

PARLIAMENT OF KENYA
PARLIAMENTARY SERVICE COMMISSION

TENDER DOCUMENT

TENDER NO. PSC/013/2017-2018

FOR

**PROVISION OF AMBULANCE SERVICES FOR STAFF OF
THE PARLIAMENTARY SERVICE COMMISSION**

TENDER CLOSING DATE:

**WEDNESDAY, 1ST NOVEMBER, 2017
AT 11.00 AM**

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SECTION I - INVITATION TO TENDER

Date: 17th October, 2017

To:

RE: TENDER NO. PSC/013/2017-2018 FOR PROVISION OF AMBULANCE SERVICES FOR STAFF OF THE PARLIAMENTARY SERVICE COMMISSION

The Parliamentary Service Commission (PSC) invites eligible bidders to tender for the Provision of Staff Ambulance Services for its staff.

Eligible Tenderers may obtain further information and inspect/download the Tender Document free of charge from the National Treasury Integrated Financial Management Information System (IFMIS) supplier portal <https://supplier.treasury.go.ke> and /or the Commission Website, www.parliament.go.ke.

Duly completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number, name and as prescribed and be deposited in the tender box provided at the Reception on **2nd Floor, Protection House, at the junction of Parliament Road and Haile Selassie Avenue, Nairobi** or be addressed to:-

**The Clerk of the Senate/Secretary,
Parliamentary Service Commission,
P. O. Box 41842-00100
NAIROBI**

so as to be received on or before **Wednesday, 1st November, 2017 at 11.00am.**

Tenders must be accompanied by a tender Security of **Kshs. 50,000.00** in form of a bank guarantee from a reputable bank or guarantee from an insurance company approved by the Public Procurement Regulatory Authority (PPRA) payable to Parliamentary Service Commission.

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

Late bids will not be accepted.

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

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The Parliamentary Service Commission employees including Members of Parliament and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Parliamentary Service Commission to provide the listed goods and services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

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

2.3 Contents of tender documents

- 2.3.1. The tender document comprises the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders
- i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements

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

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

2.4 Clarification of Documents

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

2.4.2. The Parliamentary Service Commission shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of Documents

2.5.1. At any time prior to the deadline for submission of tenders, the Parliamentary Service Commission, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

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

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

2.6 Language of Tender

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

2.7 Documents Comprising the Tender

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

- a) A Tender Form and a Price Schedule completed accordingly. Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- b) Tender security as prescribed
- c) Mandatory Confidential Business Questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

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

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

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

2.12.2 The tender security shall be in the amount of Kshs. 50,000.00 and as prescribed in the instructions to tenderers.

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

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

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

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Parliamentary Service Commission as non-responsive, pursuant to paragraph 2.20.

2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Parliamentary Service Commission.

2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 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 30
 - or**
 - (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by the Parliamentary Service Commission, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Parliamentary Service Commission as nonresponsive.

2.13.2 In exceptional circumstances, the Parliamentary Service Commission may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tenders.

2.14.1 The original Technical and Financial Proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as

necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

- 2.14.2 For each proposal, the bidders shall prepare the original and copy of the document as specified. Each Technical Proposal and Financial Proposal shall be marked **"ORIGINAL TECHNICAL BID or ORIGINAL FINANCIAL BID"** as appropriate.
- 2.14.3 The tenderer shall prepare an original and a copy 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.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as 'ORIGINAL TENDER' and 'COPY OF TENDER'. The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelope shall:
- (a) be addressed to the Parliamentary Service Commission at the address given in the Invitation to Tender.
 - (b) bear tender number and name in the invitation to tender and the words, ' DO NOT OPEN BEFORE the date and time of closing indicated in the Appendix of Instructions To Tenderers.
- 2.15.3 The outer envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.15.4 If the outer envelope is not sealed and marked as required in 2.15.2, Parliamentary Service Commission will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Parliamentary Service Commission at the address specified under paragraph 2.15.2 no later than **Wednesday, 1st November, 2017**.
- 2.16.2 The Parliamentary Service Commission may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the Parliamentary Service Commission and candidates

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

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

2.17 Modification and Withdrawal of Tenders

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

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

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

2.18 Opening of Tenders

2.18.1 The Parliamentary Service Commission will open all tenders in the presence of tenderers' representatives who choose to attend, at **11.00am on Wednesday, 1st November, 2017** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and

such other details as the Parliamentary Service Commission, at its discretion, may consider appropriate, will be announced at the opening.

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

2.19 Clarification of Tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Parliamentary Service Commission may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Parliamentary Service Commission in the Parliamentary Service Commission's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Parliamentary Service Commission will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Parliamentary Service Commission may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Parliamentary Service Commission will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms

to all the terms and conditions of the tender documents without material deviations. The Parliamentary Service Commission's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Parliamentary Service Commission and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a Single Currency

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

2.22 Evaluation and Comparison of Tenders.

2.22.1 The Parliamentary Service Commission will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

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

2.22.3 The Parliamentary Service Commission's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

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

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

(a) Operational Plan.

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

(b) **Deviation in Payment Schedule.**

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

2.22.5 The Tender Evaluation Committee shall evaluate the tender within 30 days from the date of opening the tender.

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

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

2.23. Contacting the Parliamentary Service Commission

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the Parliamentary Service Commission on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Parliamentary Service Commission in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post Qualification

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

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information

as the Parliamentary Service Commission deems necessary and appropriate.

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

b) Award Criteria

2.24.4 Subject to paragraph 2.29 the Parliamentary Service Commission will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.5 The Parliamentary Service Commission reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Parliamentary Service Commission's action. If the Parliamentary Service Commission determines that none of the tenderers is responsive; the Parliamentary Service Commission shall notify each tenderer who submitted a tender.

2.24.6 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 Procuring Entity's Right to accept or Reject any or all Tenders

2.25.1 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. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.25.2 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.

2.25.3 A tenderer who gives false information in the tender document about his 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.

2.26 Notification of Award

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

2.26.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the Parliamentary Service Commission pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.26.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Parliamentary Service Commission will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.27 Signing of Contract

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

2.27.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Parliamentary Service Commission.

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

2.28 Performance Security

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

2.28.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which

event the Parliamentary Service Commission may make the award to the next lowest evaluated or call for new tenders.

2.29 Corrupt or Fraudulent Practices

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

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

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

Deleted:

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Approved Registered Medical Service providers
2.2.2	Price to be charged for tender documents. None
2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents of evidence required. <ul style="list-style-type: none"> • Submission of all the documentation and requirements as outlined in the <u>Schedule of Requirements</u> on page 26 and as per the submission format prescribed. • Compliance to the evaluation criteria as specified on page 28 of this document
2.12.2	Tender Security of Kshs. 50,000.00 from a reputable bank or insurance company approved by Public Procurement Regulatory Authority (PPRA) valid for 120 days from the date of tender closing in form a Bank guarantee in the attached prescribed format.
2.16.3	Bulky tenders which will not fit in the tender box shall be delivered and received at the Procurement Unit.
2.24	Particulars of post – qualification if applicable. N/A
2.27	Particulars of performance security if applicable. None
2.9.3	Prices quoted may have to be negotiated to be agreeable by the parties
Clarification	For any clarification on this tender, please write to: <p style="text-align: center;">The Clerk of Senate/Secretary, Parliamentary Service Commission P. O. Box 41842 00100 NAIROBI</p> At least seven (7) days before the tender closing date

SECTION III - GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) "The contract" means the agreement entered into between the Parliamentary Service Commission and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Parliamentary Service Commission under the Contract.
- d) "The Parliamentary Service Commission" means the organization sourcing for the services under this Contract.
- e) "The contractor" means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

3.2 Application

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

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.4 Patent Right's

The tenderer shall indemnify the Parliamentary Service Commission against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.5 Performance Security

- 3.5.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Parliamentary Service Commission the performance security where applicable in the amount specified in Special Conditions of Contract.

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

3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Parliamentary Service Commission and shall be in the form of:

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

3.5.4 The performance security will be discharged by the Parliamentary Service Commission and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

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

3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Parliamentary Service Commission.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Parliamentary Service Commission may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Parliamentary Service Commission.

3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

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

3.8 Prices

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

3.9 Assignment

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

3.10 Termination for Default

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

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Parliamentary Service Commission.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Parliamentary Service Commission has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.11 Termination of Insolvency

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

3.12 Termination for Convenience

3.12.1 The Parliamentary Service Commission by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Parliamentary Service Commission convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination the Parliamentary Service Commission may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.13 Resolution of Disputes

3.13.1 The Parliamentary Service Commission's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

3.13.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.14 Governing Language

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

3.15 Force Majeure

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

3.16 Applicable Law.

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

3.17 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

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

SECTION V – SCHEDULE OF REQUIREMENTS

TERMS OF REFERENCE FOR AMBULANCE SERVICE PROVIDERS

INTRODUCTION

The Parliamentary Service Commission (PSC) recognizes a healthy workforce as an asset towards the achievement of its goals. The main objective of the medical Insurance scheme is to provide adequate and cost effective health care to the Members of Parliament. This is in line with the Employment Act 2007 which states that “an employer shall ensure the provision of sufficient and proper medicine for his employees during illness and if possible medical attendance during serious illness”.

For this reason, PSC intends to contract the services of ambulance service providers.

OBJECTIVE OF THE COVER

The primary objective of the cover is to provide prompt emergency road and air rescue for critically ill staff of the Parliamentary Service Commission and their immediate dependents.

SCOPE

The provider is expected to provide prompt ambulance services for staff and their immediate dependents that may be critically ill. It should be a service that is easily available and accessible for staff in all counties in Kenya as and when required.

SPECIFIC SERVICES

The prospective service providers are expected to provide the following services **ground evacuation** and **air evacuation**.

REQUIREMENTS

At a minimum, the ambulance service provider should fulfil the following requirements:

1. Demonstrable capability to provide advanced life support services;

2. The Paramedics must be trained and experienced in Advanced Critical Life Support as well as Basic Critical Life support (ACLS/BCLS)
3. Adequate numbers of staff and with right qualifications.
4. Proven track record in providing ambulance/first aid services clients comparable to the PSC;
5. Existing partnerships with the county governments and major hospital providers in most Counties;
6. Indicate the response time after a panic
7. Availability of twenty-four hour services.
8. Provide indicative rate (cost) of evacuation within Nairobi and its environs as well as in major towns

PAYMENT

The payment shall be made monthly after successful delivery of services or as agreed during negotiations.

SECTION VII - STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender** -The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Tender security form-** -The tender declaration form must similarly be completed as prescribed and enclosed in the Technical submission envelope. It must also be duly signed by duly authorized representatives of the tenderer.
3. **Mandatory Confidential Business Questionnaire Form** - This form must be completed as prescribed by the tenderer and submitted with the tender documents and enclosed in the technical submission envelope.
4. **Contract Form** -The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
5. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the Parliamentary Service Commission.
6. **Attachments**
 - Appendix A: Sample letter of offer

1. FORM OF TENDER

Date _____
Tender No. _____

To.....

.....
[Name and address of Parliamentary Service Commission]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. _____ *[insert numbers]*, the of which is hereby duly acknowledged, we the undersigned, offer to provide *medical services* in conformity with the said tender documents.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements and details of service.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Parliamentary Service Commission).
4. We agree to abide by this Tender for a period of *[.....number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20
[signature] *[In the capacity of]*

Duly authorized to sign tender for and on behalf of _____

3. TENDER SECURITY FORM

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

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

THE CONDITIONS of this obligation are:-

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

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

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

(Authorized Signatories and official stamp of the Bank)

MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

Name of Applicant (S)

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

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

Part 1 – General

Business Name:.....Certificate of Incorporation / Registration No.Location of business premises:

CountryPhysical address

TownBuilding.....

Floor.....Plot No.

Street / RoadPostal Address

Postal / Country Code.....Telephone No's.....

Fax No's.E-mail address

Website

Contact Person (Full Names)Direct / Mobile No's.....

Title Power of Attorney (Yes / No)

If **Yes**, attach written document.

Nature of Business (Indicate whether manufacturer, distributor, etc)

(Applicable to Local suppliers only)

Local Authority Trading License No. Expiry Date

Value Added Tax No.....

Value of the largest single assignment you have undertaken to date (**US\$/Kshs.**)

Was this successfully undertaken? **Yes / No**.(If **Yes**, attach reference)

Name (s) of your banker s).....

Branches Tel No's.

Part 2 (a) – Sole Proprietor

Full names

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

Company Profile

Part 2 (b) – Partnerships

Give details of partners as follows:

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
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1.

2.

3.

4.

Company Profile(.....)

Part 2 (c) – Registered Company

Private or public

Company Profile(Attach brochures or annual reports in case of public companies)

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

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

Give details of all directors as follows:-

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
-------------------	--------------------	----------------------------	---------------

1.

2.

3.

4.

Part 2 (d) – Debarment

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

Full Names

Signature.....

Dated thisday of2015.

In the capacity of

Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Criminal Offence

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

- a)
- b)
- c)

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

Signed

For and on behalf of

In the capacity of

Dated this day of2016

Suppliers' / Company's Official Rubber Stamp.....

Part 2 (f) – Conflict of Interest

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

- a)
- b)
- c)
- d)

For and on behalf of M/s

In the capacity of

Dated this day of2016

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (g) – Interest in the Firm:

Is there any person/persons in the PSC or any other public institution who has interest in the Firm? Yes/No (Delete as necessary) Institution

.....

.....
(Title) (Signature) (Date)

Part 2(h) - Experience

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

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

Part 2(i) - Declaration

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

Full names.....
Signature.....
For and on behalf of M/s

In the capacity of

Dated this day of2016.

Suppliers' / Company's Official Rubber Stamp
.....

4. CONTRACT FORM

THIS AGREEMENT made the ___day of ____20___between.....[name of procurement entity] of[country of Procurement entity](hereinafter called "the Parliamentary Service Commission") of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS the Parliamentary Service Commission invited tenders for certain materials and spares. Viz..... [Brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Tender Form and the Price Schedule submitted by the tenderer;
 - (b) The Schedule of Requirements;
 - (c) Description of the services to be performed
 - (d) The Technical Specifications;
 - (e) The General Conditions of Contract;
 - (f) The Special Conditions of Contract; and
 - (g) The Parliamentary Service Commission's Notification of award.
3. In consideration of the payments to be made by the Parliamentary Service Commission to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Parliamentary Service Commission to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Parliamentary Service Commission hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Privatization Commission)

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

5. PERFORMANCE SECURITY FORM

To:
[Parliamentary Service Commission]

WHEREAS.....[name of tenderer]
(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract
No. _____ [reference number of the contract] dated
_____ 20____ to
supply.....

[Description services](Hereinafter called "the contract")
AND WHEREAS it has been stipulated by you in the said Contract that the
tenderer shall furnish you with a bank guarantee by a reputable bank for the
sum specified therein as security for compliance with the Tenderer's
performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on
behalf of the tenderer, up to a total of
.....

[amount of the guarantee in words and figures],
and we undertake to pay you, upon your first written demand declaring the
tenderer to be in default under the Contract and without cavil or argument, any
sum or sums within the limits of
[amount of guarantee] as aforesaid, without your needing to prove or to show
grounds or reasons for your demand or the sum specified therein.
This guarantee is valid until the ____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]
(Amend accordingly if provided by Insurance Company)

APPENDIX A: SAMPLE LETTER OF NOTIFICATION OF AWARD

M/S
P. O. Box
Nairobi

Dear Sir/Madam,

RE: PROVISION OF AMBULANCE SERVICES FOR STAFF OF THE PARLIAMENTARY SERVICE COMMISSION FOR STAFF (TENDER NO. PSC/013/2017-2018)

Your Bid dated for provision of Medical Services to Parliamentary Service Commission is hereby accepted.

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

The duration of this contract will be for five years from the date of commencement which may be renewed for a further five years subject to satisfactory performance and the payment will be as per the Contract.

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

Yours faithfully,

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