



REPUBLIC OF KENYA

PARLIAMENTARY SERVICE COMMISSION

SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF OFFICE FURNITURE FOR THE  
MULTI-STOREY OFFICE BLOCK

FOR

THE KENYA NATIONAL ASSEMBLY

---

TENDER DOCUMENT  
(TENDER NO PJS/018/2020-2021)

---

**PROJECT MANAGER**

THE WORKS SECRETARY  
MINISTRY OF PUBLIC WORKS  
P.O. Box 30743-00100  
NAIROBI

**ARCHITECT**

CHIEF ARCHITECT  
MINISTRY OF PUBLIC WORKS  
P.O. Box 30743-00100  
NAIROBI

**QUANTITY SURVEYOR**

CHIEF QUANTITY SURVEYOR  
MINISTRY OF PUBLIC WORKS  
P.O. Box 30743-00100  
NAIROBI

**CIVIL & STRUCTURAL ENGINEER**

CHIEF ENGINEER (STRUCTURAL)  
MINISTRY OF PUBLIC WORKS  
P.O. Box 30743-00100  
NAIROBI

**MECHANICAL & ELECTRICAL  
ENGINEERS**

CHIEF ELECTRICAL & MECHANICAL ENG.  
(B.S)  
MINISTRY OF PUBLIC WORKS  
P.O. Box 30743-00100  
NAIROBI

---

TENDERERS

---

**ARCHITECTS**

MUTISO MENEZES INTERNATIONAL  
P.O. Box 44934-00100  
NAIROBI

**CIVIL/STRUCTURAL ENGINEERS**

WANJOHI CONSULTING ENGINEERS  
P.O. Box 21714-00505  
NAIROBI

**QUANTITY SURVEYORS**

QUANTECH CONSULTANCY  
P O Box 44660-00100  
NAIROBI

**MECHANICAL/ELECTRICAL ENGINEERS**

MECOY TENDERERS LTD  
P O Box 20198-00200  
NAIROBI

MARCH 2021

## TABLE OF CONTENTS

	PAGE
INTRODUCTION .....	3
SECTION I INVITATION TO TENDER.....	4
SECTION II INSTRUCTIONS TO TENDERERS.....	5
<b>Appendix to Instructions to Tenderers .....</b>	<b>21</b>
SECTION III GENERAL CONDITIONS OF CONTRACT.....	23
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	30
SECTION V TECHNICAL SPECIFICATIONS.....	32
SECTION VI SCHEDULE OF REQUIREMENTS.....	34
SECTION VII PRICE SCHEDULE FOR GOODS.....	35
SECTION VIII STANDARD FORMS.....	.36
8.1 FORM OF TENDER.....	37
8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS.....	38
8.3 TENDER SECURITY FORM.....	39
8.4 CONTRACT FORM.....	40
8.5 PERFORMANCE SECURITY FORM.....	41
8.6 BANK GUARANTTE FOR ADVANCE PAYMENT FORM.....	42
8.7 MANUFACTURER'S AUTHORIZATION FORM.....	43
8.8 LETTER OF NOTIFICATION OF AWARD FORM.....	43
8.9 PPARB REQUEST FOR REVIEW FORM.....	43
8.10 WARRANTY DECLARATION FORM.....	44

## Introduction

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

**SECTION I**  
**INVITATION FOR TENDER**  
**REPUBLIC OF KENYA**



**PARLIAMENTARY SERVICE COMMISSION**

**PARLIAMENTARY JOINT SERVICES**

**TENDER NO. PJS/018/2020-2021**

**FOR**

**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF OFFICE FURNITURE FOR THE MULTI-STOREY OFFICE BLOCK:**

The Procuring Entity invites sealed tenders from eligible tenderers for the **Supply, Delivery, Installation and Commissioning of Office Furniture for the Proposed Multi Storey Office Block.**

Interested eligible candidates may obtain further information from the **Procurement Office on 4<sup>th</sup> Floor, Protection House, Nairobi** or email through [procurementpjs@parliament.go.ke](mailto:procurementpjs@parliament.go.ke) or [dg@parliament.go.ke](mailto:dg@parliament.go.ke). 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)

There shall be a **pre-bid meeting** on **Tuesday, 27<sup>th</sup> April, 2021, 11.00 am** in the 11<sup>th</sup> Floor Boardroom, Protection House, along Parliament Road, Nairobi.

Duly completed, serialized and paginated tender documents all the pages of the bid document submitted including any addenda, appendices and attachments (**original and copy**) are to be enclosed in plain sealed envelopes, marked with the **tender number, name** and as prescribed under the tender documents and be dropped in the Tender Box at the **Reception on 2<sup>nd</sup> Floor, Protection House, Nairobi** or be addressed to:

**Director General, Parliamentary Joint Services,  
Procuring Entity,  
P.O. Box 41842 00100,  
NAIROBI, KENYA**

so as to be received on or before **Monday, 10<sup>th</sup> May, 2021 at 11.00 a.m.**

Tenders will be opened immediately thereafter in the presence of the Candidates who choose to attend or their appointed representatives, at Protection House, 2<sup>nd</sup> floor boardroom, Nairobi.

Tenders must be accompanied by a tender Security of **Kshs. 8,000,000.00** valid for **210 days** from the date of tender opening, in form of a bank guarantee from reputable bank recognized by the Central Bank of Kenya, payable to Procuring Entity

Prices quoted should be inclusive of all taxes and delivery costs, and must be in Kenya Shillings and shall remain valid for **180 days** from the closing date of the tender.

Bidders are required to serialize all the pages of the bid document submitted including any addendums, appendices and attachments.

**DIRECTOR GENERAL, PARLIAMENTARY JOINT SERVICES,  
PARLIAMENTARY SERVICE COMMISSION**

**SECTION II  
INSTRUCTIONS TO TENDERERS**

**Table of Clauses**

	Page
2.1 Eligible tenderers.....	6
2.2 Eligible goods.....	6
2.3 Cost of tendering.....	6
2.4 Contents of Tender document.....	7
2.5 Clarification of documents.....	7
2.6 Amendment of documents.....	8
2.7 Language of tender.....	8
2.8 Documents comprising the tender.....	8
2.9 Tender forms.....	9
2.10 Tender prices.....	9
2.11 Tender currencies.....	9
2.12 Tenderers eligibility and qualifications.....	0
2.13 Goods' eligibility and conformity to tender documents.....	10
2.14 Tender security.....	11
2.15 Validity of tenders.....	12
2.16 Format and signing of tenders.....	13
2.17 Sealing and marking of tenders.....	13
2.18 Deadline for submission of tender .....	14
2.19 Modification and withdrawal of tenders.....	14
2.20 Opening of tenders.....	15
2.21 Clarification of tenders.....	15
2.22 Preliminary examination.....	15
2.23 Conversion to single currency.....	16
2.24 Evaluation and comparison of tenders.....	16
2.25 Contacting the procuring entity.....	17
2.26 Award of contract.....	17
(a) Post qualification.....	17
(b) Award criteria.....	17
(c) Procuring entity's right to vary quantities....	18
(d) Procuring entity's right to accept or reject any or all tenders .....	18
2.27 Notification of award.....	18
2.28 Signing of contract.....	18
2.29 Performance security.....	19
2.30 Corrupt or fraudulent practices.....	19

## SECTION II - INSTRUCTIONS TO TENDERERS

### 2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### 2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

### 2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Procuring Entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs. 5,000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

### 2.4 The Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
- (i) Invitation to Tender
  - (ii) Instructions to tenderers
  - (iii) 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) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

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

## 2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring Entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Procuring Entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The Procuring Entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## 2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring Entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

## 2.7 Language of Tender

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

## 2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components:

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

## 2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

## 2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

## 2.11 Tender Currencies

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

## 2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring Entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring Entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.



- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (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 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods;
  - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring Entity; and
  - (c) a clause-by-clause commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 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 in the amount of 0.5 – 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect the Procuring Entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 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 Procuring Entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring Entity as non-responsive, pursuant to paragraph 2.22

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 Procuring Entity.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

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 Procuring Entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.27  
or
  - (ii) to furnish performance security in accordance with paragraph 2.28

## 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 Procuring Entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

2.15.2 In exceptional circumstances, the Procuring Entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.16 **Format and Signing of Tender**

2.16.1 The Procuring Entity 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 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.

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

## **2.17 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 Procuring Entity 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, 10<sup>th</sup> May,2021 at 11.00 am.
- 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 Procuring Entity 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 Procuring Entity at the address specified under paragraph 2.17.2 no later than Monday, 10<sup>th</sup> May,2021 at 11.00 am
- 2.18.2 The Procuring Entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring Entity 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 Entity 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, pursuant to paragraph 2.14.7
- 2.19.5 The Procuring Entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The Procuring Entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.20 Opening of Tenders**

- 2.20.1 The Procuring Entity will open all tenders in the presence of tenderers' representatives who choose to attend, at 11.00am, Monday, 10<sup>th</sup> May, 2021 at 11.00 am and in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 The Procuring Entity 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 Procuring Entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence the Procuring Entity in the Procuring Entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.22 Preliminary Examination**

- 2.22.1 The Procuring Entity 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 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 forfeited. If there is a discrepancy between words and figures the amount in words will prevail.
- 2.22.3 The Procuring Entity 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, pursuant to paragraph 2.23 the Procuring Entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring Entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

## **2.23 Conversion to Single Currency**

2.23.1 Where other currencies are used, the Procuring Entity 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 Procuring Entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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.

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 Procuring Entity**

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring Entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

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

## **2.27 Award of Contract**

### **(a) Post-qualification**

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

2.27.2 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, pursuant to paragraph 2.12.3 as well as such other information as the Procuring Entity 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 Procuring Entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **(b) Award Criteria**

2.27.4 The Procuring Entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated

tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

**(c) Procuring Entity's Right to Vary quantities**

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

**(d) Procuring Entity's Right to Accept or Reject Any or All Tenders**

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

**2.28 Notification of Award**

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

2.28.2 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 pursuant to paragraph 2.28, the Procuring Entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

**2.29 Signing of Contract**

2.29.1 At the same time as the Procuring Entity notifies the successful tenderer that its tender has been accepted, the Procuring Entity 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 Procuring Entity.

**2.30 Performance Security**

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

2.30.2 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 Procuring Entity may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.31 Corrupt or Fraudulent Practices**

- 2.31.1 The Procuring Entity 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 Procuring Entity, 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 Procuring Entity of the benefits of free and open competition;
- 2.31.2 The Procuring Entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.31.3 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 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 TENDERERS
2.1.1	The eligible tenderers are firms dealing in supply and delivery of Furniture
2.3.2	Tender document shall be downloaded from the IFMIS Portal; <a href="http://www.supplier.treasury.go.ke">www.supplier.treasury.go.ke</a> or the Parliamentary website <a href="http://www.parliament.go.ke">www.parliament.go.ke</a> at no cost
2.5.1	<p>For any clarification of this tender, please write to  <b>Director General, Parliamentary Joint Services</b>  <b>Procuring Entity</b>  <b>Parliament Buildings</b>  <b>P.O Box 41842-00100</b>  <b>Nairobi, Kenya</b></p> <p>through email address; <a href="mailto:procurementpjs@parliament.go.ke">procurementpjs@parliament.go.ke</a> and <a href="mailto:dg@parliament.go.ke">dg@parliament.go.ke</a></p> <p>At least seven (7) days before the tender closing date</p>
2.6.2	Prospective candidates shall be notified of the amendment through the email address which he/she used to seek clarification from the procuring entity.
2.10.4	The tender validity period shall be 180 days from the date of opening of the tender.
2.11.1	All the prices shall be quoted in Kenya Shillings
2.14.1	Tender security shall be Kshs. 8,000,000.00 in the form of a bank guarantee from a reputable bank recognized by the Central Bank of Kenya.
2.15.1	The Tender shall remain valid for a period of 180 days after the date of tender opening.
2.18.1	Deadline for submission of bids shall be, Monday, 10 <sup>th</sup> May,2021 at 11.00 am at 11.00 am
2.22.2	<p>The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.</p> <p>Subject to section 79(2)(b) of the Act, any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive.</p>
2.23.1	No other currencies other than the Kenya Shilling shall be used in this tender. Use of foreign currency shall lead to automatic disqualification of the tenderer.



## TENDER EVALUATION CRITERIA

After tender opening, the tenders will be evaluated in five stages, namely:

Stage 1: Compliance with Mandatory Requirements

Stage 2. Compliance with Technical Specifications as provided in section V.

Stage 3: Compliance with Technical Requirements on Capacity to Deliver the contract

Stage 4: The Financial Evaluation

Stage 5: Due diligence

### STAGE 1- DETERMINATION OF RESPONSIVENESS

This stage of evaluation shall involve examination of the mandatory requirements as set out in the Tender Advertisement Notice or Letter of Invitation to Tender and any other conditions stated in the bid document.

#### MANDATORY REQUIREMENTS

<b>MR1</b>	Registration/Incorporation certificate. In case of a joint Venture, all parties must submit and attach a duly signed & executed joint venture agreement;
<b>MR2</b>	Power of Attorney delegating authority to the signatory of the tender to commit the tenderer and in joint venture, a party to the joint venture should be nominated to commit on behalf of the whole team;
<b>MR3</b>	Bidders shall provide valid tax compliance and PIN certificates. In case of a joint venture all parties must submit a valid tax compliance certificate or its equivalent. In an absence of tax compliance certificate in the country of origin ( for foreign companies ), then a self-declaration must be provided by the candidates;
<b>MR4</b>	Bidders shall provide valid tax compliance certificates. In case of a joint venture all parties must submit a valid tax compliance certificate;
<b>MR5</b>	Financial Capability - The bidder shall provide proof in form of certified audited accounts for the last three (3) financial years of the bidder with a turnover of at least Kshs. 500 million per years (2017-2018 ,2018-2019 and 2019-2020). In the event of a joint venture, only one of the partners shall meet this requirement and submit the certified audited accounts;
<b>MR6</b>	Certificate issued to Manufacturer that chair mechanism, gas lift and castors meet BIFMA Standard, ISO 21015:2007 or equivalent Kenya Bureau of Standards Quality for Office Chairs. (if bidding for lots where there are chairs);
<b>MR7</b>	A signed statement that the bidder is not debarred; In case of a joint venture all parties must submit the statement;
<b>MR8</b>	Duly completed confidential business questionnaire; In case of a joint venture all parties must submit a valid confidential business questionnaire;
<b>MR9</b>	Available Cash in hand and Credit lines of at least Kshs. 500,000,000.00 (attach a letter from a reputable bank and bank statements). In the event of a joint venture, only one of the partners shall meet this requirement and submit the letter from a reputable bank;
<b>MR10</b>	Manufacturer authorization letter (the manufacturer authorisation form shall be in the format provided). In the event of joint venture only one of the partners shall meet this requirement;
<b>MR11</b>	Submission of a tender security in the form of a bank guarantee of Kshs. 8 million valid for a period of 210 days from the date of tender opening;
<b>MR 12</b>	The original and (1) copy of tender documents should be properly Tape Bound and

	paginated in the correct sequence and all pages must be initialed/signed/stamped. NB: Spiral Binding and use of Spring or Box Files will not be allowed and will result in automatic disqualification;
<b>MR 13</b>	Submission of valid CR12 form showing the list directors /shareholding (issued within the last 1 year) or National Identity Card for Sole Proprietor, In case of a joint Venture, all parties must submit a CR 12;
<b>MR 14</b>	Letter of authority to seek references from the Tenderer's bankers;
<b>MR 15</b>	Duly filled and signed Anticorruption declaration;
<b>MR 16</b>	Dully filled and signed form of tender; and
<b>MR 17</b>	Details of any current litigation or arbitration proceedings in which the bidder is involved as one of the parties

**Note:**

The client may seek further clarification/confirmation if necessary, to confirm authenticity/compliance of any condition of the tender.

**Bidder Shall submit with this tender physical Samples of the furniture he/she proposes to supply**

**The tenderers who do not satisfy any of the above requirements shall be considered Non-Responsive and their tenders will not be evaluated further.**

**STAGE 2            TECHNICAL EVALUATION**

Bidders meeting all the Mandatory Requirements will be subjected to technical evaluation on furniture specifications to determine whether the item quoted meets technical specifications given in section V of this document. Only Bidders who meet/comply with the technical specifications of the equipment will be progressed to stage 3 of the Technical Evaluation on Capacity to deliver the contract.

**STAGE 3:    TECHNICAL EVALUATION ON CAPACITY TO DELIVER THE CONTRACT**

Tenderers meeting the technical specification of any one of the item in stage two will have their bids subjected to Technical Evaluation on capacity to deliver the furniture based on technical parameters given in the table below.

<b>No.</b>	<b>Evaluation Attribute</b>	<b>Weighting Score</b>	<b>Max score %</b>	<b>Tenderers response (points scored)</b>
1.	Number of years in the business for supply of related items i.e. Furniture	1 mark for each year up to a maximum of 10 years	10	
2.	Evidence of experience in similar assignments for at least 5	5 or more corporate clients.....25 marks 4 corporate clients.....20 marks 3 corporate clients.....15marks	25	

	corporate clients in the past 5 years demonstrated by LPOs, LSOs or contracts, or award letters.	2 corporate clients ...10 marks		
3.	Provide brochures (hard copy) and detailed services provided by the company.  <b>NB: Should be of furniture</b>	Provision of brochures, profiles, goods and services supplied-10 marks  Absence of brochure or presence of brochure unrelated to furniture -0 mark	10	
4.	Provide details of physical address and contacts - attach Evidence	Evidence of physical location premises, address contacts with copy of either lease document or title Deed	10	
5.	Delivery period (In weeks)	Shortest delivery period - 5 marks  Others prorate as follows: <u>Shortest delivery period quoted</u>  Delivery period quoted	5	
6	Financial report Audited financial report (last three [3] years)- 2017-2018 2018-2019 and 2019-2020	<ul style="list-style-type: none"> <li>• Average Annual Turnover greater or equal to Kshs 1.0 Billion----- 20 Marks</li> <li>• Average Annual Turnover greater than Kshs 750 or equal to Kshs 1.0 Billion---- 10 Marks</li> <li>• Average Annual Turnover greater than Kshs 500 or equal to Kshs 750Million----- 5 Marks</li> </ul> Average Annual Turnover below Kshs 500 Million - 0Marks	20	
7	Evidence of financial resources (cash in hand, lines of credit, over draft facility etc.)	<ul style="list-style-type: none"> <li>• Has financial resources equal to Kshs 500Million or above ----- 20marks</li> <li>• Has financial resources above Kshs 250Million or less than Kshs 500Million</li> </ul>	20	

		,....15marks • Has financial resources below KShs 250 Million 5marks		
	<b>Total</b>		<b>100</b>	

Any bidder who scores 80 points and above in this Technical Evaluation shall be considered for further evaluation.

#### Stage 4: Financial Evaluation

Bidders scoring 80% and above in stage three will be subjected to financial evaluation. The financial evaluation will involve checking of arithmetic errors and completeness of the bid. The lowest evaluated bidder for all the three stages will be recommended for consideration of award.

#### Stage 5: Due diligence

The lowest evaluated bidder will be subjected to Due diligence. The exercise will involve verification of the tenderer's qualification information submitted in compliance with the Mandatory requirements and Technical requirements to verify the bidder's capability to execute the contract. If the respective bidder will be found to have provided false information in regards to the qualification, the bidder will be disqualified at this stage. In addition, the Evaluation Team will verify the Suppliers capacity to deliver the right quality of furniture items within the stipulated timelines based on the parameters below:

No.	Requirement	Parameters	Committees' findings
1.	Availability of furniture items in stock	Existence of furniture items in stock	
2.	Manufacturers Brochures	Offer in brochures, pictures submitted with tender matches furniture in stock	
3.	Capacity to deliver - premises, personnel, equipment, establishment etc	Employees, Showroom, manufacturer's agreements, reliable supply chain.  Tools and accessories available Recommendations, signed contracts and POs	
4.	Reliability	After Sale Support	

The lowest evaluated bidder in each lot will then be recommended for award if after the due diligence the bidder's qualification information provided in the bid document and Suppliers capacity to deliver the right quality of furniture items within the stipulated timelines based on the parameters above will be validated with the information obtained during the due diligence. A bidder can qualify for award of more than one or all the lots.

## SECTION III: GENERAL CONDITIONS OF CONTRACT

### Table of Clauses

	Page
3.1 Definitions.....	24
3.2 Application.....	24
3.3 Country of Origin.....	24
3.4 Standards.....	25
3.5 Use of Contract documents and information.....	25
3.6 Patent Rights.....	25
3.7 Performance security.....	25
3.8 Inspection and Tests.....	26
3.9 Packing.....	27
3.10 Delivery and documents.....	27
3.11 Insurance .....	27
3.12 Payment.....	27
3.13 Price.....	28
3.14 Assignments.....	28
3.15 Sub contracts.....	28
3.16 Termination for default.....	28
3.17 Liquidated damages.....	29
3.18 Resolution of Disputes.....	29
3.19 Language and law.....	29
3.20 Force Majeure.....	29

## **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 Procuring Entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring Entity under the Contract.
- (d) "The procuring entity" means the organization purchasing the Goods under this Contract.
- (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 Procuring Entity 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 Procuring Entity's 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 Procuring Entity 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 Procuring Entity's 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 Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Tenderer's performance under the Contract if so required by the Procuring Entity

### **3.6 Patent Rights**

3.6.1 The tenderer shall indemnify the Procuring Entity 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 Procuring Entity's 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity 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 Procuring Entity, in the form provided in the tender documents.

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

### **3.8 Inspection and Tests**

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

3.8.2 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 Procuring Entity.

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

3.8.4 The Procuring Entity's 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 Procuring Entity 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**

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

### 3.11 **Insurance**

3.11.1 The 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**

3.12.1 The 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 Procuring Entity 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 25% of the original contract price.



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

### **3.14. Assignment**

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Entity's prior written consent

### **3.15 Subcontracts**

3.15.1 The tenderer shall notify the Procuring Entity in writing of all subcontracts 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 Procuring Entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

(a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity

(b) if the tenderer fails to perform any other obligation(s) under the Contract

(c) if the tenderer, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

**3.19 Language and Law**

3.19.1 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

### Notes on Special Conditions of Contract

The clauses in this section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the Procuring Entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

General conditions of contract reference	Special conditions of contract
3.1	The contract price will be in Kenya Shillings
3.1 (c)	The goods to be supplied are <b>Supply, Delivery, Installation and Commissioning of Office Furniture for the Proposed Multi Storey Office Block</b>
3.1 (d)	The procuring entity is <b>Parliamentary Service Commission, P. O. Box 41842- 00100, Nairobi</b>
3.7.1	Performance bond shall be 5% of the contract price in the form of a bank guarantee from a bank recognized by the Central Bank of Kenya.
3.10	<ul style="list-style-type: none"> <li>a) Delivery of the furniture shall be made by the bidder to the site; at the Proposed Multi Storey Office Block, along Parliament Rd.</li> <li>b) Upon delivery and assembly of the furniture, the bidder shall notify the Client and forward the following documents to the Client:               <ul style="list-style-type: none"> <li>i. Copies of the supplier invoice showing furniture description, quantity, unit price, total amount and Local Purchase Order number (LPO).</li> <li>ii. Delivery note giving details as (a) above.</li> <li>iii. <b>Delivery Time:</b> Deliveries shall not be made after <b>3.00pm</b></li> </ul> </li> </ul>
3.12	<p>The method and conditions of payment to the bidder under this contract shall be as follows:</p> <ul style="list-style-type: none"> <li>a) Payment for the furniture shall be made in Kenya</li> </ul>

	<p>shillings upon certified deliveries and acceptance of the items</p> <p>b) There shall be no advance payment under this Contract.</p> <p>c) Payment will be made by the Client , within sixty (60) days after submission of an invoice and a statement or claim by the bidder.</p> <p>d) There shall be no payment of interest on delayed payments</p>
3.13.1	<p>No price adjustments will be allowed.</p> <p>Add: All variations shall be in accordance with the Public Procurement and Asset Disposal Act 2015 and its attendant regulations.</p>
3.18	<p>Any dispute arising out of the Contract that cannot be amicably resolved between the parties shall be referred by either party to the arbitration and a final decision by a panel of a person to be agreed between the parties. Failing agreement on the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairperson of the Chartered Institute of Arbitrators-Kenya branch on the request of the applying party. The seat of arbitration shall be in Kenya.</p>
3.19	<p>The laws of Kenya shall apply</p>
3.20	<p>3.20.1 In this Clause "Event of Force Majeure" means an event beyond the control of the Employer and the Tenderer, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:</p> <ul style="list-style-type: none"> <li>a) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods, pandemic);</li> <li>b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;</li> <li>c) rebellion, revolution, insurrection, or military or usurped power, or civil war;</li> <li>d) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;</li> <li>e) riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Tenderer or of his Subtenderers; or</li> <li>f) acts or threats of terrorism.</li> </ul> <p>3.20.2. Consequences of Force Majeure Event</p> <p>3.20.2.1 Neither the Employer nor the Tenderer shall be considered in breach of this Contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the Effective Date.</p> <p>3.20.2.2 The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.</p>

3.20.2.3 If and to the extent that the Tenderer is prevented from executing the Services by the Event of Force Majeure, while the Tenderer is so prevented the Tenderer shall be relieved of its obligations to provide the Services but shall endeavour to continue to perform its obligations under the Contract so far as reasonably practicable at no additional cost to the Employer.

3.20.2.4 If and to the extent that the Tenderer suffers a delay during the Contract Period as a result of the Event of Force Majeure then it shall be entitled to an extension for the Time for Completion with no additional cost to the Employer.

3.20.2.5 If an Event of Force Majeure results in a loss or damage to the Facility, then Tenderer shall rectify such loss or damage to the extent required by the Employer, PROVIDED that any Cost of rectification (less any insurance proceeds received by the Tenderer for the loss or damage) is borne by the Employer (the Tenderer having taken reasonable steps to mitigate the Cost).

3.20.2.6 The Contract Period shall be extended by a period of time equal to the period of interruption caused by an Event of Force Majeure.

## SECTION V - TECHNICAL SPECIFICATIONS

### 5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The Procuring Entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
  - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

#### Note:

1. Successful tender (s) will be required to supply the furniture as per the specifications.
2. The Procuring entity may carry out due diligence on the recommended bidder(s) to clarify on some issues in compliance with the Public Procurement and Asset Disposal Act, 2015.

#### Other Requirements

1. Interested bidders are required to meet the following requirements:
2. Be incorporated or registered firms. Documentary evidence of the company's Certificate of Incorporation / Registration should be provided.
3. Be up-to date in payment of taxes. Proof of payment of tax required by providing valid copy of the company's Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA).
4. Have at least ten years' experience in the business of supply and distribution of furniture.
5. Provide a list of clients in which the company has supplied similar items in the last 5 years.
6. Bidders should state the delivery period applicable from the date of contract signing that should be realistic.

## 5.2 PARTICULARS/COMPLIANCE TABLES

### Minimum Technical Specifications for Fire Proof Cabinet

ITEM NO.	FEATURES	MINIMUM TECHNICAL REQUIREMENTS	BIDDER'S RESPONSE	Compliance (Yes or No)
1.	Internationally Recognized brand	Internationally recognized brand		
2.	Number of Drawers	4 drawers		
3.	Gross weight	Max: 510kg Min: 400kg		
4.	External Dimensions	IH: 1500-1610mm Width: 520-560mm Depth: 700-840mm		
5.	Internal drawer Dimensions	IH: 280-320mm IW: 388-430mm ID: 612-635mm		
6.	Fire Rating	Certified 120 minutes @ 1000°C minimum		
7.	Certification	Attach certification from Underwriters laboratory for fire and drop test.  Must meet UL72: Class 350-2 hour fire & impact certification and have label on inner body.		
8.	General Construction	Shall have a robust body designed  For greater strength and rigidity. It shall be fabricated using modern precision tooling and sheet metal using prime quality galvanized steel. The thickness of the steel shall be sufficient to provide both the structural strength requirements as well as to minimize absorption thereby conduction of heat. The cabinet shall have a separate inner & outer shells reinforced in vital places to form a rigid integral body.		

9.	Locking option	One dual key lock for each drawer & additional combination lock for top drawer.		
10.	Tongue & Groove Construction	Shall have special tongue- and groove construction employed to prevent passage of flames and hot gases to the interior of the drawer		
11.	Drawer Rails	Drawers to be suspended on heavy duty metal railings with metal bearing rollers, with each drawer with 80kg min. load bearing capacity.		
12.	All round protection for each drawer	Each drawer shall have an independent five-sided enclosure heavily insulated with a fire-resisting compound.		
13.	Emergency Locking Mechanism	Emergency latch to be provided on with a self-closing latch to enable user to shut drawers instantly during emergencies.		
14.	Drawer isolation Catch	A fool proof isolation catch shall be provided on the right hand side of each drawer to permit its independent use & locking		
15.	File hanging Frame	File hanging frame must be installed in the Drawer		
16.	Warranty	Bidder to provide minimum 2-year warranty on locking mechanism and on-site after sales services		



	Features	Minimum Technical Requirements	Bidders response	Compliance (Yes or No)
T1	Circular coffee table	D600xH450mm solid mahogany		
T2	Circular coffee table	D600xH450mm solid mahogany		
T3	Oval shape coffee table	L900xW600xH450mm solid mahogany		
T4	Rectangular C.H table	L900xW600xH450mm		
T5	Bar and Dining table	L1000xW900xH750mm		
T6	Square coffee table	L750xW750xH750mm		
T7	Straight Office Desks	L1800xW600xH750mm		
T8	L-shaped office desk	L1500xW1300xH750mm With integrated pedestral and curved return		
T9	PAs Desk/ Executive office desk	L600xW750xH750mm with side return table		
T11	Conference table/ Executive conference table	L3900xW4230xH750mm		
T12	Executive office desk	L2200xW1980xH750mm		
T14	Guard desk	L1550xw800xH750mm Modular tables assembled on site		
T15	Oval coffee table	L700xW400xH450mm solid mahogany		
T16	Witness table/ desk	L1800xW450xH750mm solid mahogany		
T17	Low level outdoor table	L1000xW700xH450mm Slatted solid mahogany		
T18	Low level outdoor table	L600xW600xH450mm Slatted solid mahogany		
T19	Dining table	L2000xW1000xH750mm solid mahogany		
T20	Buffet/salad table	L1800xW600xH750mm Top to bottom 250mm		

	Features	Minimum Technical Requirements	Bidders response	Compliance (Yes or No)
C1	Lounge chair with a low back	L660xW600xH750mm 5mm thick high grade semi aniline genuine leather on 60kg/m <sup>3</sup> high quality latex foam Cushion is removable		
C2	Lounge chair with high back	L680xW600xH900mm 5mm thick high grade semi aniline genuine leather on 60kg/m <sup>3</sup> high quality latex foam Cushion is removable		
C3	Bar stool	L480xW600xH1050mm Frame-solid Legs-solid		
C4	Office chair	L800Xw700XH1100mm Seat made of high quality moulded foam material covered by fabric Polyurethane arm-rests Back rest made of high quality mesh for ventilation		
C5	P.As and secretariat visitors Chair	L600xW600XH1000mm High quality latex foam material covered by fabric polyurethane padded chrome arm-rests		
C6	Executive low back MPs visitors Chair	L700xW700xH1000mm High quality latex foam material covered by fabric polyurethane padded chrome arm-rests		
C7	High back executive MPs chair	L700xW700xH1150mm 5star casters gas height adjustment and position Synchronized fitting mechanism Polyurethane on star base		

	Features	Minimum Technical Requirements	Bidders response	Compliance (Yes or No)
C8	3 Seater sofa	L2100xW700xH900mm Frame-solid mahogany Removable cushions Legs-solid mahogany Nail-on felt furniture pads		
C9	Chesterfield 2 seater sofa	L1530xW830xH700mm Decorative chrome tacks		
C10	Chesterfield 1 seater sofa	L1040xW830xH700mm 5mm thick high grade semi aniline genuine leather on 60kg/ m3 high quality latex foam Frame-solid mahogany Removable cushions Legs- solid mahogany		
C11	Committee witness and public Chair	L500xW500xH800mm Solid mahogany Fabric upholstered back and seat rest on high quality latex foam Solid mahogany, curved and tapering legs with nail-on felt furniture pads		
C13	Modular seating cut curve unit	L2900xW2000xH1000mm 5 mm thick high grade semi aniline genuine leather on 60kg/ m3 high quality latex foam		
C14	Modular seating L-shaped unit	L2900xW700xH1000mm 5 mm thick high grade semi aniline genuine leather on 60kg/ m3 high quality latex foam Frame-solid mahogany Removable cushions Solid mahogany base painted black		

	Features	Minimum Technical Requirements	Bidders response	Compliance (Yes or No)
C16	High back dining chair	L600xW600XH950mm Frame-solid mahogany Fabric upholstered high back with chrome tacks and seat rest on high quality latex foam		
C20	Conference chair	L700xW700xH150mm Seat made of high quality moulded foam material covered by fabric Polyurethane arm-rests Back rest made of high quality mesh for ventilation		
C22	Outdoor 3 seater sofa	L2400xW750xH1000mm Rattan/wicker, PE rattan, steel frame 180g polyester fabric Removable cushions		
C23	Outdoor 2 seater sofa	L1600xW750xH1000mm Rattan/wicker, PE rattan, steel frame 180g polyester fabric Removable cushions		
C24	Outdoor 1 seater sofa	L850xW750xH1000mm Rattan/wicker, PE rattan, steel frame 180g polyester fabric Removable cushions		

	Features	Minimum Technical Requirements	Bidders response	Compliance (Yes or No)
		<b><u>ACCESSORIES</u></b>		
CB1	Credenza	L1200xW550xH750mm Solid mahogany Well-polished water fall edges of dyed mahogany finish and be divided into four pull-out door parts 38x38x3mm RHS frame gold coated		

CB2	Five drawer metallic filing Cabinet	L470xW620xH1320mm 4 drawer metal filing cabinet for suspension filing system with powder coated paints, ash gray colour Anti-tilt mechanism Central locking of all drawers		
CB3	Low level credenza	L1000xW400xH1200mm Solid mahogany Adjustable shelf behind each door to accommodate all your belongings Quick and easy assembly with T-lock drawer system		
CB4	Low level cabinet	L1000xW400xH1200mm Solid mahogany Well-polished water fall edges of dyed mahogany finish and be divided into four pull-out door parts Hinged doors with chrome pull handles and malpa hinges		
CB5	Four drawer fire resistant safe	Fire resistant four drawer Lockable fire safe		
CB6	Massage console	L1500xW400xH1200mm Well polished water fall edges of dyed mahogany finish with two equal swing door compartments on either side with chrome handles Hinged doors with chrome pull Handles		

	Features	Minimum Technical Requirements	Bidders response	Compliance (Yes or No)
TVS	Credenza	L1000xW600xH1000mm Solid mahogany Fire resistant four drawer to be on heavy duty runners 38x38x3mm RHS frame gold coated		
WS1	Restaurant hosts stand	L1000Xw600xH1200mm Solid mahogany Well-polished water fall edges of dyed mahogany finish with lower part divided into four swing door parts		
CP1	Rectangular shaped planter	L1200xW500xH450mm Precast concrete in bush-hammered finish [medium aggregate]		
CP2	Circular shaped planter	D750xH450mm Painted fair-faced and painted concrete		
CP3	Hexagonal planter	L450xW750xH450mm Painted fair-faced and painted concrete		
EF1	Executive coat hanger	L450xW300xH1100mm Chrome plated solid mahogany 550mm long chrome scarf/tie hanger 300mm diameter solid mahogany base		
B1	Rest room single bed	L2000xW300xH1100mm Solid mahogany		
B2	Massage bed	Synthetic leather Leg is made of solid beach wood, massage fitter is foam and surface is covered with PU leather The height can be adjustable from 58cm to 78cm The top is thick and padded		
B3	Wall mount notice/pin-up Board	L1800xH1200mm High tear-resistance, bright colored polyester fabric in satin-finish Alloy aluminium frame		
B4	6x6 Bed with 2no.side night Tables	L1800xW1800mm Solid mahogany		

	Features	Minimum Technical Requirements	Bidders response	Compliance (Yes or No)
B5	Bench	L1500mm x W400mm x H1800mm Solid Mahogany or equivalent on RHS frame with galvanized m.s bolts		
B6	Bench	L3000mm x W400mm x H1800mm Solid Mahogany or equivalent on RHS frame with galvanized m.s bolts		
B7	Litter Bin	L250mm x W250mm x H315mm 10 Litre Aluminum wire mesh reinforced with solid metal base		
B8 PGH1	compartment Pigeon Holes	L900mm x W450mm x H1800mm lockable locker, Anti rust dampproof steel with 0.7mm thick epoxy powder coat L1200mm x W400mm x H1600mm (48 boxes) Solid Mahogany or equivalent		
B9	Vertical Venetian Window blinds	Average Height 2700mm Colour; egg-shell, Blackout & translucent fabrics/ light & heavy fabrics/ sunscreen and fire-retardant fabrics		
B10	Adjustable Computer tower holder	L250mm x W250mm x H315mm Plastic with braking lock wheels, colour; black		
B11	4-Tier Multi- purpose metallic shelves	L900mm x W300mm x H1800mm Steel plate on steel frame, Colour; grey		

*[Further Technical Specifications to be as per inserted Furniture Schedules or inserted in the tender documents by the Procuring Entity, as applicable]*

**SECTION VI - SCHEDULE OF REQUIREMENTS**

(see also the attached documents with detailed schedule of requirements)

**a. Delivery Schedule**

No.	Description	Quantity	Delivery schedule [shipment] in Weeks/ months from date of signing the contract.	Bidders detailed Response
1	Supply delivery and assembly of office furniture	Assorted	<ul style="list-style-type: none"> <li>☐ Supply on need basis for a period 6 months <b>from the date of contract execution</b></li> <li>☐ <b>Supply of goods shall be within six weeks from</b> Purchase Order.</li> <li>☐ Bidders will commit to replace defective items within the provided warranty period.</li> </ul>	<ul style="list-style-type: none"> <li>☐</li> <li>☐</li> <li>☐</li> </ul>

NB:

1. **Note:** The Estimated Quantities are only indicative for purpose of providing bidders with expected volume of business and in determining the lowest evaluated bidder who will then be provided with a framework agreement for a period of time at the indicated net unit prices.
2. The tender award may be made on a lot by lot basis, and bidders must respond to all the items in whichever lot bid for. Failure to quote for an item in any of the lots bid for will render the bidder NON Responsive



**SECTION VII- PRICE SCHEDULE FOR GOODS**  
 (see also attached documents with detailed price schedules for the items)

Name of tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity	Unit price	Total Price EXW per item (cols. 4x5)	Unit price of other incidental services payable

Signature of tenderer \_\_\_\_\_

**N/B:**

1. In case of discrepancy between unit price and total, the unit price shall prevail, the award will be based on the Grand Total.
2. All prices include insurance, freight, labour, transport and all the applicable taxes at for supply and delivery furniture systems.
3. Delivery shall be made to each building Level as stated above in furniture schedule.

**SECTION VIII - STANDARD FORMS**

1. *Form of Tender*
2. *Confidential Business Questionnaire Form*
3. *Tender Security Form*
4. *Contract Form*
5. *Performance Security Form*
6. *Bank Guarantee for Advance Payment Form*
7. *Manufacturers Authorization Form*
8. *Letter of Notification of Award*
9. *Form RB.1*
10. *Warranty Declaration Form*
11. *Form of Invitation for Tenders*
12. *Letter of Acceptance*
13. *Non-Debarment Form*
14. *Anti-Corruption commitment/pledge*

8.1 FORM OF TENDER

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To:

The Director General  
Procuring Entity  
P.O Box 41842-00100  
Nairobi-Kenya

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[insert numbers]*. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission ( ..... *(insert equipment description)* in conformity with the said tender documents for the sum of ..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by .....*( Procuring Entity)*.
4. We agree to abide by this Tender for a period of ..... *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

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

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

*Part 1 - General:*

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

	Part 2 (a) - Sole Proprietor																																								
	Your name in full ..... Age ..... Nationality ..... Country of origin ..... <ul style="list-style-type: none"> <li>• Citizenship details              .....              .....</li> <li>•</li> </ul>																																								
	Part 2 (b) Partnership																																								
	Given details of partners as follows:																																								
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td></td> <td>.....</td> <td></td> <td></td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares				1.	.....	.....	.....		.....			2.	.....	.....	.....		.....			3.	.....	.....	.....		.....			4.	.....	.....	.....		.....		
	Name	Nationality	Citizenship Details																																						
Shares																																									
1.	.....	.....	.....																																						
	.....																																								
2.	.....	.....	.....																																						
	.....																																								
3.	.....	.....	.....																																						
	.....																																								
4.	.....	.....	.....																																						
	.....																																								

Part 2 (c) – Registered Company			
	Private or Public		
	.....		
	State the nominal and issued capital of company-		
	Nominal Kshs. ....		
	Issued Kshs. ....		
	Given details of all directors as follows		
	Name	Nationality	Citizenship Details
Shares			
1.	.....	.....	.....
2.	.....	.....	.....
3.	.....	.....	.....
4.	.....	.....	.....
5	.....	.....	.....
	Date .....		
	Signature of Candidate		
	.....		

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

### 8.3 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 Procuring Entity] (hereinafter called "the Procuring Entity") in the sum of  
..... for which payment well and truly to be made to the said  
Procuring Entity, the Bank binds itself, its successors, and assigns by these presents.  
Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_  
\_\_\_\_\_ 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring Entity during the period of tender validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

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

This 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)

## 8.4 CONTRACT FORM

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

WHEREAS the Procuring Entity invited tenders for certain 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 Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the Procuring Entity's Notification of Award

3. In consideration of the payments to be made by the Procuring Entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring Entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring Entity hereby covenants to pay the tenderer in consideration of the 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 Procuring Entity

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer in the presence of \_\_\_\_\_  
(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To .....

The Director General  
Procuring Entity  
P.O Box 41842-00100  
Nairobi-Kenya

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*]



**8.6 MANUFACTURER'S AUTHORIZATION FORM**

To  
The Director General  
Procuring Entity  
P.O Box 41842-00100  
Nairobi-Kenya

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.

**8.7 LETTER OF NOTIFICATION OF AWARD**

The Director General  
Procuring Entity  
P.O Box 41842-00100  
Nairobi-Kenya

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

**TENDER: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF OFFICE FURNITURE FOR THE MULTI-STOREY OFFICE BLOCK**

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

\_\_\_\_\_  
\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

8.8 FORM RB 1

REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... APPLICANT

AND

.....RESPONDENT *Procuring Entity*

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

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED ..... (Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary

## 8.9 WARRANTY DECLARATION FORM

### BIDDER'S WARRANTY DECLARATION FORM

I/WE CERTIFY THAT ALL PRODUCTS SUPPLIED HAVE A MANUFACTURER'S WRITTEN WARRANTY FOR AT LEAST ONE (1) YEAR FROM THE DATE OF DELIVERY AND ASSEMBLY DURING WHICH SHOULD THEY HAVE ANY DEFORMATION OR DETERIORATION, I/WE SHALL UNDERTAKE TO REPLACE ALL DEFECTS FREE OF CHARGE UPON PROVISION OF NOTICE TO US, WHETHER WRITTEN OR OTHERWISE.

*Tenderer's Signature* \_\_\_\_\_

## 8.10. FORM OF INVITATION FOR TENDERS

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

To: \_\_\_\_\_ [name of Contractor]  
\_\_\_\_\_ [address]  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs:

Reference: \_\_\_\_\_ [Contract Name]

You have been prequalified to tender for the above project.

We hereby invite you and other prequalified tenderers to submit a tender for the execution and completion of the above Contract.

A complete set of tender documents may be purchased by you from \_\_\_\_\_

\_\_\_\_\_ [mailing address, cable/telex/facsimile numbers].

Upon payment of a non-refundable fee of Kshs

\_\_\_\_\_

All tenders must be accompanied by \_\_\_\_\_ number of copies of the same and a security in the form and amount specified in the tendering documents, and must be delivered to

\_\_\_\_\_

\_\_\_\_\_ [address and location]

at or before \_\_\_\_\_ (time and date). Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend.

Please confirm receipt of this letter immediately in writing by cable/facsimile or telex.

Yours faithfully,

\_\_\_\_\_ Authorized Signature  
\_\_\_\_\_ Name and Title

8.11 LETTER OF ACCEPTANCE [letterhead paper of the Employer]

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

To: \_\_\_\_\_  
[name of the Contractor]

\_\_\_\_\_  
[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated  
\_\_\_\_\_ for the execution of

\_\_\_\_\_ *[name of the Contract and identification number, as given in the Tender documents]* for the  
Contract Price of Kshs. \_\_\_\_\_ *[amount in figures]*  
[Kenya Shillings \_\_\_\_\_ *(amount in words)* ] in  
accordance with the Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in  
accordance with the Contract documents.

Authorized Signature  
.....

Name and Title of Signatory  
.....

Attachment: Agreement

8.12 NON-DEBARMENT STATEMENT FORM

I/We/Messrs..... of  
.....Street/avenue, .....Building, P. O. Box.....Code ....., of ..... (Town),  
..... (Nationality), Phone: ..... E-mail ..... declare that I/We  
/Messrs. ....are not debarred from participating in  
public procurement by the Public Procurement Oversight Authority pursuant to section 115  
of the Public Procurement and Disposal Act, 2005.

Dated this .....day of ..... 20.....

Authorized Signature.....Official Stamp  
.....

Name and Title of  
Signatory.....

8.13 ANTI-CORRUPTION DECLARATION COMITMENT/ PLEDGE

*(Sections 62, 65 and 66 of the PPAD Act, 2015)*

I/We/Messrs.....

Of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

Declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We.....

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No .....  
for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory.....



