REPUBLIC OF KENYA

PARLIAMENT OF KENYA
THE NATIONAL ASSEMBLY

TENDER DOCUMENT

TENDER NO: PSC/023/2016-2017

FOR

SUPPLY, DELIVERY AND INSTALLATION OF ASSORTED FURNITURE ITEMS TO THE NATIONAL ASSEMBLY AS SPECIFIED

TENDER SUBMISSION DEADLINE:

MONDAY, 3RD APRIL 2017 AT 10.00AM

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SECTION I: INVITATION TO TENDER

17th March 2017

M/S

P.O. Box
Nairobi
Tel. +

RE: SUPPLY, DELIVERY AND INSTALLATION OF ASSORTED FURNITURE ITEMS TO THE NATIONAL ASSEMBLY AS SPECIFIED
TENDER NO. *PSC/023/2016-2017*

The National Assembly invites interested, eligible and competent firms to submit sealed bids for supply, delivery and installation of assorted furniture items as per the sample and specifications.

Interested and eligible tenderers may download the tender document FREE OF CHARGE from the Parliament website **www.parliament.go.ke** or the **National Treasury's IFMIS Portal** on: **http//supplier.treasury.go.ke/site/tenders.go/index.php/public/tenders**.

Interested tenderers may obtain further information from the **Procurement Office on 13th Floor, Protection House, Nairobi.** There shall also be a **mandatory pre-bid meeting** with the interested bidders on **Monday, 27th March 2017 from 11.00am on 2nd Floor, Protection House, Nairobi at the Junction of Parliament Road and Haile Selassie Avenue, Nairobi**.

Duly completed bid document (original and copy) are to be enclosed in plain sealed envelopes, marked with the **tender number**, **name** and **as prescribed under this the Tender document** and be submitted to the **Procurement office** or be addressed to:

The Clerk of the National Assembly,
Parliament of Kenya,
P. O. Box 41842-00100
NAIROBI

so as to be received on or before **Monday, 3rd April 2017 at 10.00am.**

Tenders will be opened immediately thereafter in the presence of the Candidates who choose to attend or their representatives, at **Protection House, 2nd floor, Nairobi at the Junction of Parliament Road and Haile Selassie Avenue, Nairobi**.

Prices quoted should be net inclusive of all taxes for supply, delivery and installation of the furniture items as specified and must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender. Firms should submit a Tender security of **Kshs. 50,000.00** as specified and in the prescribed format.

The Commission reserves the right to accept or reject any tender and does not bind itself to accept the lowest or any tender.

CLERK OF THE NATIONAL ASSEMBLY

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.

2.1.2 The Commission 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 Commission 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 Commission, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price is to be changed for the tender document as specified in the appendix to Instructions to tenderers.

2.3.3 All firms found capable of performing the contract satisfactorily in accordance to the set qualification criteria shall be considered.

2.4 The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers:-

i. Invitation to Tender
ii. Instructions to tenderers
iii. General Conditions of Contract
iv. Special Conditions of Contract
v. Schedule of requirements
vi. Technical Specifications
vii. Tender Form and Price Schedules
viii. Tender Security Form
ix. Contract Form
x. Performance Security Form
xi. Manufacturer's Authorization Form
xii. Confidential Business Questionnaire

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

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Commission in writing or by post at the Commission address indicated in the Invitation to Tender. The Commission 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 Commission. Written copies of the Commission 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 Commission 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 Commission, 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 Commission, 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 Commission, 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 the Tender documents.
b) Documentary evidence that establishes that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
c) Documentary evidence that establishes 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 as prescribed in the Appendix.

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 Commission.

2.10.3 Prices quoted by the tender 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.

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

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

2.12.1 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 Commission satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined by the Manufacturer.

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Commission 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;
c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 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 Commission ; and
c) A clause-by-clause commentary on the Commission 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 Commission 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 Commission's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be as specified in the Appendix.

2.14.3 The tender security is required to protect the Commission against the risk of Tenderer's conduct which would warrant the security's forfeiture.

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Commission and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured accordingly and shall be rejected by the Commission as non- responsive.

2.14.6 Unsuccessful Tenderer's tender security will be discharged or

returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Commission.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract and furnishing the performance security.

2.14.8 The tender security may be forfeited:

a) if a tenderer withdraws its tender during the period of tender validity specified by the Commission on the Tender Form; or

b) in the case of a successful tenderer, if the tenderer fails:

i. to sign the contract in accordingly or

ii. to furnish performance security as required.

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Commission. A tender valid for a shorter period shall be rejected by the Commission as non responsive.

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

2.16 Format and Signing of Tender

2.16.1 The Tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 For each bid, the tenderer shall prepare the original and copy of the document as specified. Each Technical Proposal and Financial Proposal shall be marked **"ORIGINAL TECHNICAL BID or ORIGINAL FINANCIAL BID""** as appropriate.

2.16.3 The original Technical Bids shall be placed in a sealed envelope clearly marked "**TECHNICAL BID**". Similarly the original of the Financial Proposal shall be placed in a sealed envelope clearly marked **"FINANCIAL BID"** and warning: **"DO NOT OPEN WITH THE TECHNICAL BIDS"**. Both envelopes shall be placed in an outer sealed envelope marked **"SUPPLY, DELIVERY AND INSTALLATION OF FURNITURE ITEMS TO THE NATIONAL ASSEMBLY AS SPECIFIED.** .'' This outer envelope shall bear the submission address and other information indicated in the Appendix "A" and be clearly marked, **"DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE."**

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

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

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

(b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **Monday, 3rd April 2017 at 10.00am.**

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

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

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Commission at the address specified no later than **Monday, 3rd April 2017at 10.00am.**

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

2.19 Modification and Withdrawal of Tenders

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

the Procuring prior to the deadline prescribed for submission of tenders.

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

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

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

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

2.19.6 The Commission shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

2.20.1 The Commission will open all tenders in the presence of tenderers' representatives who choose to attend, at **Monday, 3rd April 2017 at 10.00am** and in the location specified in the Invitation to Tender.

2.20.2 The tenderers' representatives who are presence shall sign a register evidencing their attendance.

2.20.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Commission, at its discretion, may consider appropriate, will be announced at the opening.

2.20.4 The Commission will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the Commission may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the Commission in the Commission tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

2.22.1 The Commission will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

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

2.22.3 The Commission may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, the Commission will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Commission determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Commission and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

2.24.1 The Commission will evaluate and compare the tenders which have been determined to be substantially responsive.

2.24.2 The Tender Evaluation Committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender as per the qualification requirements set out in technical specifications.

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

2.25 Preference

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

2.26 Contacting the Commission

2.26.1 No tenderer shall contact the Commission on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

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

2.27 Award of Contract

a) Post-qualification

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

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

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

(b) Award Criteria

2.27.4 The Commission 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) Commission's Right to Vary quantities

2.27.5 The Commission 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) Commission's Right to Accept or Reject Any or All Tenders

2.27.6 The Commission 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 Commission action

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, the Commission will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will constitute the formation of the contract but will have to wait until the contract is finally signed by both parties.

2.28.3 Upon the successful Tenderer's furnishing of the performance security, the Commission will promptly notify each unsuccessful Tenderer and will discharge its tender security.

2.29 Signing of Contract

2.29.1 At the same time as the Commission notifies the successful tenderer that its tender has been accepted, the Commission will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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

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

2.30 Performance Security

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

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Commission may make the award to the next lowest evaluated Candidate or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 The Commission requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

i. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

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

2.31.2 The Commission will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.31.3 Further a tenderer who is found to have indulged in corruptor fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	*Open to all interested and eligible bidders.*
2.5.1	*Any clarification with regard to this tender should be addressed to:* **The Clerk of the National Assembly** **Parliament of Kenya** **P. O. Box 41842-00100** **NAIROBI** The shall be a mandatory pre-bid meeting with interested bidders on **Monday, 27th March 2017 at 11.00am** on **2nd Floor Boardroom, Protection House, Nairobi.** Failure to attend the meeting shall lead to automatic disqualification of the bidder.
2.14.1	Submit a bid security of **Kshs. 50,000.00** from a reputable bank or insurance company approved by the Public Procurement Regulatory Authority (PPRA) **valid for a period of 120 days** from the date of tender closing date in the prescribed format. Firms owned by Youth, Women or Persons with Disability are exempted from this requirement but they are required instead to fill and submit a tender declaration form as prescribed.
2.17.2	Tenders must be addressed and delivered to: **The Clerk of the National Assembly** **Parliament of Kenya** **P. O. Box 41842-00100** **NAIROBI**
2.18.1	*The tender submission deadline is on* **Monday, 3rd April 2017at 10.00am.**
2.22.4	**EVALUATION CRITERIA (please refer to the technical specifications and qualification requirements under Section V of this Tender document (page 25-27)**
2.30.1	***Performance security of 5% of the tender sum*** *to be provided by the successful firm from a reputable Bank or Insurance Company approved by PPRA.*

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

a) "The Contract" means the agreement entered into between the Commission and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Commission under the Contract.

d) "The Procuring Entity" means the organization purchasing the Goods under this Contract and in this case it is the Parliamentary Service Commission.

e) "The Tenderer' means the individual or firm supplying the Goods under this Contract.

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Commission prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Commission in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Commission prior written

consent, make use of any document or information enumerated in paragraph 3.5.1 above.

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Commission and shall be returned (all copies) to the Commission on completion of the Tenderer's performance under the Contract if so required by the Commission.

3.6 Patent Rights

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

3.7 Performance Security

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

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

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

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

3.8 Inspection and Tests

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Commission.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Commission may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the Commission.

3.8.4 The Commission right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Commission or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

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

3.12.2 Payments shall be made promptly by the Commission as specified in the contract.

3.13 Prices

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

3.13.2 Contract price variations shall not be allowed for contracts not exceeding

one year (12 months).

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

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

3.14 Assignment

3.141 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Commission prior written consent

3.15 Subcontracts

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

3.16 Termination for default

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

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

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

3.17 Liquidated Damages

3.17.1 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the Commission shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

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

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

3.9 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	***Performance security of 5% of the tender sum*** *to be provided from a reputable Bank or Insurance Company approved by PPRA by the successful bidders.*
3.12.1	*Payment terms will be as per the contract to be signed by both parties.*
3.18.1	*Dispute will be settled as per the laws of Kenya*

SECTION V -TECHNICAL SPECIFICATIONS AND QUALIFICATION REQUIREMENTS

The following are the minimum qualification requirements and technical specifications:-

A) QUALIFICATION REQUIREMENTS TO SUPPORT THE FIRM'S BID

The tenderers must submit the following:-

1) PRELIMINARY/MANDATORY QUALIFICATION REQUIREMENTS

a) Submit clearly marked **one (1) original** and **a copy** of bid document.
b) Evidence of having attended the mandatory pre-bid meeting of **27th March 2017**. Those that attend shall be required to sign an attendance register.
c) Attach a valid Tax Compliance Certificate.
d) Submit a bid security of **Kshs. 50,000.00** from a reputable bank or insurance company approved by the Public Procurement Regulatory Authority (PPRA) **valid for a period of 120 days** from the date of tender closing date in the prescribed format. Firms owned by Youth, Women or Persons with Disability are exempted from this requirement but they are instead required to fill and submit a tender declaration form as prescribed and a valid Certificate of AGPO from the National Treasury as evidence to be exempted from this specific requirement.
e) Fully fill the attached mandatory Confidential Business Questionnaire.
f) Fully filled and stamped form of tender and price schedule.
g) Submit a detailed company's profile and attach Certificate of Incorporation/Registration, VAT and PIN Certificate.
h) List of at least five (5) major clients/customers supplied within the past three (3) years.
i) Evidence in form of recommendation letters from firm's clients/customers of having supplied similar furniture items to at least three (3) reputable institutions.
j) Submission of clearly marked coloured brochures of items on offer.
k) Well bound, serialized and paginated bid document.

2) DETAILED TECHNICAL QUALIFICATION REQUIREMENTS

The firm is required to fulfill the following:-

a) Qualifications of the firm (40marks)

- ✓ Company's profile outlining the firm's main line of business, registration details (attach Certificate of Incorporation/Registration, VAT and PIN Certificate), key personnel, main clients etc.

- ✓ Experience of having supplied and installed similar furniture items to at least three (3) clients.
- ✓ Indication of the delivery period of the furniture items (the shorter the duration, the higher the scores –expected period within which the successful bidder is required to deliver the furniture items to Parliament is a maximum of three (3) weeks from the date of award).
- ✓ Submission of colored brochures specifying the item on offer.

b) Qualification of Key personnel (30 marks)

- ✓ CVs of at least three (3) key personnel who will be involved in this assignment.
- ✓ Experience of at least three (3) technical personnel in assembling and installation of similar furniture items.

c) After sale support, assembling, fitting and installation services (30 marks)

- ✓ Declaration/confirmation by the bidder that they are ready to be retained for a period of six (6) months.
- ✓ Warranty /defects liability period for the furniture items.
- ✓ Demonstrate or provide evidence of a permanent office/showroom/reliable suppliers/manufacturers network/support.

NB: The Evaluation Committee may at its discretion visit the supplier's premises to establish or verify the details provided by the bidder in order to gauge the capacity to deliver required furniture items within the stipulated timelines.

Minimum pass mark =<u>70 points and above</u>

B) EVALUATION CRITERIA AND AWARD

DOCUMENTATION STAGE

- ❖ **Stage 1:** Evaluation on the preliminary/ mandatory qualification requirements –to be evaluated <u>on 'Yes or No' Basis.</u> Any firm that does not meet any of the requirements will be disqualified from further evaluation.

- ❖ **Stage 2:** Evaluation on the detailed technical requirements- to be allocated scores per each requirement. **<u>The minimum score is 70 points.</u>** The firm that scores lower than 70 points will be disqualified from further evaluation.

VERIFICATION AND PHYSICAL INSPECTION STAGE

❖ **Stage 3:** Capacity to deliver within the required timelines. The Evaluation Committee will verify the supplier's capacity to deliver the right quality of furniture items within short a duration. Only firm's bid that attains score of 70% and above will be assessed and analyzed for the following:-

	Requirement	Parameters	Committee's Findings
1)	Availability of the furniture items in stock	Existence of furniture items in stock	
2)	Manufacturer's brochures	Offer in brochures matches with the furniture in stock	
3)	Reliability	After sale support	
4)	Assessment of the capacity to supply and install the furniture items within a short time.	Employees	
		Existence of a showroom/an agreement with a reliable manufacturer	
		Tools and accessories available	
		Recommendation letters	

FINANCIAL STAGE

❖ **Stage 4:** Only bids that will have **scored 70 points and above**, have shown the capacity to supply and install within the timelines as per stage 3 above will have their financial bids evaluated and considered. Evaluation on the financial bid will involve analyzing the following:-

- ✓ Duly filled Form of Tender and Price Schedule
- ✓ Correction of Arithmetic Errors on items.
- ✓ Confirmation of the Total Tender Sum.

RECOMMENDATION STAGE

❖ **Stage 5:** Identification of the lowest in cost bid for each furniture item and recommendation for the award.

SECTION VI - SCHEDULE OF REQUIREMENTS

1) SCOPE OF THE WORKS

The scope of the works involves:-

a) Supply and delivery of the following furniture items as per the sample and specifications provided:-

	Furniture item description	Quantity
1)	Executive office chairs as per the sample	313No.
2)	Secretarial chairs as per the sample	402 No.
3)	Visitors chairs as per the sample	419 No.
4)	Office cabinets as per the sample	204 No.
5)	Executive tables as per the sample	204 No.
6)	Wardrobes as per the sample	290 No.
7)	Office trays as per the sample	222 No.
8)	Committee room chairs as per the sample	90 No.
9)	Executive desks as per the sample	90 No.
10)	Secretarial desks as per the sample	97 No.
11)	Orthopedic chairs as per the sample	126 No.
12)	Pedestal as per the sample	50 No.
13)	Low cabinet drawers as per the sample	50 No.
14)	High cabinet drawers as per the sample	50 No.

b) Assemble and install the furniture items delivered on need basis to the specific offices in liaison with the officers in charge of stores and Chief Serjeant –At-Arms.

c) The successful bidder is required to keep his or her technical staff available for a period of six (6) months from the date of delivery to assist Parliament Staff members to assemble, install and fit the required furniture items when called upon at no additional cost to Parliament.

2) DURATION OF THE ASSIGNMENT

The successful supplier is required to deliver all furniture items awarded within **three (3) weeks from the date of award**.

3) DELIVERY TERMS

a) Due to the urgency of the requirements, the assignment shall commence immediately on receipt of the Local Purchase Order (LPO)/letter of award.

b) The Client will agree with the successful firm on the final implementation schedule to take care of the urgency above.

c) The furniture once delivered, installed and commissioned will be inspected and certified by the Inspection & Acceptance Committee to ensure they conform to the Commission's minimum requirements and only those that conform shall be accepted.

4) PAYMENT TERMS

Payment for the furniture items shall be within thirty (30) days credit period, on supply of the items, certification of items as satisfactory and on submission of acceptable invoices, delivery notes and any other supporting document.

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

A. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer. Must be submitted together with the Price Schedule.

B. Price Schedule- The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer. Must be submitted together with the Price Schedule.

C. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents. To be provided in the technical bid.

D. Tender Security Form - The tenderer must submit a duly completed tender security form as required.

E. Manufacturers Authorization Form-No need to complete this form but must attach brochures of the item on offer instead.

F. Performance Security Form -The performance security form should not be completed by the tenderers at the time of tender preparation.

G. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

8.1 FORM OF TENDER

Date _____
Tender No. _____

To: _____

_____
[name and address of Commission]

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, Delivery and Installation furniture items** as per the specifications in conformity with the said tender documents for the sum of Kenya shillings

……
(*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 and configure the tablets 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 _____5%___ percent of the Contract Price for the due performance of the Contract , in the form prescribed by Commission.
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 _____

8.2 - PRICE SCHEDULE FOR GOODS

	Furniture Item Description	Quantity	Unit Cost (Kshs.)	Total Cost (Kshs.)
1.	Executive office chairs as per the sample	313No.		
2.	Secretarial chairs as per the sample	402No.		
3.	Visitors chairs as per the sample	419No.		
4.	Office cabinets as per the sample	204No.		
5.	Executive tables as per the sample	204No.		
6.	Wardrobes as per the sample	290No.		
7.	Office trays as per the sample	222No.		
8.	Committee room chairs as per the sample	90No.		
9.	Executive desks as per the sample	90No.		
10.	Secretarial desks as per the sample	97No.		
11.	Orthopedic chairs as per the sample	126No.		
12.	Pedestal as per the sample	50No.		
13.	Low cabinet drawers as per the sample	50No.		
14.	High cabinet drawers as per the sample	50No.		

Signature & Stamp of the tenderer_____

Note:

a) In case of discrepancy between unit price and total, the unit price shall prevail.

b) The total cost should be inclusive of the cost of transport, labour and all applicable taxes & duties.

c) The lowest Bidder in each furniture item shall be considered for award.

8.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants or Tenderers' who choose to participate in this tender)

Name of Applicant(S)

……

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. **Part 2 (d) to part 2(i) must be filled.**

You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.

Part 1 – General

Business Name:……Certificate of Incorporation / Registration No. ……Location of business premises:
Country ……Physical address ……
Town ……Building……
Floor……Plot No. ……
Street / Road ……Postal Address ……
Postal / Country Code……Telephone No's……
Fax No's. ……E-mail address ……
Website ……
Contact Person (*Full Names*) …… Direct / Mobile No's……

Title …… Power of Attorney (**Yes / No**)

If **Yes,** attach written document.
Nature of Business (*Indicate whether manufacturer, distributor, etc)* ……

(Applicable to Local Suppliers Only)
Local Authority Trading License No. …… Expiry Date ……
Value Added Tax No……

Value of the largest single assignment you have undertaken to date (***US$/KShs)*** ……
Was this successfully undertaken? **Yes / No**. ……(If **Yes**, attach reference)

Name (s) of your banker (s) ……
Branches …… Tel No's. ……

Part 2 (a) – Sole Proprietor

Full names ……..……..……

Nationality…….. Country of Origin……...……

Part 2 (b) – Partnerships

Give details of partners as follows:

Full Names	**Nationality**	**Citizenship Details**	**Shares**
1. ……			
2. ……			
3……			
4. ……			

Part 2 (c) – Registered Company

Private or public ……

Company Profile ……(*Attach*

State the nominal and issued capital of the Company

Nominal KShs ……..……

Issued KShs ……..……

List of top ten (10) shareholders and distribution of shareholding in the company.

Give details of all directors as follows:-

Full Names	**Nationality**	**Citizenship Details**	**Shares**
1……	……	……	…….……
2……	……	……	…….…..…..
3……	……	……	…….…..…..
4……	……	……	……...…..

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by the Commission and any other public or private institutions.

Full Names ……

Signature ……

Dated this ……..……day of ……2017.

In the capacity of ……

Duly authorized to sign Tender for and on behalf of ……

Part 2 (e) – Criminal Offence

I/We, (Name (s) of Director (s)):-

a) ……

b) ……

c) ……

have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed ……

For and on behalf of M/s ……

In the capacity of ……

Dated this ……day of ……2017.

Suppliers' / Company's Official Rubber Stamp ……

Part 2 (f) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this assignment:-

a) ……
b) ……
c) ……
d) ……

For and on behalf of M/s ……

In the capacity of ……

Dated this ……day of ……2017

Suppliers' / Company's Official Rubber Stamp……

Part 2 (g) – Interest in the Firm:

Is there any person/persons in the Parliamentary Service Commission or any other public institution who has interest in the Firm? Yes/No …….. (*Delete as necessary)* Institution …….

…… …… ……
(Title) ***(Signature)*** ***(Date)***

Part 2(h) – Experience

Please list here below similar projects accomplished or companies / clients you have provided with similar services in the last two (2) years.

Company Name	**Country**	**Contract/ Order No.**	**Value**
1……	……	……	……..……
2. ……	……	……	……..……
3……	……	……	……..……

Contact person (Full Names) ……

E-mail address……

Cell phone no ……

Part 2(i) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give the Parliamentary Service Commission authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names ……

Signature……

For and on behalf of M/s ……

In the capacity of ……..

Dated this ……day of ……2017.

Suppliers' / Company's Official Rubber Stamp ……

8.4 TENDER SECURITY FORM

Whereas ……. [*name of the tenderer]* (hereinafter called "the tenderer") has submitted its tender dated …….. [*date of submission of tender]* for the supply, installation and commissioning of ……*[name and/or description of the equipment]* (hereinafter called "the Tender") …….. KNOW ALL PEOPLE by these presents that WE …… …… … of …….. having our registered office at …….. (hereinafter called "the Bank"), are bound unto …….. [*name of Commission }* (hereinafter called "the Commission ") in the sum of …….. for which payment well and truly to be made to the said Commission , the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

2. If the tenderer, having been notified of the acceptance of its Tender by the Commission during the period of tender validity: fails or refuses to execute the Contract Form, if required; or fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Commission up to the above amount upon receipt of its first written demand, without the Commission having to substantiate its demand, provided that in its demand the Commission will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

_____

[Signature of the bank]
(Amend accordingly if provided by Insurance Company)

8.5 MANUFACTURER'S AUTHORIZATION FORM

To [*name of the Commission]* ……

WHEREAS ……[*name of the manufacturer]* who are established and reputable manufacturers of …….. [*name and/or description of the goods]* having factories at …… [*address of factory]* do hereby authorize …….. [*name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. …….. [*reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

_____

[*signature for and on behalf of manufacturer]*

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

8.6 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between ……. [*name of Procurement entity)* of …….. [*country of Procurement entity]* (hereinafter called "the Commission) of the one part and …….. [*name of tenderer]* of …….. [*city and country of tenderer]* (hereinafter called "the tenderer") of the other part;

WHEREAS the Commission invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of ……. [*contract price in words and figures]* (hereinafter called "the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

a) The bid document by the successful tenderer
b) The Tender Form and the Price Schedule submitted by the tenderer
c) The Schedule of Requirements
d) The Technical Specifications
e) The General Conditions of Contract
f) The Special Conditions of contract; and
g) The Commission Notification of Award
h) The Bidder's letter of acceptance
i) Acceptable Performance Security

3. In consideration of the payments to be made by the Commission to the tenderer as hereinafter mentioned, the tender hereby covenants with the Commission to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Commission hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Commission
Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

8.7 PERFORMANCE SECURITY FORM

To …….
[*name of Commission]*

WHEREAS …….. [*name of tenderer*] (hereinafter called "the tenderer") has undertaken , in pursuance of Contract No. _____ _____ [*reference number of the contract]* dated _____ 20 _____ to supply …….. [*description of goods]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of …….. [*amount of the guarantee in words and figure]* and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of …….. [*amount of guarantee]* as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

_____
[name of bank or financial institution]

_____
[address]

_____
[date]

8.8 SAMPLE DRAFT LETTER OF NOTIFICATION OF AWARD

REPUBLIC OF KENYA

PARLIAMENT OF KENYA
THE NATIONAL ASSEMBLY

REFERENCE: **DATE**

M/S
P. O. Box
Nairobi

Dear

RE: SUPPLY, DELIVERY AND INSTALLATION OF ASSORTED FURNITURE ITEMS AS PER THE SPECIFICATIONS
(TENDER NO. *PSC/017/2016-2017)*

We are pleased to inform you that your bid dated …….. for the Supply and delivery of the following furniture item(s) as per the specifications at a Total Cost of **Kenya Shillings ----------**only is hereby accepted.

The contract documents are in the course of preparation and you will be called to sign them after fourteen (14) days have elapsed from the date of this letter.

The Commission hereby appoints the **……** as the Project Co-ordinator for this assignment and you are requested to make arrangements to contact the Project Co-coordinator on all matters to do with this contract.

Yours faithfully,

CLERK OF THE NATIONAL ASSEMBLY
NATIONAL ASSEMBLY