

# REPUBLIC OF KENYA



## PARLIAMENT OF KENYA PARLIAMENTARY SERVICE COMMISSION (PSC)

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### TENDER DOCUMENT

TENDER NO: PSC/016/2017-2018

FOR

**PROVISION OF INTERNET SERVICES TO THE  
PARLIAMENTARY SERVICE COMMISSION**

**TENDER CLOSING DATE:**

**8<sup>th</sup> FEBRUARY, 2018 AT 1100AM**

# TABLE OF CONTENTS

		Page
SECTION I	INVITATION TO TENDER	3
SECTION II	INSTRUCTIONS TO TENDERERS	4
	APPENDIX TO INSTRUCTIONS TO TENDER	17
SECTION III	GENERAL CONDITIONS OF CONTRACT	18
SECTION IV	SPECIAL CONDITIONS OF CONTRACT	23
SECTION V	i) SCHEDULE OF REQUIREMENTS	24
	ii) QUALIFICATION REQUIREMENTS	24-25
	iii) EVALUATION CRITERIA	26-27
SECTION VI	DESCRIPTION OF SERVICES	28
SECTION VI	STANDARD FORMS	31
	1) FORM OF TENDER	
	2) PRICE SCHEDULE OF SERVICES	
	3) TENDER SECURITY FORM	
	4) MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE	
	5) CONTRACT FORM	
	6) PERFORMANCE SECURITY FORM	
	7) SAMPLE LETTER OF NOTIFICATION	

## SECTION I - INVITATION TO TENDER

Date: 24<sup>TH</sup> January, 2018

To:

RE: TENDER NO. PSC/016/2017-2018 FOR PROVISION OF INTERNET SERVICES TO THE PARLIAMENTARY SERVICE COMMISSION

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The Parliamentary Service Commission invites sealed bids from eligible providers for the provision of internet services for a period of two years renewable for a further period of two years subject to satisfactory performance.

Interested Bidders may obtain further information and inspect the Tender Document for free from the **Procurement Office** on **2<sup>nd</sup> Floor, Protection House**. A complete set of the tender document may be downloaded free of charge from the **Commission's Website**; [www.parliament.go.ke](http://www.parliament.go.ke) or IFMIS Portal; [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke).

**A mandatory pre-bid meeting** will be held on **Wednesday, 31<sup>st</sup> January, 2018, 11.00 am at Protection House, 2<sup>nd</sup> floor** at the junction of **Haile Selassie Avenue and Parliament Road, Nairobi**.

Duly completed tender documents as prescribed (original and copy) are to be enclosed in plain sealed envelopes, marked with the **tender number & name** and be deposited in the tender box provided on **2<sup>nd</sup> floor, Protection House, at the junction of Haile Selassie Avenue and Parliament Road, Nairobi** or be addressed to:-

**Clerk of the Senate/Secretary,  
Parliamentary Service Commission,  
Parliament Buildings,  
P.O. Box 41842 00100,  
NAIROBI, KENYA.**

so as to be received on or before **Thursday, 8<sup>th</sup> February, 2018 at 11.00 a.m.**

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

Tenders must be accompanied by a tender Security of **Kshs. 100,000.00** in form of a bank guarantee from a reputable bank or guarantee from an insurance company approved by the Public Procurement Regulatory Authority (PPRA) payable to Parliamentary Service Commission.

The Parliamentary Service Commission (PSC) reserves the right to accept or reject any tender and does not bind itself to accept the lowest or any tender.

**CLERK OF THE SENATE/SECRETARY, PARLIAMENTARY SERVICE COMMISSION**

## SECTION II – INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS.		Page
2.1	Eligible Tenderers .....	5
2.2	Cost of tendering .....	5
2.3	Contents of tender documents .....	5
2.4	Clarification of Tender documents .....	6
2.5	Amendment of tender documents .....	6
2.6	Language of tenders .....	7
2.7	Documents comprising the tender .....	7
2.8	Form of tender .....	7
2.9	Tender prices .....	7
2.10	Tender currencies .....	8
2.11	Tenderers eligibility and qualifications .....	8
2.12	Tender security .....	8
2.13	Validity of tenders .....	9
2.14	Format and signing of tenders .....	9
2.15	Sealing and marking of tenders .....	10
2.16	Deadline for submission of tenders .....	10
2.17	Modification and withdrawal of tenders .....	11
2.18	Opening of tenders .....	11
2.19	Clarification of tenders .....	12
2.20	Preliminary Examination .....	12
2.21	Conversion to other currencies .....	13
2.22	Evaluation and comparison of tenders .....	13
2.23	Contacting the Commission .....	14
2.24	Post-qualification .....	14
	Award criteria .....	14
2.25	Notification of award .....	15
2.26	Signing of Contract .....	15
2.27	Performance security .....	16
2.28	Corrupt or fraudulent practices .....	16

## **SECTION II: INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The Commission's employees, Committee members, Board members and their relatives (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 services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Commission, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall be Kshs. 1,000.00.
- 2.2.3 The Commission shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with these instructions to tenders: -
  - i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements

- v) Description of services to be offered
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Mandatory Confidential Business Questionnaire Form
- x) Performance security form

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

## **2.4 Clarification of Documents**

2.4.1. A prospective candidate making inquiries of the tender document may notify the Commission in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Commission will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Commission. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.4.2. The 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.

## **2.5 Amendment of documents**

2.5.1. 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 issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Commission, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tender**

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

## **2.7 Documents Comprising the Tender**

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

- a) A Tender Form and a Price Schedule completed accordingly. Documentary evidence established that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- b) Tender security as prescribed
- c) Mandatory Confidential Business Questionnaire

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

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

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

## **2.10 Tender Currencies**

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

## **2.11 Tenderers Eligibility and Qualifications.**

2.11.1 The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Commission's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount as prescribed in the instructions to tenderers.

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

2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantees.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit



2.12.4 Any tender not secured will be rejected by the Commission as non-responsive.

2.12.5 Unsuccessful tenderer's 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.

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

2.12.7 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract.

**or**

(ii) to furnish performance security

(c) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Commission. A tender valid for a shorter period shall be rejected by the Commission as non-responsive.

2.13.2 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.

## **2.14 Format and Signing of Tenders.**

2.14.1 The original Technical and Financial Proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

- 2.14.2 For each proposal, the bidders 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.
- 2.14.3 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 "**BIDS FOR PROVISION OF INTERNET SERVICES AS PER THE SCHEDULE OF REQUIREMENTS**". 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**".

## **2.15 Sealing and Marking of Tenders**

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as 'ORIGINAL TENDER' and 'COPY OF TENDER'. The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelope 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 to tender and the words, ' DO NOT OPEN BEFORE the date and time of closing indicated in the Appendix of Instructions To Tenderers.
- 2.15.3 The outer 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".
- 2.15.4 If the outer envelope is not sealed and marked as required, Commission will assume no responsibility for the tender's misplacement or premature opening.

## **2.15 Deadline for Submission of Tenders**

- 2.16.1 Tenders must be received by the Commission at the address specified under paragraph 2.15.2 no later than **Thursday, 8<sup>th</sup> February, 2018 at 11.00 a.m.**
- 2.16.2 The Commission may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordingly, in which case all rights and obligations of the Commission and candidates

previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the Commission as provided for in the appendix.

## **2.17 Modification and withdrawal of tenders**

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

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

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

2.17.4 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.

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

2.17.6 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.

## **2.18 Opening of Tenders**

2.18.1 The Commission will open all tenders in the presence of tenderers' representatives who choose to attend, at **11.00 am on Thursday 8<sup>th</sup> February, 2018** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 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.

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

## **2.19 Clarification of tenders**

2.19.1 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 shall be sought, offered, or permitted.

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

## **2.20 Preliminary Examination and Responsiveness**

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

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

2.20.3 The Commission may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 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's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 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 nonconformity.

## **2.21 Conversion to a single currency**

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

## **2.22 Evaluation and comparison of tenders.**

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

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

2.22.3 The Commission's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in the technical specifications:

- (a) Operational plan proposed in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 The following evaluation methods will be applied:-

### **(a) Operational Plan.**

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

### **(b) Deviation in payment schedule.**

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

2.22.5 The Tender Evaluation Committee shall evaluate the tender within the prescribed period from the date of opening the tender.

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

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

## **2.23. Contacting the Commission**

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

2.23.2 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 tenderers tender.

## **2.24 Award of Contract**

### **a) Post qualification**

2.24.1 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.

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

2.24.3 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**

2.24.3 The Commission will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 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's action. If the Commission determines that none of the tenderers is responsive; the Commission shall notify each tenderer who submitted a tender.

2.24.5 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 Notification of award**

2.25.1 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.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the Commission. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

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

## **2.26 Signing of Contract**

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

2.26.2 Within seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Commission.

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

## **2.27 Performance Security**

2.27.1 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.

2.27.2 Failure of the successful tenderer to comply with the requirement 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 or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The Commission requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 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;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.



## APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: <b>All eligible Kenyan firms with the requisite capacity and qualifications are invited to participate</b>
2.2.2	Price to be charged for tender documents. <b>DOWNLOAD FREE FROM WEBSITE.</b>
2.10	Particulars of other currencies allowed. <b>None</b>
2.11	Particulars of eligibility and qualifications documents of evidence required. <ul style="list-style-type: none"> <li>• <b>Submission of all the documentation and requirements as outlined in the <u>Schedule of Requirements</u> on page 25-27 and as prescribed.</b></li> <li>• <b>Compliance to the evaluation criteria as specified on page 25-27 of this document</b></li> </ul>
2.12.2	A bid security of <b>Kshs. 100,000.00</b> valid for <u>150 days</u> from the date of closing of the tender and issued in the prescribed format by a reputable bank or an insurance company approved by PPRA.
2.16.3	Bulky tenders that will not fit in the tender box shall be delivered and received at the Procurement Unit.
2.22	The evaluation and comparison of tenders will be as indicated under Section V (Schedule of requirements)
2.24	Particulars of post – qualification if applicable. <b>N/A</b>
2.27	Particulars of performance security if applicable. <b>N/A</b>
Clarification	For any clarification on this tender, please write to:- <b>Clerk of the Senate/Secretary,</b> <b>Parliamentary Service Commission,</b> <b>Parliament Buildings,</b> <b>P.O. Box 41842 00100,</b> <b>NAIROBI, KENYA</b> At least seven (7) days before the tender closing date

## **SECTION III - GENERAL CONDITIONS OF CONTRACT**

<b>TABLE OF CONTENTS</b>		<b>Page</b>
3.1	Definitions	19
3.2	Application	19
3.3	Standards	19
3.4	Patent Rights	19
3.5	Performance security	19
3.6	Inspections and tests	20
3.7	Payment	21
3.8	Prices	21
3.9	Assignment	21
3.10	Termination for default	22
3.11	Termination for insolvency	22
3.12	Termination for convenience	22
3.13	Resolution of disputes	22
3.14	Governing language	22
3.15	Force majeure	22
3.16	Applicable law	23
3.17	Notices	23

# GENERAL CONDITIONS OF CONTRACT

## 3.1 Definitions

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

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

## 3.2 Application

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

## 3.3 Standards

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

## 3.4 Patent Right's

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 services under the contract or any part thereof.

## 3.5 Performance Security.

- 3.5.1 Within fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Commission the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.5.2 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.
- 3.5.3 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) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the PPOA
  - d) Letter of credit.
- 3.5.4 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 of obligations under the contract, including any warranty obligations under the contract.

### **3.6 Inspections and Tests**

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

### **3.7 Payment**

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

### **3.8 Prices**

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

### **3.9 Assignment**

3.9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the Commission's prior written consent.

### **3.10 Termination for Default**

3.10.1 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 provide any or all of the services within the period(s) 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.

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

### **3.11 Termination of insolvency**

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

### **3.12 Termination for convenience**

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

### **3.13 Resolution of disputes**

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

### **3.14 Governing Language**

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

### **3.15 Force Majeure**

- 3.15.1 The contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.16 Applicable Law.**

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

### **3.17 Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC.

A notice shall be effective when delivered or on the notices effective date, whichever is later.

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: <b>N/A</b>
3.7	Specify method Payments. <b>Payments to be made on Quarterly basis after the services have been rendered and certified as satisfactory.</b>
3.8	Specify price adjustments allowed. <b>None</b>
3.14	Specify resolution of disputes. <b>Disputes to be settled as per the Arbitration Laws of Kenya</b>
3.16	Specify applicable law. <b>Laws of Kenya</b>
3.17	Indicate addresses of both parties.  <b>Client: Clerk of the Senate/Secretary, Parliamentary Service Commission, Parliament Buildings, P.O. Box 41842 00100, NAIROBI, KENYA</b>
Other's necessary	as Complete as necessary

## **SECTION V – SCHEDULE OF REQUIREMENTS**

### **A. CONTRACT DURATION**

The Contract will run for a period of two years from the commencement date renewable for a further period of two years or such other periods as agreed by mutual consent of both parties in writing subject to satisfactory performance.

### **B. FIRM'S QUALIFICATION REQUIREMENTS**

Prospective Bidders must meet the following: -

#### **MANDATORY QUALIFICATION REQUIREMENTS**

- 1) Must submit sealed envelopes of separate technical and financial bids. The envelope containing technical requirements should not contain any financial information with regard to the firm's bid for the services.
- 2) Must submit an original and copy of each separate technical and financial bid.
- 3) Provide Certificate of Registration/Incorporation.
- 4) Provide a valid Tax Compliance Certificate from KRA
- 5) Provide a bid security of **Kshs. 100,000.00** valid for 150 days from a reputable bank or insurance company approved by PPRA and in the prescribed format.
- 6) Fully filled and stamped Confidential Business Questionnaire as per the attached format.
- 7) Registrations in the attendance register for the Mandatory pre-bid conference.
- 8) Certificate of Registration from relevant Regulatory Body e.g. Communications Authority etc.
- 9) Submission of a well bound and paginated bid document including all attachments.

#### **TECHNICAL QUALIFICATION REQUIREMENTS**

##### **A. Profile of the firm providing;**

- ❖ Details of its physical address, contact details, directorship, clients including the organizational structure (not more than 3 pages).
- ❖ Brief indication of the proposed staff for this assignment, position and their specific duties/ responsibilities in the assignment as either team leader or other technical staff.



## B. The firm

- Provide a list of its five (5) major clients, contract values and contact persons in those client's organizations.
- Provide evidence in form of duly signed recommendation letters by Clients/customers of having undertaken and completed at least three (3) similar service contracts of similar nature, complexity and magnitude of (over Kshs. 1,000,000.00). Satisfactory past performance by the clients shall be a critical consideration for this assignment.

## C. Qualifications of personnel

Submit at **least three (3) CVs of the technical personnel** who should have qualifications and experience as follows: -

### Team leader

- ❖ At least a Bachelor's Degree in ICT related field from a recognized University or College.
- ❖ At least 3yrs related work experience at a senior level in a big Organization.
- ❖ Membership in professional bodies/Association.

### **Other technical (2No.)**

- ❖ At least a Diploma in ICT related field from a recognized University or College.
- ❖ At least 2yrs related work experience in a big Organization.

## D. A written proposal that provides the following details: -

- ❖ A detailed survey report of the findings;
- ❖ Proposed implementation schedule/work plan for the assignment;
- ❖ Proposed approach and methodology in servicing the equipment and outputs at each stage.

## E. Technical Qualification Requirements

No.	Item	Technical Requirements	Marks
1	<b>Internet Bandwidth</b>	Dedicated Stable 50Mbps Download speed Dedicated Stable 50Mbps Upload speed	20 Marks
2	<b>Link Connection Media</b>	Provider Self owned and managed fiber link	10 Marks
3	<b>Back up link</b>	Provider Self owned and managed dedicated 50Mbps internet connection with back up with the same capacity and load balancing and fallback/failover	20 Marks
4	<b>Support services</b>	Platinum corporate client support with assigned technical	10 Marks

No.	Item	Technical Requirements	Marks
		support engineer and corporate customer relationship manager	
5	<b>Configuration</b>	Free Configuration services of Parliament routers and third-party firewall	10 Marks
6	<b>Management</b>	<ul style="list-style-type: none"> <li>• Provide access to bandwidth monitoring tool</li> <li>• Provide a summary of monthly internet usage of the top 5 bandwidth user</li> </ul>	10 marks 10 Marks
7	<b>Payment</b>	Payment on billing method per month but payment on quarterly basis (every 3 months)	10 Marks
			100%
<b>To be weighted to a total score of 50 points</b>			

### C. EVALUATION CRITERIA.

The following will be the evaluation criteria: -

#### STAGE 1: PRELIMINARY EVALUATION/ EVALUATION ON THE MANDATORY QUALIFICATION REQUIREMENTS

- The firm must meet all the mandatory qualification requirements as listed above and shall be evaluated on '**YES**' OR '**NO**' BASIS and any bid that does not meet any of the mandatory requirements shall be disqualified from detailed technical evaluation.

#### STAGE 2: DETAILED EVALUATION: EVALUATION ON THE TECHNICAL QUALIFICATION REQUIREMENTS

Evaluation Criteria (Total of 100 points):-

- |   |                             |
|---|-----------------------------|
| a) Profile of the firm  | <b>[Maximum 10 points];</b> |
| b) Qualification of the firm                                    | <b>[Maximum 10 points];</b> |
| c) Qualification of staff                                       | <b>[Maximum 15 points];</b> |
| d) Proposed implementation schedule<br>/work plan & methodology | <b>[Maximum 15 points];</b> |
| e) Technical qualification requirements                         | <b>[Maximum 50 points];</b> |
|   | <b><u>100 points</u></b>    |

**Pass mark 80 points**

Please note the following important information:

- ❖ In order to qualify for further financial consideration, the firm must score a minimum of **80 points**.
- ❖ The above documentation should be submitted in a separate envelope clearly marked, '**Technical Proposal.**'

- ❖ The envelope containing technical requirements should not contain any financial information with regard to cost of providing these services to the Commission.
- ❖ Any bid that does not comply with the above requirements will be disqualified from further evaluation.
- ❖ **Only the financial bids of the firms that meet all the qualifications requirements shall be opened.** The bids that are non-responsive to the requirements shall remain sealed/unopened and returned to the bidders after the procurement process is concluded.

### **STAGE 3: FINANCIAL EVALUATION**

The financial envelope should contain only the following: -

- a) Form of tender
- b) Price schedule

The bids that meet all the qualification requirements shall be opened and their tender form and price schedule shall be evaluated for conformity and responsiveness to the Commissions requirements of having been full completed, signed, stamped, arithmetical errors etc as follows: -

The financial bid will be evaluated against the following criteria:

- (a) Confirmation of Price Schedule completeness
- (b) Correction of Arithmetic Errors on items
- (c) Confirmation of the Total Tender Sum

### **POST QUALIFICATION/ CONFIRMATION OF QUALIFICATIONS**

The Commission reserves the right to undertake due diligence on the successful bidder prior to the award of the Tender; and even after the award of the Tender to ascertain the correctness of the information.

### **STAGE 4: RECOMMENDATION FOR AWARD**

The technically responsive and lowest in cost bid shall be recommended for award of the contract.

## **SECTION VI - DESCRIPTION OF SERVICES TO BE PERFORMED BY THE INTERNET PROVIDER**

### **1.0 INTRODUCTION**

The Parliamentary Service Commission intends to identify and contract a reputable and competent firm to provide reliable internet services for a period of twelve (12) months renewable for a further one (1) year subject to satisfactory performance.

## 2.0 SCOPE OF THE SERVICES

No.	Item	Technical Requirements
1	<b>Internet Bandwidth</b>	Dedicated Stable 50Mbps Download speed Dedicated Stable 50Mbps Upload speed
2	<b>Link Connection Media</b>	Provider Self owned and managed fiber link
3	<b>Back up link</b>	Provider Self owned and managed 50Mbps wireless link with automatic failover
4	<b>Support Services</b>	Platinum corporate client support with assigned technical support engineer and corporate customer relationship manager
5	<b>Configuration</b>	Free Configuration services of Parliament routers and third-party firewall
6	<b>Management</b>	<ul style="list-style-type: none"> <li>• Provide access to bandwidth monitoring tool</li> <li>• Provide a summary of monthly internet usage of the top 5 bandwidth user</li> </ul>
7	<b>Payment</b>	Payment on billing method per month but payment preferably on quarterly basis (every 3 months)

## 3.0 PERSONNEL REQUIREMENTS

The provision of the services shall require the service provider to avail trained personnel to support the Client on need basis.

The personnel shall not include anyone on attachment from the service provider. In case the service provider wishes to add some third personnel, Parliament shall be notified in writing and the request approved by the immediate supervisor.

In case of personnel change, the new personnel identifications and curriculum vitae shall have to be provided and verified by the immediate supervisor before they report to work on behalf of the service provider.

The personnel shall be at all times be officially dressed and adhered to the code of conduct of Parliament staff. They shall at all times wear identification badges provided.

#### **4.0 PERSONNEL QUALIFICATION**

The personnel should ideally possess the following qualifications: -

- ❖ At least a Degree in ICT related field from a recognized University or College.
- ❖ Adequate work experience (more than 5 years) in provision of similar services.

#### **5.0 WORKING EQUIPMENT**

The Service provider is required to possess standard maintenance working equipment at all times and maintain them at their cost.

#### **7.0 ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE CLIENT**

- i. PSC will endeavor to provide as much information and documentation required and sufficient for the contractor PSC will provide a work station on need basis
- ii. PSC will provide copies of existing relevant reports and documents.
- iii. PSC will nominate a liaison officer who will maintain regular contact with the providers on matters regarding this assignment.
- iv. PSC will provide appropriate administrative support to the team
- v. PSC will provide Gate passes as necessary

#### **8.0 ESSENTIAL DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER**

The firm must provide equipment, supplies and staffs at all the required times, and on call basis after project implementation to ensure that the system is up and running and that any problems with the system are addressed.

#### **9.0 GENERAL CONTRACT TERMS**

- a) The successful firm will start the services immediately following the completion of the procurement process and as specified in the letter of offer or Local Service Order (LSO).
- b) An agreement will be drawn detailing the levels of engagement between the parties.
- c) The assignment will be for two years duration from the date of commencement or as specified in the agreement or any such other period as mutually agreed by the parties in writing. The contract is renewable for a

further period subject to satisfactory performance by the provider and as agreed between the parties in writing.

- d) The rates quoted will remain in force for the full period of the contract. No demand for revision of rates or variation on any account shall be entered during the contract period unless where there is proportional increase or decrease in the scope of services.
- e) The service provider shall operate as per specified guidelines and follow all documentation procedures as mentioned by the Commission.
- f) If the services provided by the contractual service provider are not found to be satisfactory, one-month advance notice shall be provided before the termination of the contract.
- g) In event the service contractor does not carry out the services as scheduled or on any emergency call, the Client would terminate the contract in terms of the provisions herein.

## **10.0 TERMS OF PAYMENT**

- a) The successful bidder will be paid on submission of certified invoices, worksheets/job cards and any other supporting documentation or as agreed during the Negotiation Meeting between the parties.
- b) The Commission will endeavor to pay within thirty (30) days from the date of submission of certified invoices and worksheets/job cards acceptable to the Commission.

## **SECTION VII - STANDARD FORMS**

Notes on the standard Forms

- 1. Form of Tender** -The form of Tender must be completed by the tenderer and submitted with the tender documents and enclosed in the financial envelope. It must also be duly signed by duly authorized representatives of the tenderer.
- 2. Price Schedule Form**-The price schedule form must similarly be completed and submitted with the tender and enclosed in the financial submission

envelope. It must also be duly signed by duly authorized representatives of the tenderer.

**3. Tender declaration form-** -The tender declaration form must similarly be completed as prescribed and enclosed in the Technical submission envelope. It must also be duly signed by duly authorized representatives of the tenderer.

**4. Confidential Business Questionnaire Form** - This form must be completed as prescribed by the tenderer and submitted with the tender documents and enclosed in the technical submission envelope.

**5. 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.

**6. Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the Commission.

**7. Attachments**

- Appendix A: Sample letter of offer

**1. FORM OF TENDER(TO BE SUBMITTED IN THE FINANCIAL ENVELOPE)**

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 of which is hereby duly acknowledged, we the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of . Kshs..... *[total tender amount in words and figures on]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements and details of service.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018  
*[signature]* *[In the capacity of]*

Duly authorized to sign tender for and on behalf of \_\_\_\_\_



## 2. PRICE SCHEDULE OF SERVICES (TO BE SUBMITTED IN THE FINANCIAL ENVELOPE)

Please fill in the charges taking into account the scope of works in Section VI  
(Description of Services)

ITEM NO.	ITEM DESCRIPTION	COST PER MONTH (KSHS.)	COST FOR TWELVE (12) MONTHS (KSHS.)	TOTAL COST FOR TWO YEARS (KSHS.)
1.	Provision of Internet Services as per the schedule of requirements			
2.	Applicable taxes			
	<b>TOTAL CONSOLIDATED COSTS (KSHS.)</b>			

Signature and Stamp of tenderer \_\_\_\_\_

### **Please Note:-**

- In case of discrepancy between the cost per month and total, the unit cost per month shall prevail.
- This form should be submitted together with the Form of Tender and in an envelope separate from the one bearing the technical requirements (qualification and eligibility requirements).
- Tenderers are required to visit the site and verify the requirements to determine the scope of services before quoting for the services.
- Payment shall be on quarterly basis after the services have been satisfactorily offered and on submission of certified invoices and worksheets/job cards.

### 3. TENDER SECURITY FORM

Whereas (name of bidder) hereinafter called <the tenderer> has submitted its bid dated (date of submission of bid) for the provision of insurance services (hereinafter called <the tender>.

KNOW ALL PEOPLE by these presents that WE (*name of bank*) of (*name of country*), having our registered office at (*Name of Commission*) (hereinafter called <the procuring entity> in the sum of (*state the amount*) for which payment will and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the Form: or
2. The the tender, having been notified of the acceptance of its tender by the Commission during the period of tender validity.
  - (a) Fails or refuses to execute the Contract Form, if required; or
  - (b) Fails or refuses to furnish the Performance security, in accordance with the Instructions to tenders.

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 the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s).

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 stated date.

**(Authorized Signatories and official stamp of the Bank)**

#### 4. MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

**(Must be filled by all applicants or Tenderers' who choose to participate in this tender and enclosed in the technical Bid submission envelope)**

<b>Name of Applicant(s)</b> .....
--------------------------------------

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*)

.....

<b>(Applicable to Local suppliers only)</b>
---

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.....

Company Profile .....

**Part 2 (b) – Partnerships**

Give details of partners as follows:

**Full Names**                      **Nationality**   **Citizenship Details**      **Shares**      **Gender**

- 1. ....
- 2. ....
- 3. ....
- 4. ....

Company Profile .....(.....

**Part 2 (c) – Registered Company**

Private or public .....

Company Profile .....

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**                      **Gender**

- 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 .....2018.

In the capacity of .....

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

**Part 2 (e) – Criminal Offence**



**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.

<b><u>Company Name</u></b>	<b><u>Country</u></b>	<b><u>Contract/ Order No.</u></b>	<b><u>Value</u></b>
1.....	.....	.....	.....
2.....	.....	.....	.....
3.....	.....	.....	.....
4.....	.....	.....	.....
5.....	.....	.....	.....
Contact person (Full Names).....			
E-mail address.....			
Cellphone no .....			

**Part 2(i) – Declaration**

I / We, the undersigned state and declare that the above information is correct and that I / We give the 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 .....2018.

Suppliers' / Company's Official Rubber Stamp

.....

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

- (a) the Tender Form and the Price Schedule submitted by the tenderer;
- (b) the Schedule of Requirements;
- (c) Description of the services to be performed
- (d) the Technical Specifications;
- (e) the General Conditions of Contract;
- (f) the Special Conditions of Contract; and
- (g) The Commission's Notification of award.

3. In consideration of the payments to be made by the Commission to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Commission to provide the materials and spares 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 provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Commission )

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)  
in the presence of \_\_\_\_\_.

## 6. PERFORMANCE SECURITY FORM

To: .....  
[name of the 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 services] (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 figures],

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 your 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

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

(Amend accordingly if provided by Insurance Company)



**APPENDIX A: SAMPLE LETTER OF NOTIFICATION OF AWARD**

**REPUBLIC OF KENYA**



**PARLIAMENT OF KENYA**

M/S  
P. O. Box  
Nairobi

Dear Sir/Madam,

**RE: PROVISION OF INTERNET SERVICES AS PER THE SCHEDULE OF REQUIREMENTS (TENDER NO. PSC/016/2017-2018)**

Your Bid dated ..... amounting to Kenya Shillings ..... only for provision of Internet services as per the schedule of requirements is hereby accepted.

The Contract Documents are in the course of preparation and you will be called to sign them after seven (7No.) days have elapsed from the date of this letter.

The duration of this contract will initially be for two years from the date of commencement renewable for a further period subject to satisfactory performance and the payment will be as per the Contract.

The ..... is hereby appointed Contract Manager in connection with your contract for the provision of the above services.

Please acknowledge your acceptance of the offer within seven (7) days from the date of this letter and communicate with the Contract Manager immediately and thereafter on all matters relating to the contract.

Yours faithfully,

**CLERK OF THE SENATE/SECRETARY, PARLIAMENTARY SERVICE COMMISSION**

.....**End** .....