup>st</sup> February, 2022.

When asked whether he was prequalified, he explained that he was not prequalified to supply and deliver super petrol and diesel.

Members inquired on whether during the procurement process, the conditions set out in regard to Article 227 of the Constitution were complied with, and the director said he was not aware. However, he stated that it was a restricted tender.

The director was put to task to explain what he understood between restricted tender and direct procurement. The director was unable to differentiate between the two modes of procurement and also lacked the understanding of the law in respect to direct and restricted tendering.

On the number of the directors, members were informed that Webmar Investments Limited has two directors namely; Mr. Wycliffe Nyongesa and Mr. Yasin Abdikadir. The director further submitted that during incorporation of the company, the two directors contributed 50% of shares each. However, Mr. Wycliffe Nyongesa has since contributed more capital and thus holds more than 95% of the shares and hence Mr. Yasin Abdikadir is a passive share holder.

When asked when the company was incorporated, the director clarified that Webmar Investments Limited registered as a company in 2016 and begun its operations in 2018.

On this note, the committee tasked him to explain where he acquired experience to supply and deliver super petrol and diesel card dispensed services, the director informed members that, the card dispensed services are being offered by Total Kenya which had an experience of more than 10 years' with over 60 petrol stations in Kenya.

On his response to the letter dated 4<sup>th</sup> October 2019 requesting the county to prequalify Webmar Investment Limited, the director explained that the letter was being sent out to various institutions as an introduction and in anyway, it was not in line neither was it related to the tender in question.

The director also submitted that the following departments took fuel on credit;

County Secretary   Kshs. 384,249.00

Trade and Energy Kshs   797,066.00

Grant Total           Kshs 1,181,315.00

To this far, the committee tasked the director to explain why they offered credit to the aforementioned departments, when card dispensed service is a prepaid service, he said it was a negotiation arising from the national Government's inability to release funds to the counties.

On Card dispensed services; the director explained that the service gives advantage to the procuring entity including kshs 2 discount per litre which is retained on the card. Though members noted that kshs 2 discount did not reflect on the statements.

Members inquired on how many vehicles had so far fuelled from Webmar Investments Limited, the director indicated that about 70 vehicles drawn from the following departments; Trade and Energy, Finance and Economic Planning, Tourism, Environment and Natural Resources, Gender and Culture, Office of the County Secretary drew fuel from the station.

On controls, the director responded that they have instituted measures including issuing tags on the vehicles before fuelling.

## 2.2 SUBMISSIONS FROM THE TENDER OPENING/ EVALUATION COMMITTEE

The chairman of the Tender Evaluation Committee Mr. George Iteke, appeared before the Committee on 26<sup>th</sup>. November, 2020 as per the letter of invitation from the Office of the Clerk dated 19<sup>th</sup> November, 2020.

The committee inquired why he opted to appear alone instead of being accompanied by all the members as per the letter of invite. In response, the Chairman informed members that he received an apology from the Secretary who was unwell but the other members may have not received the information in time.

The committee asked him whether he could be competent enough to respond to the issues in the absence of the Secretary to the committee who is also the Procurement Officer in the department. On this, he informed members that he could respond to a few questions which may not be technical in nature. He further said that the secretary to the committee is better placed to respond on all technical issues related to procurement and in particular, the tendering process.

The committee asked general questions in relation to engagement of Webmar Investments Limited to supply fuel to Bungoma County Executive where the Chairman informed members that he was called by the Procurement Officer, in the Office of the County Secretary whom they worked together in one department and requested him to assist the department in evaluating the tender in the system.

The Officer informed members that he accepted the request and was made the Chairman of the committee. He further informed members that he raised issues with the secretary as to whether the bidder had been pre-qualified by the County Government or not. He also asked why the department opted for direct procurement for the service. Members were informed that the secretary assured the tender committee that the Company in the system had been pre-qualified and that there was nothing wrong for them to go ahead and evaluate.

During the interrogation, the Officer was unable to satisfactorily respond to some of the questions raised and requested the committee to allow him go back and come with other members including the secretary on a later date. The committee agreed to the request and ordered him and the entire evaluation committee to appear before it to shed more light on 29<sup>th</sup> November, 2020 at 9:00am.

The entire evaluation committee appeared on the said date at 2:00 pm and apologized to the committee for the delay saying they were attending to a function convened by His Excellency, the governor.

The committee membership was as follows:

1. George Itেকে- Chairman
2. Dan Wekesa – Member
3. Wenslaus Puria- Member
4. Celestine Mbinga- Secretary

They were asked whether they had the Tender Evaluation minutes and whether they had also been issued with appointment letters as members of the evaluation committee. All of them agreed that indeed they were given appointment letters by the Accounting Officer in the Office of the County Secretary vide a letter dated 1<sup>st</sup> December, 2019 as annexed (Annex-1). The appointment was for them to serve as members of the Tender Opening and Evaluation Committee.

The secretary was asked to give the chronology of events on how Webmar Investments Limited Company was awarded the tender to supply fuel in the entire County Government departments.

The committee was informed that, the powers to choose the method of procurement was vested in the Accounting Officer. The secretary further submitted that, the Accounting officer in the Office of the County Secretary which was the procuring



entity did a justification letter to the Ag. Director Supply Chain Management as to why the department was opting for direct procurement of the fuel services in the County.

Asked if she knew who settled on Webmar Investments Limited against the many potential suppliers within Bungoma County, the secretary informed members that she did not know. She also informed members that she sought advice from the director supply chain management as to how Webmar Investments Limited was arrived at as the only supplier in the system during opening. She indicated that the Ag. Director informed her that he was aware and that the committee goes ahead to evaluate the tender.

She also submitted to the committee that the grounds for direct method of procurement was well outlined in the Public Procurement and Assets Disposal Act, 2015 particularly Section 103. She informed members that she did not take part in the initial evaluation of the earlier tendering process where only two bidders responded.

The secretary further submitted that she advised the accounting officer to do a justification letter for the choice of direct method. A letter dated 5<sup>th</sup> November, 2019 was tabled before the committee signed by the Accounting Officer for perusal is also *annexed* (Annex-2).

The committee was also informed that the Evaluation Committee was not aware of a letter by Webmar Investments Limited to the Chief Officer, Office of the County Secretary requesting to be pre-qualified as suppliers of fuel in the County Executive. The secretary also informed members that due diligence was not done to establish if there were other suppliers in Bungoma County and specifically Bungoma town supplying fuel using card dispensed system.

The secretary said that the opening and evaluation minutes were submitted to the committee through the Accounting Officer. The copies were availed to the Committee as *annexed*. (Annex 3).

She finally informed members that they only did what they were required to do in compliance with the law as Evaluation committee members and that if there was any non-compliance of the law occurring at any other step and apart from the Evaluation, then they were not party to it.

The other three members of the opening and evaluation committee submitted to the committee that their role was simply to evaluate the bidder at both technical and financial levels. Only one bidder by the name Webmar Investments Limited was disclosed after the secretary opened the system.

They further informed members that they evaluated the bidder against the check list as provided in the specifications.

### 2.3 CHIEF OFFICER, OFFICE OF THE COUNTY SECRETARY (DR. CHRISPINUS NYONGESA SIMIYU).

Dr. Chrispinus Nyongesa Simiyu appeared before the Committee on the 26<sup>th</sup> November, 2020 and again on the 25<sup>th</sup> January, 2021 alongside other County Government officers and the committee put him to task regarding the following issues;



- (1) Why advertise to procure through framework contracting and later resort to direct procurement?
- (2) An explanation on justification to use direct procurement method.
- (3) M/s Webmar Investments Limited applied to be pre-qualified on 14<sup>th</sup> October 2019, why directly single source to award it the tender, unless there was conflict of interest and the purpose was also to avoid competition?
- (4) Annual Tenders for the supply of fuel and Diesel were advertised on 5<sup>th</sup> September 2019. Why resort to direct procurement later on?
- (5) An explanation as to why the County Executive, through the Office of the County secretary signed for a 2 year contract running from 1<sup>st</sup> February, 2020 to 1<sup>st</sup> February, 2022 for a directly procured item and yet the Tenderer/supplier was not the only known available supplier for the product under the meaning of Section 103(2) (a), of the Public Procurement and Assets Disposal Act, 2015?
- (6) Communication (if any), made to the chief officers, in charge of various County Government departments to the effect that all county Government vehicles should start fuelling from the Tenderer now that a contract had been signed.
- (7) Communication to the effect that some county vehicles should continue drawing fuel from previous sources?
- (8) The chief officer was also tasked to avail the fuel register for the period fuel had been drawn since the contract was signed for committee verification.

#### **These were his submissions;**

That on several occasions, serious issues had been raised concerning the use of fuel by the County Executive vehicles and that most of the County vehicles had since broken down as a result of adulterated fuel the vehicles were consuming. In his

submissions, he singled out a meeting the department had in the month of May 2019, to have a standardised mode of fuelling for the county vehicles during an interrogation of the department's budget by the County Assembly Sectoral Committee on Public Administration and the Chief Officer, Office of the County Secretary and three other chief officers based in the County Department of Public Service Management and Administration, where serious concerns on the matter were also raised.

It was observed that the Executive arm of the County Government of Bungoma was losing a lot of fuel through siphoning and the County Department concerned was put to task to give an elaborate explanation on the measures being taken to curb the excesses in fuel fraud and theft.

That arising from the said outcry, the chief officer then approached the County Secretary and they had a discussion on how best an alternative could be found to the method being used then. The Chief Officer further submitted that, he decided to move around the garages where the County vehicles were being serviced from to establish the circumstances giving rise to rampant mechanical defects reported which also led to their stall.

That arising from the spot-check, it was observed the perennial mechanical defects and breakdowns being experienced by most of the county vehicles was attributed to consumption of adulterated fuel.

That it was against this background that an idea was mooted for the County Executive to procure the services of a reputable supplier and/or firm for the said commodity.

He submitted that the department then made a request to the County department of supply chain management services to initiate the process of pre-qualifying a reputable company/firm for the supply and delivery of super petrol and Diesel-card dispensed services, a system where the fuel would be consumed and paid for through a card dispenser system.

That the Director, County Supply Chain Management was then tasked to approach National Oil Corporation of Kenya (NOCK), as one of the options but it was found out that NOCK does not have outlets across the Western Region save for an outlet situated at Chwele which was found to be insufficient.

At this point, it was decided that a tender be advertised to supply super petrol and diesel to the County Government of Bungoma vide an advert that ran on the Standard Newspaper of 5<sup>th</sup> September, 2019 *as annexed* (Annex 4).

He also stated that only two companies bided, that is: M/s M'big and Shreeji based on an intent made by the department of procurement.

He however submitted that the said bidders did not merit since they do not operate stations countrywide and could also not provide cards as per the request from the County Executive and it therefore necessitated the County to engage the services of M/s Webmar Investments Limited to provide the services as per the letter of award, Acceptance and Contract. Annex 5, 6, 7 respectively) because of the following;

1. The supplier, in conjunction with Total (K) operates the Webuye Total Service Station that has fuel stations all over the Country. This would enable the County Government vehicles to fuel anywhere in the Country with convenience.
2. The station has a fully operational fuel card dispensed service that will prevent cases of fuel fraud and theft.
3. The many Total Service Stations around the Country would ensure a continuous uninterrupted supply of fuel to the County Executive vehicles when in need.

That after consultations with the relevant county department on supply chain management, it was resolved that the department would then engage a supplier through single sourcing method.

He tabled a letter dated 5<sup>th</sup> November, 2019 signed by himself which highlighted the above quoted reasons as justification that informed the department to engage in **direct** method of procurement. The Ag. Director Procurement issued an opinion on the matter. (Annex 8)

#### 2.4 SUBMISSIONS FROM THE FORMER ACTING DIRECTOR, SUPPLY CHAIN MANAGEMENT SERVICES (MR. CHEBOSS B. JUMA).

The former director, Supply Chain Management services in the county, Mr. Cheboss B. Juma appeared before the committee on 18<sup>th</sup> Jan. 2021 and again on the 25<sup>th</sup> January, 2021 following a formal invitation by the Public Accounts Committee.

He submitted that the County Government of Bungoma had been investigated over procurement of fuel by the Director of Criminal Investigations (DCI) and the office of the Auditor General for quite some time and it wanted to bring this issue to a stop. That management of fuel consumption through fuel registers was a difficult affair in the County Government and the County risked to continue being in bad books with the investigative agencies if no serious measure was to be taken. It is on this premise that the County through the Office the County Secretary decided to contract a company/firm for the supply and delivery of super petrol and Diesel through a card dispensed service, a system where fuel would be consumed and paid for through a card dispenser system.



He was then tasked to approach the National Oil Corporation of Kenya (NOCK), as one of the options but it was found out that NOCK does not have outlets across the Western Region save for an outlet situated at Chwele which was found to be insufficient and the company did not also confirm if they could use card system.

At this point, it was decided that a tender be advertised to supply super petrol and diesel to the County Government of Bungoma vide an advert that ran on the Standard Newspaper of 5<sup>th</sup> September, 2019, where only two companies bided, that is: M/s M'big and Shreeji based on an intent made by the department of procurement. These were the very companies that were initially being used to fuel county vehicles. It turned out during evaluation of the bidders that they were non-responsive as per the tender evaluation criteria and the specifications for lack of card service and it was also found that they do not operate stations countywide.

This then necessitated the director to carry out a benchmarking exercise around the County headquarter to check if there could be any service provider who met the requirements. He visited Kassim Washiali a Total outlet agent stationed at Kanduyi, who turned down the offer citing delays in payments and unwillingness to deal with unscrupulous drivers who want to cut deals through fuel. He further explained to the

committee that he approached other various service providers due to their brand names in the petroleum industry. It was at this point that he came across M/s Webmar Investments Limited who agreed to comply with all the requirements. The following was noted;

1. The station has a fully operational fuel card dispensed service that would prevent cases of fuel fraud and theft.
2. The supplier operates the Webuye Total Service Station in conjunction with Total Kenya that has fuel stations all over the Country. This would enable the County Government vehicles to fuel anywhere in the Country with convenience.
3. The many Total Service Stations around the Country would ensure a continuous uninterrupted supply of fuel to the County Executive vehicles when in need.
4. That Webmar Investments could also give some discount for every litre of fuel consumed through the card system.

It was at this point that the County therefore resorted to negotiate with M/s Webmar Investments limited

through direct procurement in compliance with the presidential executive order number 2 of 2019.

On inquiry into how many departments had moved to the card system through the contract, Mr. Cheboss stated that when there were contracts running with M'Big and Shreeji where the County had deposited running balances and this was to be exhausted before reverting to the card system under Total.



**2.5 SUBMISSIONS FROM THE TRANSPORT MANAGER, MR. NATHAN KHALAKAI.**  
The Transport Manager appeared before the Public Accounts Committee on 25<sup>th</sup> January 2021 pursuant to an invitation from the committee.

The Transport Manager informed the committee that he has worked in the County Government since 2016 in the capacity of transport manager and originally was domiciled in the Finance and Economic Planning department but currently has been moved to the Public Administration and the Office of the Governor and Deputy Governor. He stated that through a cabinet resolution, he was requested to give advice on the management of fuel, a subject which he was later not involved when the card system was brought on board.

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The manager further submitted that there exist loopholes in the management of fuel through the card system due to wastages, misappropriation and abuse of the cards and direct fuelling.

He also submitted fuel registers for various departments in the County Government for the Committee's verification.

## 2.6 SUBMISSIONS FROM THE DEPUTY COUNTY SECRETARY (MR. ISAAC MUKENYA).

The Deputy County Secretary appeared before the committee on 25<sup>th</sup> January, 2021 pursuant to the invitation done by the committee and he stated as follows;

In his preliminary submissions, he conveyed to the committee apologies from the County Secretary and Head of Public Service Mr. Joseph Wambati who could not make it to the meeting because he was engaged in another meeting.

In regard to the subject matter, he stated that all options were exploited with a view to finding an option where the County Government departments could cut down on fuel costs and wastages.

At this point, the committee wanted him to expound on which other options the county Government exploited before settling on Webmar Investments and why all departments were not fuelling through the card system if the intention was to cut down on the costs. The committee also sought to know the officers responsible for the enforcement of the contract and how many departments draw fuel through the card system.

He referred the issues raised to the former acting Director of Supply Chain Management Services Mr. Cheboss who stated that, through a survey, it was established that NOCK (K) was no longer active as it used to be and M'big and Shreeji were not offering the commodity through card system. He also approached Total Service station near Co-operative Bank, Bungoma and it turned out that the station had compliance issues.

That during the market survey, it was also established that Shell petrol station only operates in Bungoma and Kimilili towns. He also approached the management of Kanduyi Total Service Station, a Total (K) outlet stationed at Kanduyi, but the said management declined the offer.

The Deputy County Secretary then proceed from where the former witness had reached and submitted that, the County Executive had to settle on Webmar Investments company for the supply and delivery of the commodities in question because the cards are not limited to Webmar alone given that Total Kenya is an International supplier of the said commodity. He also stated that, the County

Government vehicles had recently been experiencing mechanical problems and many of them had broken down.

The committee also sought to know whether one can fuel in Mombasa to which he responded that the card system is just like an ATM where one can access the services from anywhere and that all drivers were well aware of the same.

**2.7 SUBMISSIONS FROM THE COUNTY DIRECTOR, SUPPLY CHAIN  
MANAGEMENT SERVICES (MR.ALEX OTANGA).**

He appeared before the committee on 25<sup>th</sup> January, 2021 and he submitted as follows;

That the requirement was that, the county was looking for a supplier who could supply the commodity through card dispensed service system.

He emphasized that the user department specifically wanted to procure services offered through the card system.

### 3.0 COMMITTEE OBSERVATIONS

The Committee made the following observations;

1. That the letter written by the Chief Officer, Office of the County Secretary addressed to the Head of Supply Chain Management dated 5<sup>th</sup> November 2019 to justify the use of direct mode of procurement did not meet the conditions provided for under Section 103 of the Public Procurement and Assets Disposal Act, 2015.
2. That Webmar Investments Limited was not pre-qualified as a supplier for super petrol and diesel in the County Government of Bungoma for the financial year 2019/2020.
3. That a request letter from Webmar Investments Limited to the procuring entity seeking to be prequalified to supply fuel to the County Executive was specific to the financial year 2019/2020. However, the procuring entity signed a contract for two financial years running from 1<sup>st</sup> February 2020 to 1<sup>st</sup> February 2022 for a directly procured item and yet M/s Webmar Investments Limited is not the only known available supplier for the product.
4. That Webmar Investments Limited is not the only known supplier capable of offering card dispensed services and therefore settling on such a company through direct procurement was in violation of the conditions set out under Section 103 of the Public Procurement and Assets Disposal Act, 2015 and Article 227 of the Constitution of Kenya on procurement of public goods and competitive sourcing respectively.
5. That the Accounting Officer, Office of the County Secretary usurped the powers of other accounting officers by solely procuring fuel for various County Executive departments in total violation of Section 149 (2)(d)(e )(o) of the Public Finance Management Act, 2012.
6. Despite the County having entered into a two year contract agreement to use fuel cards from Total Kenya, it was observed that various County departments have continued to draw fuel from Shreeji and M'Big outlets to date.
7. The card system has not captured all the County vehicles as per various category departments. The Office of the Governor for example only has a Generator listed for card consumption despite the department being among the highest consumers of fuel with a fleet of vehicles.



#### 4.0 COMMITTEE RECOMMENDATIONS

The committee recommends the following:

1. That the contract entered into between the County Government of Bungoma and M/s Webmar Investments Limited (Webuye Total Service station) dated 22<sup>nd</sup> January 2020 was as a result of a flawed process. The committee hereby recommends the Public Procurement Regulatory Authority to investigate the matter and take necessary action as per the provisions of Section 9 (2) of the Public Procurement and Assets Disposal Act, 2015.
2. That the committee hereby recommends that pursuant to the provisions of section 156 of the public finance management act, 2012, the CEC-M finance takes appropriate disciplinary action against Dr. Chrispinus Simiyu, the Accounting Officer, Office of the County Secretary for flouting the provisions of Article 227 of the Constitution and Section 103 of the Public Procurement and Assets Disposal Act, 2015 which spells out the procedure to be followed before engaging in direct procurement and a communication to that effect be shared with this County Assembly within 30 days from the date of adoption of this report.
3. That the County Public Service Board institutes appropriate disciplinary action in accordance with Section 59 (1) (c) of the County Governments Act, 2012 to the Ag. Director, Supply Chain Management, Mr.Cheboss B. Juma for failure in his responsibility of advising the accounting officer as the technical person for an appropriate choice of procurement method as per the laid down guidelines under the Public Procurement Act specifically section 103 of the Act. A compliance report to be forwarded to this County Assembly within 30 days from the date of adoption of this report.

4. That the accounting officers designated to various County Government entities should always carry out due diligence on the mode of procurement and market survey in respect to companies offering services required by the county before engaging in the procurement of goods and services in the county.

#### 5.0 ACKNOWLEDGEMENT

Mr. Speaker Sir, allow me to commend each and every single Honourable Member of this Committee for their commitment and exemplary work which made the investigation into the irregular procurement of fuel in Bungoma County Executive and production of this report a success. I applaud you all, distinguished Colleagues!

The Committee also wishes to register its appreciation to all officers from the County Executive for their cooperation and for providing the Committee with the necessary submissions.



Further, the Committee is grateful to the Offices of the Speaker and the Clerk to the County Assembly for the support received as the Committee discharged its mandate.

Mr. Speaker Sir, the Committee is greatly indebted to the Secretariat for their overwhelming participation in the entire process. It is as a result of their commitment and dedication to duty that the work of the Committee and production of this Report came to fruition.

Mr. Speaker Sir, It is therefore my pleasant duty and privilege, on behalf of the Public Accounts Committee, to table this report for deliberation and adoption by the House.

Signed: .....  .....

Date: .....  .....

**HON. TONY BARASA, MCA**  
**CHAIRMAN, PUBLIC ACCOUNTS COMMITTEE**  
**Date: FEBRUARY, 2021.**

**6.0 ADOPTION SCHEDULE**

We the members of the Public Accounts Committee hereby append our signatures adopting this report.

No	Name	Designation	Sign
1	Hon. Tony Barasa	Chairman	
2	Hon. Joseph Magudah	Vice Chairman	
3	Hon. Busolo Sudi	Member	
4	Hon. Winnie Nyambok	Member	
5	Hon. Erick Wapang'ana	Member	
6	Hon. Metrine Nangalama	Member	
7	Hon. Elly Tindi	Member	
8	Hon. James Chesibok	Member	
9	Hon. Martin Pepela	Member	
10	Hon. Everlyne Mutiembu	Member	
11	Hon. Jerusa Aleu	Member	

**ANNEXTURES:**



1. Appointment letter dated 1<sup>st</sup> December, 2019 issued to the opening and evaluation committee members
2. Justification letter for the choice of direct method dated 5<sup>th</sup> November, 2019 by the Chief Officer, Office of the County Secretary.
3. Tender Opening and Evaluation Minutes
4. Tender advert to supply super petrol and diesel to the County Government of Bungoma vide the Standard Newspaper of 5<sup>th</sup> September, 2019.
5. Tender Award letter



6. Tender Acceptance by Webmar Investments Ltd.
7. Signed two year contract agreement made between the procuring entity and Webmar Investments Limited running from 1<sup>st</sup> February 2020 to 1<sup>st</sup> February 2022.
8. Professional opinion from the Ag. Director Supply Chain Management.

## COUNTY GOVERNMENT OF BUNGOMA



## OFFICE OF THE COUNTY SECRETARY AND HEAD OF PUBLIC SERVICE

Telephone: 055-2030144  
E-mail: countysecretary@bungoma.go.ke

Municipal Building,  
P.O Box 437- 50200,

**BUNGOMA.**  
**1/12/2019**

OUR REF: CGB/BGM/FUEL 002  
FROM: CHIEF OFFICER, OFFICE OF THE COUNTY SECRETARY

TO:

 **ikuweikuwe.com**

S.No	NAME	ID NO	P/NO	PHONE NO.	EMAIL	RESPONSIBILITY
1.	GEORGE ITEKE	25878690	20150017708	0712565188	<a href="mailto:wereiteke@gmail.com">wereiteke@gmail.com</a>	CHAIRMAN
2.	WENSLAUS PURIA	12580284	20100004153	0702875692	<a href="mailto:wenslauspuria@gmail.com">wenslauspuria@gmail.com</a>	MEMBER
3.	DAN WEKESA	28002663	20170002810	0714125045	<a href="mailto:Wekesadan12@gmail.com">Wekesadan12@gmail.com</a>	MEMBER
4.	CELESTINE MBINGA	27576343	20150030710	0708392554	<a href="mailto:ccmbinga@gmail.com">ccmbinga@gmail.com</a>	SECRETARY

**RE: APPOINTMENT OF OPENING AND EVALUATION COMMITTEE FOR SUPPLY AND DELIVERY OF SUPER PETROL AND DIESEL-CARD DISPENSED SERVICES NEGOTIATION NO.758393-2-2019-2020**

You are hereby appointed as a member of the above named, Evaluation committee.

The committee is expected to perform the evaluation with all due diligence and within the time given as per (Section 80 of the public procurement and Asset Disposal Act 2015).

The Evaluation Committee appointed by the Accounting Officer pursuant to section 46 of this Act, shall evaluate and compare the responsive tenders other than tenders rejected under section 82(3)

The evaluation and comparison shall be done using the procedures and criteria set out in the tender documents and, in the tender for professional services shall have regard to the provision of this Act and statutory instruments issued by the relevant professional associations regarding regulation of fees chargeable for services rendered.

The following requirements shall apply with respect to the procedures and criteria referred to in subsection:

The criteria shall, to the extent possible, be objective and quantifiable;

Each criterion shall be expressed so that it is applied, in accordance with the procedures taking into consideration price, quality, time and service for the purpose of evaluation; and

The evaluation committee shall prepare an evaluation report containing a summary of the evaluation and comparison of tenders and shall submit the report of the person responsible for procurement for his or her review and recommendation.

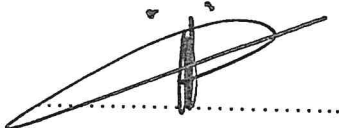
The person responsible for procurement shall, upon receipt of the evaluation report prepared under subsection (4), submit such report to the Accounting officer for approval as may be prescribed in regulations.

The evaluation report shall be carried out within a maximum period of thirty days.

The evaluation report shall be signed by each member of evaluation committee

Under no circumstances shall a committee member enter into direct communication with any of the tenders participating in the tender/proposal under consideration.

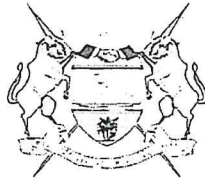
The committee is expected to undertake the exercise for three days from 9TH DEC 2020 and file in its report to the undersigned promptly.



**CHRISPINUS NYONGESA SIMIYU**

**CHIEF OFFICER, OFFICE OF THE COUNTY SECRETARY**

**COUNTY GOVERNMENT OF BUNGOMA**



**OFFICE OF THE COUNTY SECRETARY AND HEAD OF PUBLIC SERVICE**

**Telephone:** 055-2030144  
**E-mail:** countysecretary@bungoma.go.ke

Municipal Building  
P.O Box 437- 50200  
**BUNGOMA**  
05/11/2019

**Our Ref:** CG/BGM/CS/SCM/FUEL/001

**TO:** AG.DIRECTOR, SUPPLY CHAIN MANAGEMENT

**FROM:** CHIEF OFFICER, OFFICE OF THE COUNTY SECRETARY

**RE: JUSTIFICATION FOR DIRECT PROCUREMENT OF SUPER PETROL AND DIESEL-CARD DISPENSED SERVICES FROM WEBMAR INVESTMENTS LIMITED**

Refer to our requisition with regards to supply and delivery of super petrol and diesel –card dispensed services.

The above services were advertised on 5<sup>TH</sup> September 2019 in which two fuel stations applied for consideration, however the two did not merit since they do not operate stations countrywide and could not provide cards as per our request. This therefore necessitated the county to engage the above supplier to provide the services because of the following;

1. The above named supplier operates the Webuye Total Service Station that has fuel stations all over the country. This will enable the County Government vehicles to fuel anywhere in the country with convenience.
2. The station has a fully operational fuel card dispensed service that will prevent cases of fuel fraud and theft.
3. The many Total Service Stations around the country will ensure a continuous uninterrupted supply of fuel to the County Government vehicles when in need.

CHRISPINUS N SIMIYU

 **ikuweikuwe.com**

**CHIEF OFFICER, OFFICE OF THE COUNTY SECRETARY**

**OPENING MINUTES FOR SUPPLY AND DELIVERY OF SUPER PETROL AND  
DIESEL CARD DISPENSED SERVICES TENDER NUMBER  
BGM/CNTY/DT/CS/001/2019-2020 NEGOTIATION NUMBER 758393-2 HELD ON 12<sup>TH</sup>  
DECEMBER 2019**

**MEMBERS PRESENT**

NAME	RESPONSIBILITY
1. GEORGE ITEKE	CHAIRMAN ✓
2. DAN WEKESA	MEMBER ✓
3. WENSLAUS PURIA	MEMBER ✓
4. CELESTINE MBINGA	SECRETARY ✓

**MIN/1/12/2019: PRELIMINARY**

The chair welcomed members and ordered the meeting to order. The opening prayer was given by Celestine Mbinga.


**MIN/2/12/2019: OPENING**


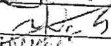

The negotiation number was opened by the secretary who is also the sourcing buyer on the IFMIS platform. The details of the negotiation was as follows:

S.NO	SUPLLIER NAME	ADDRESS	AMOUNT
1.	WEBMAR INVESTMENTS LIMITED	P.O BOX 10266, NAIROBI	150.00

The details were read out to members present.

Confirmed by:

S.NO	NAME	RESPONSIBILITY	SIGNATURE
1.	GEORGE ITEKE	CHAIRMAN	

2.	DAN WEKESA	MEMBER	
3.	WENSLAUS PURIA	MEMBER	
4.	CELESTINE MBINGA	SECRETARY	

**COUNTY GOVERNMENT OF BUNGOMA**

**OFFICE OF H.E THE GOVERNOR  
P.O BOX 437-50200 BUNGOMA**

**TENDER NOTICE**

**PROVISION OF SUPPLIES/CONTRACTS FOR THE COUNTY GOVERNMENT FOR FINANCIAL YEAR 2019/2021**

The County Government of Bungoma hereinafter referred to as "The contractor" intends to procure the supply of goods and services for the organization for the FINANCIAL YEAR 2019/2021. Interested eligible bidders may obtain further information on the procurement document and the terms of reference of the procurement activities through email or visiting the office.

TENDER NUMBER	CATEGORY	DESCRIPTION OF GOODS	MARKET/REGULATORY GROUP
BGM/CNTY/PREQ/01/2019-2021	1	SUPPLY DELIVERY OF GENERAL OFFICE STATIONERY	FRAMEWORK CONTRACT (SPECIAL GROUP YOUTH)
BGM/CNTY/PREQ/02/2019-2021	2	SUPPLY DELIVERY OF DRY FOOD STUFF	FRAMEWORK CONTRACT (SPECIAL GROUP YOUTH)
BGM/CNTY/PREQ/03/2019-2021	3	SUPPLY AND DELIVERY OF SANITARY AND CLEANING MATERIALS	FRAMEWORK CONTRACT (SPECIAL GROUP YOUTH)
BGM/CNTY/PREQ/04/2019-2021	4	SUPPLY AND DELIVERY OF UNIFORMS AND PROTECTIVE CLOTHING	FRAMEWORK CONTRACT (SPECIAL GROUP YOUTH)
BGM/CNTY/PREQ/05/2019-2021	5	SUPPLY DELIVERY AND INSTALLATION OF ELECTRICAL ITEMS AND APPLIANCES	FRAMEWORK CONTRACT (SPECIAL GROUP YOUTH)
BGM/CNTY/PREQ/06/2019-2021	6	SUPPLY AND DELIVERY OF TYRES, TUBES AND BATTERIES	FRAMEWORK CONTRACT (SPECIAL GROUP YOUTH)
BGM/CNTY/PREQ/07/2019-2021	7	SUPPLY AND DELIVERY OF LABORATORY REAGENTS AND INSTALLATION OF LAB EQUIPMENT	FRAMEWORK CONTRACT (SPECIAL GROUP YOUTH)
BGM/CNTY/PREQ/08/2019-2021	8	SUPPLY AND DELIVERY OF MOTOR VEHICLES, MOTOR CYCLES AND HEAVY EQUIPMENT SPAREPARTS	FRAMEWORK CONTRACT (SPECIAL GROUP YOUTH)
BGM/CNTY/PREQ/09/2019-2021	9	SUPPLY AND DELIVERY OF PHARMACEUTICALS	FRAMEWORK CONTRACT (SPECIAL GROUP YOUTH)
BGM/CNTY/PREQ/10/2019-2021	10	SUPPLY AND DELIVERY OF FERTILISERS, PESTICIDES, FUNGICIDES, ETC	FRAMEWORK CONTRACT (SPECIAL GROUP YOUTH)
BGM/CNTY/PREQ/11/2019-2021	11	SUPPLY AND DELIVERY OF BUILDING MATERIALS, HARDWARE ITEMS AND FINISH	FRAMEWORK CONTRACT (SPECIAL GROUP YOUTH)
BGM/CNTY/PREQ/12/2019-2021	12	SUPPLY DELIVERY OF HYDROELECTRICITY	FRAMEWORK CONTRACT (SPECIAL GROUP YOUTH)
<b>CATEGORY B SERVICES</b>			
BGM/CNTY/PREQ/13/2019-2021	13A	PROVISION OF ASSESSING SERVICES AND ASSET RECOVERY/DEBT COLLECTION	OPEN
BGM/CNTY/PREQ/14/2019-2021	14	PROVISION OF EVENT ORGANIZATION INCLUDING PROVISION OF TENTS AND CHAIRS	FRAMEWORK CONTRACT (SPECIAL GROUP YOUTH)
BGM/CNTY/PREQ/15/2019-2021	15	PROVISION OF PRINTING SERVICES	FRAMEWORK CONTRACT (SPECIAL GROUP YOUTH)
BGM/CNTY/PREQ/16/2019-2021	16	PRODUCTION OF DOCUMENTARIES, ADVERTISEMENT AND PUBLIC RELATIONS SERVICES	OPEN
BGM/CNTY/PREQ/17/2019-2021	17	SUPPLY AND DELIVERY OF SUPER METEOL AND DIESEL (CARD DISPENSED)	OPEN
BGM/CNTY/PREQ/18/2019-2021	18	SUPPLY AND DELIVERY OF COMPUTER ACCESSORIES	FRAMEWORK CONTRACT (SPECIAL GROUP YOUTH)
BGM/CNTY/PREQ/19/2019-2021	19	PROVISION OF LOCAL AND INTERNATIONAL TRAVEL AGENCY AND AIR TICKETING SERVICES (DATA REQUEST/FILE UPLOAD)	OPEN
BGM/CNTY/PREQ/20/2019-2021	20	PROVISION OF HOTEL ACCOMMODATION, CATERING SERVICES AND CONFERENCE FACILITIES (A&V)	FRAMEWORK CONTRACT (SPECIAL GROUP YOUTH)
BGM/CNTY/PREQ/21/2019-2021	21	SUPPLY AND DELIVERY OF OFFICE FURNITURE, EQUIPMENT AND FIXTURES (A&V)	FRAMEWORK CONTRACT (SPECIAL GROUP YOUTH)
BGM/CNTY/PREQ/22/2019-2021	22	SUPPLY AND DELIVERY OF NEWSPAPERS, PERIODICALS AND MAGAZINES	FRAMEWORK CONTRACT (SPECIAL GROUP YOUTH)
BGM/CNTY/PREQ/23/2019-2021	23	SUPPLY DELIVERY AND INSTALLATION OF X-RAY ITEMS	FRAMEWORK CONTRACT (SPECIAL GROUP YOUTH)

Prequalification / tender documents are to be obtained by downloading from the County website [www.bungoma.go.ke](http://www.bungoma.go.ke) or Public Procurement Information Portal (IPP) / tender goods line of enquiry. Prices quoted should be inclusive of all taxes and must be in Kenya Shillings and shall remain valid for a period of 30 days from the closing date. Interested bidders should note that ONLY those meeting the criteria indicated in the respective tender documents as stipulated, supported by the relevant documents at submission will be considered for further evaluation. Prequalification is open to all candidates who meet the criteria in tender documents. Only completed tender documents/ Applications for prequalification must be returned enclosed in a sealed envelope clearly marked with the TENDER NO, TENDER DESCRIPTION and CATEGORY and shall be addressed to:

**THE COUNTY SECRETARY  
COUNTY GOVERNMENT OF BUNGOMA  
P.O BOX 437-50200  
BUNGOMA**

And be deposited in the Tender Box located on the Ground Floor of H.E THE GOVERNOR'S OFFICE, Paroo Road, Old Bunting along Moi Avenue, so as to be received on or before Thursday 17th September, 2018 at 12:00 noon local time. Opening of tenders/bids will take place immediately thereafter at the County Hall in the presence of tenderers/representatives who may wish to attend. The Prices quoted in the tender/bid should be not inclusive of all taxes. NB: Companies owned by Youth, Women and Persons with disabilities (The Special Group) are encouraged to apply. Up to 30% of cost procurement will be set aside exclusively for Special Group owned firms. NOTES: Contractors Registration will still be on going. Performance, Quality and Integrity are Encouraged to Apply. [www.bungoma.go.ke](http://www.bungoma.go.ke) and the attached and will be provided on request.

COUNTY GOVERNMENT OF BUNGOMA



OFFICE OF THE COUNTY SECRETARY AND HEAD OF PUBLIC SERVICE

Telephone: 055-2030144  
E-mail: countysecretary@bungoma.go.ke

Municipal Building  
P.O Box 437- 50200  
BUNGOMA

REF: 758393-2-2019-2020 DATE: 20/12/2019

Having analyzed the evaluation report and Director's Professional Opinion, I hereby Award/Defer/Reject ✓  
Tender

name SUPPLY AND DELIVERY OF SUPER PETROL AND  
DIESEL - CARD DISPENSED SERVICES

Tender number..... Neg no. 758393-2-2019-2020 to

the lowest evaluated bidder Company  
name M/S WEBIMPAZ INVESTMENT LIMITED

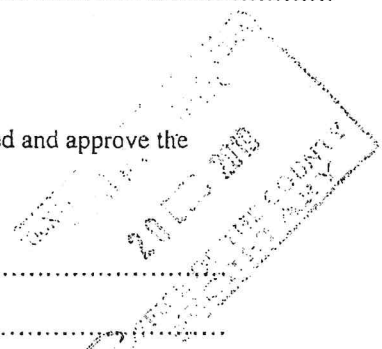
..... at their quoted price of  
Kshs. 150

The Director Supply Chain Management is therefore instructed to proceed and approve the  
award/defer/reject on the IFMIS portal.

Accounting Officer DR. SIMON C. N (PHD)

Sign [Signature]

Department COUNTY SECRETARY - BUNGOMA COUNTY





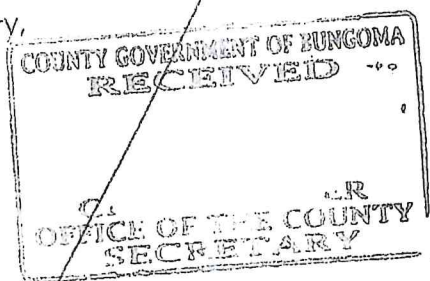
WEBMAR INVESTMENTS LIMITED  
WEBUYE TOTAL SERVICE STATION  
WEBUYE - MALABA ROAD  
OPPOSITE WEBUYE WEIGHBRIDGE  
P.O BOX 1096-50205, WEBUYE  
Tel: +254720850621  
Email: webmarinvestments@gmail.com

*MBA*  
*MILING A*  
*Dummet*

6th January, 2020

Your Ref. CG/BGM/CS/758393/2019-2020

The Chief Officer - Office of the County Secretary,  
County Government of Bungoma,  
P.O. Box 437-50200,  
BUNGOMA



Dear Sir/Madam,

RE: SUPPLY AND DELIVERY OF SUPER PETROL AND DIESEL CARD DISPENSED SERVICES  
NEGOTIATION NUMBER 758393-2019-2020

LETTER OF ACCEPTANCE OF TENDER AWARD

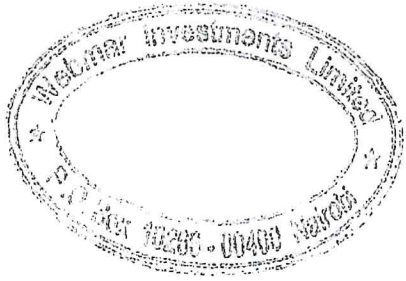
We are pleased to inform you that we have accepted the tender award reference 758393-2019-2020 dated 6th January 2020. We appreciate the central role your Government is playing in the development of Bungoma County and Total Kenya we will be proud to be associated with you.

We are looking forward to signing a formal Contract Agreement.

Yours Faithfully,

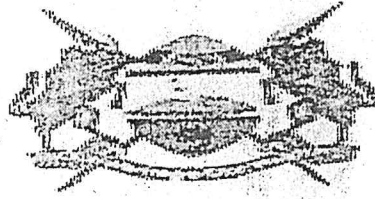
*[Handwritten Signature]*

Wycliffe Nyongesa Munyasi  
DIRECTOR AND DEALER



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COUNTY GOVERNMENT OF BUNGOMA



CONTRACT AGREEMENT

Between

THE COUNTY GOVERNMENT OF BUNGOMA

And

WEBMAR INVESTMENTS LIMITED

{WEBUYE TOTAL SERVICE STATION}

For

SUPPLY AND DELIVERY OF SUPER PETROL AND DIESEL- CARD  
DISPENSED SERVICES.

TENDER NO: BGM/CNTY/DT/CS/001/2019-2020.

IFMIS NEGOTIATION 758393-2

January, 2020.

\*

## CONTRACT AGREEMENT

THIS AGREEMENT, [hereinafter called "the CONTRACT"] made on.....Day of January , 2020 between THE COUNTY GOVERNMENT OF BUNGOMA of [or whose registered office is situated at] MOI AVENUE BUNGOMA TOWN OF P.O BOX 437-50200 BUNGOMA (Hereinafter called "the Client/Procuring entity/Employer") of the one part and M/s WEBMAR INVESTMENTS LIMITED (WEBUYE TOTAL SERVICE STATION) of P.O BOX 1096-50205 WEBUYE of [or whose registered office is situated at] WEBUYE-MALABA ROAD, WEBUYE WEIGH BRIDGE PLOT NO:NDIVISI/KHALUMJLU/4269&4461 hereinafter called "the Tenderer/Supplier") on the other part;

WHEREAS The Client/Procuring entity/Employer is desirous that the Contractor/Service Provider executes SUPPLY AND DELIVERY OF SUPER PETROL AND DIESEL- CARD DISPENSED SERVICES. TENDER NO: BGM/CNTY/DT/CS/001/2019-2020. IFMIS NEGOTIATION 758393-2 in quantities requested by the clients for their various operational units and motor vehicles from time to time (Hereinafter called "the goods) and the supplier is willing and has accepted to provide the product (Fuel) respectively as per the details set out in Tender No. BGM/CNTY/DT/CS/001/2019-2020.

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 hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement, namely;
  - (i) Invitation to Tender/tender notice
  - (ii) Instructions to tenderers
  - (iii) The General Conditions of Contract
  - (iv) The Special Conditions of Contract

- 9
- (vi) The procuring entity's letter of notification of tender award.
  - (vii) Letter of Acceptance by the Tenderer/contractor
  - (viii) The Form of Tender
  - (ix) Technical Specifications and Drawings
  - (x) Priced Bills of Quantities/Priced Schedule of Rates
  - (xi) Schedule of requirements
  - (xii) Tender Form and Price Schedules submitted by the bidder
  - (xiii) Tender Security Form
  - (xiv) Performance Security Form
  - (xv) The Confidential Business Questionnaire

Where the provisions of any of the documents listed above are in conflict with the provisions of this Agreement, the latter shall prevail.

In consideration of the payments to be made by the Employer/Client to the M/s Webmar Investments Limited (Webuye Total Service Station) as hereinafter mentioned, Webmar Investments Limited (Webuye Total Service Station) hereby covenants with the Employer/client to supply the product requested in conformity with all respects with the provisions of the Contract. The client hereby covenants to Webmar Investments Limited (Webuye Total Service Station), in consideration of the supply of the product for the contract price and such other sums as may become payable under the provisions of this contract at times and in the manner prescribed in this contract.

### 3. Definitions

3.0 The following terms shall have the following meanings;

3.1 "Contract" means this agreement entered into between webmar investments limited (webuye total service station) and the client as and signed by the parties, including all annexes and appendices thereto and all documents incorporated by reference herein;

- 3.2 "Contract Period" means the period from the commencement date until this contract terminates or such other or further term as the parties may mutually agree in writing;
- 3.3 "Contract Price" means the consideration payable to webmar investments limited (webuye total service station) in exchange for supply and delivery of super petrol and diesel card dispensed services as indicated in clause 8 and invoiced to the client from time to time;
- 3.4 "Day(s)" means calendar day(s); "Week(s)" means calendar week(s); "Month(s)" Means calendar month(s); "Year(s)" means calendar year(s)
- 3.5 "Delivery Points" means the general areas of Bungoma county and any other locations within locations within the Republic of Kenya as designated and communicated by the client to webmar investments limited (webuye total service station) upon commencement or during continuance of this contract.
- 3.6 "Party" means webmar investments limited (webuye total service station) or the client, as the case may be and "Parties" means both of them;
- 3.7 "Petroleum Product" or "Product" means Automotive Gas oil, Premium Motor Spirit, Illuminating Kerosene, Fuel Oil, Lubricants and liquefied Petroleum gas, or such other product as shall be agreed upon to be supplied by webmar investments limited (webuye total service station);
- 3.8 "Order" Means a written Local Purchase Order on the client's prescribed form given;
- 3.9 "Representative" Means and individual authorized to act as liaison on

4.0 Supply of product.

4.1 Subject to the provisions of this clause webmar investments limited {webuye total service station} shall accept orders from the client to supply Super Petrol and diesel- card dispensed services from the start of business on the commencement date.

4.2 All orders for product shall be deemed to be an offer by the client to purchase the said product pursuant to the conditions herein.

4.3 The client shall be entitled to sample the product delivered in the presence of webmar investments limited {webuye total service station}'s representative or agent and in accordance with webmar investments limited {webuye total service station}'s approved procedures.

4.4 webmar investments limited {webuye total service station} shall use reasonable endeavors to maintain sufficient stocks of product to fulfill the client's product requirement provided that the client shall communicate its product requirements in writing to webmar investments limited {webuye total service station} twenty-four (24) hours prior to the time of delivery PROVIDED ALWAYS THAT in the event of delays in delivery resulting from factors beyond the control of webmar investments limited {webuye total service station} and unforeseen conditions, webmar investments limited {webuye total service station} shall not be held liable for any resulting damages/losses to the client.

5.0 Point of delivery.

5.1 The County Government of Bungoma shall take delivery of the product at the point of pump over from webmar investments limited {webuye total service station}'s service station or webmar investments limited {webuye total service station}'s delivery vehicle to the client's motor vehicles and any corresponding liability for the product shall

pass on to the County Government of Bungoma immediately upon such delivery.

5.2 The County Government of Bungoma shall give a list of vehicles plus non-movable equipments to the supplier that shall, will strictly fuel at the webmar investments limited {webuye total service station} only and the same shall be updated in the respective fuel cards to ensure the smooth drawing of fuel from the affiliated stations within Kenya.

#### 6.0 Access to the Product.

6.1 The County Government of Bungoma's motor vehicles that draw fuel from webmar investments limited {webuye total service station} shall be issued with fuel cards and radio frequency identification tags at ksh. 1000 registration fee for each at the first instance.

6.2 In case of a lost fuel card; replacement will be immediately after a report is made to supplier to that effect, it will be blocked and replaced at ksh.500

6.3 In the event the fuel card is not functioning, then the station { webmar investments limited {webuye total service station} will provide for invoice for the fuel draw on debt which will be charged later on the fuel card when its operational.

6.4 Motor vehicles, equipments going to draw fuel Must be accompanied with the card and with valid detailed order as per the purchase order

6.5 The supplier to take charge to reduce all cases of fraud. Through issuing of fuel to the specified vehicles.

#### 7.0 Confidentiality.

7.1 The Service Provider, its staff and employees acknowledges that in dealing with the Employer pursuant to this Agreement it may come across information, which is confidential and proprietary to the Employer, disclosure or use of which might result in damage or loss to the business

shall keep all such information Private and confidential, emphasize the same on its employees and staff and may only disclose the same without the prior written consent of the Employer or unless ordered to do so by an order of a Court of competent jurisdiction or is required by law to do so or unless such information is already in the public domain. For the avoidance of doubt it is agreed that the provisions of this clause shall survive the termination of this Agreement.

#### 8.0 Price and Payments.

8.1 The price applicable for the products supplied to the County Government of Bungoma shall be based on National oil's monthly price formula guided by the Energy Regulatory commission Monthly prices.

8.2 The price for products shall be as communicated by webmar investments limited {webuye total service station} to the County Government of Bungoma from time to time ; which price shall have a specific validity period. This price shall be the prevailing pump price and webmar investments limited {webuye total service station} has agreed to give discount of KSh.....per litre.

8.3 The Government of Kenya levies may vary as per Government directive and shall take effect immediately and webmar investments limited {webuye total service station} shall promptly notify the client of such changes. Should the County Government of Bungoma pursue and obtain any exemption from Government of Kenya levies, the County Government of Bungoma shall get the relevant exemption stamps applied on their periodical LPOs to webmar investments limited {webuye total service station} to enable the latter to process corresponding refunds.



- 8.4 The price for lubricants and LPG product supplied to the client shall be as communicated to the County Government of Bungoma by webmar investments limited {webuye total service station}
- 8.5 Any changes in price of product shall be communicated by webmar investments limited {webuye total service station} to the County Government of Bungoma from time to time; which price shall have a specific validity period. This price shall be the prevailing price.
- 8.6 All payments made under this contract entered by both parties shall be in Kenya shillings.
- 8.7 The County Government of Bungoma shall pay for every order of the products supplied in by way of Electronic fund transfer, Direct Bank deposit or as webmar investments limited {webuye total service station} may elect within thirty {30} days upon receipt of webmar investments limited {webuye total service station}'s statement. webmar investments limited {webuye total service station} reserves the right to review the thirty {30} day credit period from time to time at its absolute discretion based on the County Government of Bungoma's credit period, notify the County Government of Bungoma of such proposed change. webmar investments limited {webuye total service station} shall issue a monthly statement to the County Government of Bungoma noting all invoices raised within a particular month.
- 8.8 Notwithstanding the above, if there is any increase in any of the components of the price for products, the said increase shall be recoverable by webmar investments limited {webuye total service station} from the County Government of Bungoma against a written demand, supported by sufficient documentary evidence to justify the increase. The County Government of Bungoma reserves the right to

investments limited {webuye total service station} doesn't provide sufficient documentary evidence to justify the said increase.

8.9 In the event that any amount remains due and unpaid from the County Government of Bungoma to webmar investments limited {webuye total service station}, then webmar investments limited {webuye total service station} shall have the right to charge interest in respect of the overdue payment of one per cent per month { or such other percentage as mutually agreed between the parties from time to time}, whether before or after judgement, on the outstanding amount up to the date of receipt by webmar investments limited {webuye total service station} of the overdue amount.

8.10 In the event of the client failing to make payments for deliveries as aforesaid, webmar investments limited {webuye total service station} shall be at liberty to suspend further deliveries and /or withdraw credit facilities for any deliveries made or to be made.

#### 9.0 Duration and Renewal {Term}.

This contract shall be valid for a period of two {2} Years commencing on the 1<sup>st</sup> day of February, 2020 {commencement date} and terminating on 1<sup>st</sup> day of February, 2022 {expiry date}, unless terminated earlier as provided in clause 10 of this contract agreement. Upon expiry of the term, this contract may be renewed upon such terms and for such duration as shall then be agreed, and upon either party giving a thirty {30} days' notice in writing of intention to renew the contract.

#### 10 Termination

10.1 webmar investments limited {webuye total service station} may, without prejudice to any other remedy for breach of contract, by written notice sent to the county Government of Bungoma, terminate this contract in whole or in part forthwith.

10.2 If the County Government of Bungoma fails to make any or all payments in accordance with this contract, or within any extension thereof granted by webmar investments limited {webuye total service station}.

10.3 The County Government of Bungoma fails to maintain a security as stipulated in the contract;

10.4 if the County Government of Bungoma fails to perform any other obligation(s) under the contract;

10.5 The County Government of Bungoma is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

10.6 If the County Government of Bungoma, in the judgment of webmar investments limited {webuye total service station} has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

10.7 Either party shall be entitled to terminate this contract without assigning any reasons by giving a thirty (30) days' written notice to the other party of the intention to terminate.

10.8 Termination of this contract for whatever reason shall not affect the accrued rights of the parties arising out of this contract as at the date of termination and, in particular but without limitation, the right to recover damages and all provisions which are expressed to survive this contract shall remain in force and effect.

10.9 On the termination of this contract for any reason neither party shall (subject to the accrued rights of either party in respect of any breaches of this contract) have any further obligation under this contract to the other.

#### 11. Contract Administration-Coordinator.

The Client designates the County chief officer, office of the county secretary as Client's Coordinator for purposes of this Agreement. The coordinator will be responsible for the coordination of activities under this Contract agreement, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for payment. The supplier shall liaise with the Contract

Administration-Coordinator to ensure that the scope of the service is clearly defined, the set activities are properly implemented and that the desired deliverables are achieved.

**12. Schedule of payments & payment conditions.**

The contract price shall be paid monthly in advance, in Kenya Shillings, unless otherwise mutually agreed, after submission by the service provider of invoices (in duplicate) to the Project coordinator and after the project coordinator has certified that the services have been discharged as per the set deliverables.

**13. Insurance.**

The supplier will be primarily responsible for and shall be taking out any appropriate insurance cover against, among other risks, Personal injury; loss of or damage to the works, materials and plant; and loss of or damage to property in relation to the execution and completion of the services and the remedying of defects therein under this Contract including those for its staff. The Service Provider shall at the earliest opportunity and if requested by the Employer furnishes details of such insurance to the Employer for the latter's acknowledgement and records.

**14. Notices and communication.**

All communication and notices between parties in respect of this contract shall be delivered by hand, sent by registered post/ courier or sent by facsimile transmission (with confirmation posted within 24 hours) at the address given at the beginning of this contract or as provided from time to time to other party; and shall be deemed to be received; if delivered by hand, on the day of the delivery; if sent by facsimile transmission, at the time of transmission; if delivered by courier, two {2} days after the notice was delivered to the courier; if sent by registered post, four {4} days after the envelope containing the notice was delivered into the custody of the postal authorities; PROVIDED ALWAYS that if such date is deemed receipt is not a business day, in which case the date of deemed receipt shall be next succeeding business day.

If to the Client

**COUNTY CHIEF OFFICER, OFFICE OF THE COUNTY SECRETARY**

COUNTY GOVERNMENT OF BUNGOMA,  
P.O. BOX 437 - 50200,  
BUNGOMA,  
If to the Supplier:  
DIRECTOR,  
M/s WEBMAR INVESTMENTS LIMITED  
{WEBUYE TOTAL SERVICE STATION}  
P.O BOX 1096-50205  
WEBUYE.

15. Nature of this contract {Assignment}.

15.1 This contract is personal to the parties and the client shall not assign, mortgage, charge or dispose of any of its duties and obligations under this contract without the prior written consent of the Employer / client.

15.2 Nothing in this contract shall create any partnership, joint venture or relationship of principal and agent between the parties.

15.3 This contract contains the entire agreement between the parties in respect to its subject matter and supersedes all previous agreements and understandings between the parties and may not be modified except by an instrument in writing signed by the duly authorized representatives of the parties.

15.4 Each party agrees that it enters into this contract without relying on any representation, warranty or other provision except as expressly provided in this contract.

16. Right of audit.

The client shall ensure that it and its representatives; maintain true and correct records in connection with goods to be supplied under this contract and all related transactions and retain all such records for at least 24 months after termination of this contract for any reason; and permit and assist webmar investments limited {webuye total service station}'s representatives {at any time during the term of the contract and for a period of 24 Months following termination for any reason} to audit any and all records of the client for the purpose of determining whether there has been compliance with the contract.

Each party shall give notice to the other of the change or acquisition of any address or telephone or similar number at the earliest possible opportunity but in any event within forty eight(48) hours of such change or acquisition.

**18. Amendment**

This contract may be amended provided such amendment is in writing, agreed to and signed by all the parties hereto.

**19. Joint Drafting**

The parties have participated jointly in the negotiation and drafting of this contract. In the event an ambiguity or question of intent or interpretation arises, this contract shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise as to bias of any party by virtue of the authorship of any of the provisions of this contract.

**20. Conflict of interest**

Neither the client nor any of its representatives shall give to, or receive from, any representative of webmar investments limited {webuye total service station} or any of its affiliates} any commission, fee, rebate or any gift or entertainment of value in connection with product to be supplied under this contract, or enter into any other business arrangement with any representative of webmar investments limited {webuye total service station} without the prior consent of webmar investments limited {webuye total service station}. The client shall; Promptly notify webmar investments limited {webuye total service station} of any violation

**21. Waiver.**

Subject to applicable law, no delay or failure by either party to exercise any of its powers, rights or remedies under this Agreement will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. For any waiver, to be effective, the same must be in writing.

**22. Entire agreement and variation.**

This Agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of this Agreement and may not be varied except by an agreement in writing signed by the parties to this Agreement.

**23. Severability**

If any provision of this agreement or provision thereof shall to any extent be illegal, invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and solely each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The parties shall negotiate in good faith the text of a provision, which shall replace the provision which is affected by such invalidity or alternatively, if it is deemed necessary not to replace such provision, the parties shall agree to restructure the transaction in such a way that the scope of the affected provision shall be maintained.

**24. Indemnity**

The Service Provider agrees to indemnify The Employer from and against all losses, claims, damages, liabilities, proceedings and all related expenses, including court and legal fees, occasioned by any claim against The Employer arising out of dishonesty, failure, negligence or willful misconduct of the Service Provider or its employees and/or servants and agents in relation to the works executed.

**25. No partnership or Agency or employment relationship**

This Agreement shall in no way be interpreted as constituting a partnership, agency or employment relationship between the Employer and The Service Provider or its employees and/or servants and agents.

**26. Force majeure**

- a) Neither party shall be held liable for or in respect of any loss or damage or deemed to be in default for any delay or failure in performance of its

circumstances. Such circumstances shall include but not be limited to war, riots, usurped power, civil commotion, fire, industrial dispute, strikes, acts of God, acts of Government, acts of public enemy, boycott, embargo or any form of strike, explosions, failure of communications system, default of carrier or any cause or other circumstances beyond the reasonable control of the parties.

- b) The party pleading force majeure shall immediately notify the other party of the circumstances constituting the same and of the obligations that are affected and will take every reasonable measure to minimize the delays or inconvenience arising there from.
- c) If the force majeure circumstances persist for more than Fourteen (14) days after the initial notification by the party pleading force majeure, either party may serve the other party with seven (7) days' notice of termination.

#### 27. Dispute resolution

In case any dispute or difference arises between the Employer or the Project Manager on his behalf and the service provider, either during the progress or after the completion or termination of the works with respect to this Agreement, the parties shall make good faith efforts to resolve the dispute through negotiations between them. Any dispute arising out of the Agreement which cannot be amicably settled between the parties shall within seven (7) days from the date the dispute is notified be referred by either party to arbitration for the final decision of an Arbitrator to be agreed between the parties. Failing agreement on the appointment of an Arbitrator within fourteen (14) days from the date of notification of the dispute, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the party applying for arbitration pursuant to and in accordance with the Arbitration Act of 1995 or any statutory modification or re-enactment thereof.

#### 28. Applicable law and compliance with the law.

- a) The Contract shall be governed by the Laws of Kenya and the language of the Contract shall be English Language.
- b) The Service Provider shall ensure that it complies with all the laws and regulations in particular those that relate to supply and delivery of super petrol and diesel- card dispensed services. herein and shall, in respect of all persons employed by it anywhere for purposes of this Agreement observe and fulfill the conditions stipulated by the relevant laws of Kenya.



IN WITNESS WHEREOF the parties thereto have caused this Agreement to be executed in accordance with their respective laws the day and year first before written. Signed Sealed, and Delivered by the said

1. THE COUNTY CHIEF OFFICER, OFFICE OF THE COUNTY SECRETARY

Full Name DR. SHIVY CHARU NYONGESA (DND)

Signature.....)

Date 22/01/2020.....)

{For and on behalf of the Employer}

22 JAN 2020

OFFICIAL STAMP

In the presence of:

2. COUNTY LEGAL AFFAIRS ADVISOR.

Full Name CHARL S. WATONGI.....)

Signature.....)

Date 22/01/2020.....)

22 JAN 2020

OFFICIAL STAMP

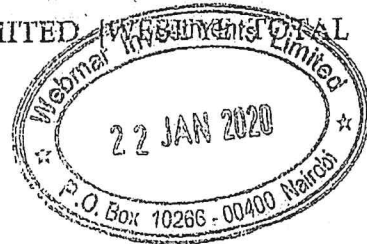
3. DIRECTOR M/S WEBMAR INVESTMENTS LIMITED [WEBBUY TOTAL SERVICE STATION].

Full Name WUCLIFFE NYONGESA MUMIASI.....)

Signature.....)

Date 22/01/2020.....)

{The Tenderer/Contractor}



OFFICIAL STAMP

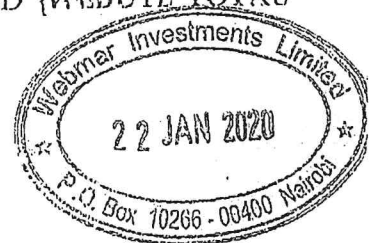
4. SECRETARY M/S WEBMAR INVESTMENTS LIMITED [WEBBUY TOTAL SERVICE STATION].

Full Name Richard Kiteo.....)

Signature.....)

Date 22/01/2020.....)

In the presence of

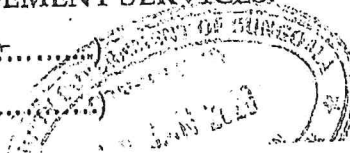


5. A.g DIRECTOR SUPPLY CHAIN MANAGEMENT SERVICES.

Full Name CHEBOSI B. Juma.....)

Signature.....)

Date 22/01/2020.....)



\*

COUNTY GOVERNMENT OF BUNGOMA



OFFICE OF THE DIRECTORATE OF SUPPLY CHAIN

<b>From:</b> Ag. Director Supply Chain Management	<b>To:</b> Accounting Officer-Office of the County Secretary
<b>Ref:</b> 758393-2 -2019-2020	
<b>Date:</b> 11 <sup>th</sup> December, 2019	

**TENDER NAME: SUPPLY AND DELIVERY OF SUPER PETROL AND DIESEL - CARD DISPENCED SERVICES**

The above matter refers,

The following comments have been prepared in fulfilment of the requirements of section 84 of the Public Procurement and Asset Disposal Act, 2015 (PP&AD. ACT, 2015).

S/no	Item	Description
1	Tender Description	SUPPLY AND DELIVERY OF SUPER PETROL AND DIESEL- CARD DISPENCED SERVICES
2	User department	OFFICE OF THE COUNTY SECRETARY
3	Source of funds	EXCHEQUER
4	Funds availability	2019-2020 BUDGET A
5	Method of procurement	DIRECT PROCUREMENT X

**Procurement Process**

I have reviewed the tender evaluation report generated from the IFMIS Portal and noted the following:-

Your requisition dated 5<sup>TH</sup> November, 2019 by your office formed the subject matter.

- i. The bidder was invited on Monday 25<sup>th</sup> November, 2019 through Direct procurement in the system as per the justification reference C.DDC/MC/S/SCM/FUEL/001 dated 5<sup>TH</sup> November 2019
- ii. The tender closed automatically through the IFMIS on Thursday, 2<sup>ND</sup> December, 2019 at 9:56 am local time and was opened electronically through the same IFMIS Portal by a committee

*[Handwritten signatures and initials]*

appointed by your office through a letter reference no. CG/BGM/CS/FUEL/002 dated 1<sup>ST</sup> December, 2019.

- iii. The appointment of the tender evaluation committee (Scorers and the Unsealers) by your office was done vide Memo reference no. CG/BGM/CS/FUEL/002 dated 1<sup>ST</sup> December, 2019 to attend to the evaluation in accordance with the requirements of section 46 of the PPAD, ACT, 2015. This was done in the system.
- iv. The tender evaluation process was undertaken and a tender evaluation report submitted by the tender evaluation committee (Scorers and Unsealers). We have reviewed the said report and observed that the process followed, complied with the requirements of Section 80 of PPAD, ACT, 2015 on evaluation of tenders.
- v. We also appreciate that the report was generated by the IFMIS system where technical and financial points were awarded and the bidder ranked accordingly. The evaluation committee recommended the award to the one evaluated bidder **M/S WEBMAR INVESTMENT LIMITED, P.O BOX 10266 NAIROBI** for **SUPPLY AND DELIVERY OF SUPER DIESEL- CARD DISPENSED SERVICES** for county departments at a quoted unit price of **Kshs. 150.00(One Hundred and Fifty Shillings Only) per litre of fuel** all taxes inclusive.(price to be determined by monthly ERC price index)

#### OUR OPINION

In view of the above, it's our opinion that the procurement process of the aforementioned tender complied with the provisions of the Public Procurement and Asset Disposal Act, 2015 and we uphold the ranking made in the system.

The Accounting Officer, Office of the County Secretary is hereby presented with the original evaluation report generated from the IFMIS and this Professional Opinion and request is hereby made for your review of the Evaluation Report and our Professional Opinion to enable you make decision as you deem appropriate.

  
CHEBOSS JUMA

AG.DIRECTOR SUPPLY CHAIN MANAGEMENT

Cc. CECM-FINANCE AND ECONOMIC PLANNING

COUNTY SECRETARY

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