



**MINISTRY OF AGRICULTURE, LIVESTOCK, FISHERIES AND IRRIGATION
STATE DEPARTMENT FOR CROPS DEVELOPMENT**

**KENYA CEREAL ENHANCEMENT PROGRAMME – CLIMATE RESILIENT
AGRICULTURAL LIVELIHOODS WINDOW (KCEP-CRAL)
P.O. BOX 30028 - 00100, KILIMO HOUSE,
CATHEDRAL ROAD, NAIROBI**

TENDER FOR SUPPLY & DELIVERY OF OFFICE FURNITURE.

MOALF/SDCD/KCEP-CRAL/PROC/016/2018-2019

CLOSING DATE: 23rd August, 2018 2.00pm

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SECTION I: INVITATION TO TENDER.
DATE: 23rd August 2018 2.00pm
TENDER REF NO: MOALF/SDCD/KCEP-CRAL/PROC/016/2018-2019
TENDER NAME: SUPPLY & DELIVERY OF OFFICE FURNITURE.

- 1.1** Kenya Cereal Enhancement Programme – Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) invites sealed bids from eligible and competent candidates for **Supply and delivery of office furniture** as per the specifications/brochures provided.
- 1.2** Interested eligible bidders may inspect the bidding document at the office of KCEP-CRAL , Kilimo House, 4th floor, before the tender closing date within working hours **from 8.30 am to 4.30 pm on Mondays to Fridays**, except on public holidays.
- 1.3** A complete set of tender documents may be obtained from KCEP-CRAL Office located on Waiyaki Way Narl-Kalro offices upon payment of a non-refundable fee of **KES. 1,000** (through a banker’s cheque only) or direct deposit to Equity Bank: (code: 68); Account NO: 1510263657085; Mayfair branch (code 151); SWIFT CODE: EQBLKENA.
- 1.4** The document may also be downloaded FREE OF CHARGE from the Ministry’s website: www.kilimo.go.ke under “tender” links and or www.kcepccral.go.ke
- 1.5** Bidders who download the document from the above website(s) are required to submit their particulars (name & address of the firm, contact person & their mobile number) to the KCEP CRAL official procurement email address: (**tenders.kcepccralprogramme@gmail.com**), using their official email addresses. All bidders are also advised to regularly visit the above Ministry’s website, to obtain any additional information/addendum on the tender that may be issued before the closing date.
- 1.6** Duly completed tender document **one original** and **one copy** should be enclosed in a plain sealed envelope **clearly marked with the tender reference number and title “Supply and Delivery of Office Furniture for KCEP-CRAL Programme** and be deposited in the MOALF’s tender box situated on the ground floor, at the reception, Kilimo house or be addressed and mailed to:

**The Principal Secretary,
State Department of Crops Development
P.O. Box 30028-00100,
Kilimo House, cathedral road, Nairobi
so as to be received on or before **23rd August 2018 at 2.00pm****

Tenders will be opened a at 2.30pm. in the presence of the candidates’ Representatives who choose to attend at boardroom on 7th floor, Kilimo House

- 1.7** Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **120 days from the closing date of the tender.**
- 1.8** Tenders must be accompanied by security in the format specified in the attached form of tender Security, in a bank's letterhead, and amount indicated. The tender must be delivered in plain sealed envelope clearly marked 'TENDER FOR SUPPLY& Delivery of Office Furniture FOR KCEP-CRAL PROGRAMME
- 1.9** All Tenders must be accompanied by a Tender security of **Ksh 40,000** in form of a Bank guarantee, Banker's cheque, Guarantee(s) from Deposit taking Micro finance institutions, Youth or Women Development Enterprises, Saccos or Insurance Companies approved by PPOA , **valid for at least 30 days after the tender validity period (i.e. 150 days).**
- 1.7** Tenders will be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend, at the Ministry's board room.

SENIOR PROGRAMME COORDINATOR
FOR: PRINCIPAL SECRETARY

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.1,000/=

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

2.4. **Contents of 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 2.1.2 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 2.2.1 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 Tenders performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 2.10.4 The validity period of the tender shall be 120 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 No tender securities shall be required from small and micro enterprises or enterprises owned by disadvantage groups participating in this tender.
- 2.14.3 Notwithstanding paragraph (2.14.3) target groups shall be required to complete and sign the Tender Securing Declaration Form set out in the Second Schedule.
- 2.14.4 Any bidder from the target group who fails to adhere to the terms of the Tender Securing Declaration Form shall be liable to debarment pursuant to section 115 of the Act.
- 2.14.5 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
- 2.14.6 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.
- 2.14.7 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
- 2.14.8 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.9 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
- 2.14.10 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 2.29
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.30

2.15 **Validity of Tenders**

2.15.1 Tenders shall remain valid for 120 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.

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 there-to 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 unamended 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:

The Principal Secretary, Ministry of Agriculture and Irrigation PO Box 30028-00100, Kilimo house, cathedral road, Nairobi.

- (b) Bear the tender title and number in the Invitation for Tenders and the words, “**DO NOT OPEN BEFORE 23rd August 2018 AT 2.00pm**”

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 **23rd August 2018 AT 2.00pm**

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 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 or debarment pursuant to paragraph 2.14.5

2.19.5 The procuring entity may at any time terminate procurement proceedings before notification of 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 **23rd August 2018 AT 2.30pm 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 quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 The 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 affect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.22 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 rate 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 normally evaluate the tender within 15 days 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's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderer's 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. The quantity variation should not exceed fifteen per cent of the original contract quantity

(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 notification of 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 2.30, 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 anything 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 TENDERS
2.1.1	The invitation is open to any competent and qualified bidder
2.12.2	<p><u>Evaluation and Comparison of Tenders:</u> The tenders will be evaluated in three stages as follows: A) Stage One: Preliminary Evaluation (Mandatory Requirements.)</p> <ul style="list-style-type: none"> • Certificate of incorporation/Registration. • PIN Certificate • Valid tax compliance certificate. (2018) • Trade license/single business permit. • Tender Security of KES. 40,000, Completely filled business questionnaire. • Tender Securing Declaration form • Duly filled and signed form of tender with a validity of 150 days • CR 12 Form • Price and delivery schedules in the format provided. • A sworn statement/declaration that: <ol style="list-style-type: none"> a) . The firm has not been debarred from participating in any public procurement by PPRA. b). No person related to the firm has any spouse or children working at KCEP-CRAL c). The firm has not been engaged in any unethical, corrupt, collusive or fraudulent activities in public procurement matters. d). The firm has not been declared bankrupt/insolvent/under receivership. <p>N/B: ALL THE ABOVE MUST BE MET TO QUALIFY FOR THE 2ND STAGE</p>

	<p><u>B) Stage Two: Technical Evaluation:</u></p> <p>Candidates that will pass the Technical Evaluation (i.e. those that offered items in a lot which are compliant with the desired technical or other specifications, which include submission, analysis and acceptance of relevant Brochures / literature) will have their prices evaluated.</p> <p><u>C) Stage Three: Price Evaluation:</u></p> <ul style="list-style-type: none"> • The bidder with the lowest total evaluated financial bid will be recommended for the award of the contract for all the items. • Minimum of 30 days credit period is required after delivery, inspection and acceptance of the items. • In case of discrepancy between unit price and total, the unit price shall prevail. • If there is a tie on the lowest quoted price for any item in a lot, fairness and equity shall be considered for award. • Unrealistic low or high prices shall be rejected, depending on the prevailing market price of the item tendered. • The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity. <p>Determination of evaluated price for each bid will be based on the following:</p> <ul style="list-style-type: none"> • The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity. • Conversion of all tender to same currency using uniform exchange rate prevailing at the closing date of tender • Application of any discount offered on the tender.
<p>2.14.1</p>	<p>All Tenders must be accompanied by a Tender security of KES. 40,000, in the form of a Bank guarantee, Bankers cheque or insurance guarantee, valid for at least 30 days after the tender validity period (i.e. 120 days). <u>AGPO certificate holders shall be required to submit the tender securing declaration form</u></p>

2.18.1	Tenders must be submitted on or before 23rd August 2018 AT 2.00pm
2.20.1	All tenders shall be opened in the presence of tenderer's representatives, who choose to attend at 23rd August 2018 AT 2.30pm
2.30.1	The successful bidder shall be required to provide and submit a performance security equivalent to 10% of the contract amount before signing of the contract.

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 alternations necessary to make specification requirements free of charge 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 10% 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 its 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

The following Special Conditions of Contract shall supplement the General Conditions of contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

1. Standards

GCC 3.4 No tender document will be accepted after the official closing time as specified on the advertisement and tender documents.

2. Use of contract documents and information

GCC 3.5.3 Tenderers should note that no substitution, alteration, change of format or modification to the standard tender documents is allowed. Tenderers are only allowed to add any other relevant additional to the documents. Any tender who doesn't adhere to this condition will automatically be disqualified.

1. Performance Security

GCC 3.7.1 The performance security shall be in the amount of 10 per cent of the contract sum

3. Inspection and Tests

GCC 3.8.1 KCEP-CRAL will carry out a thorough inspection of the items delivered against the provided specifications and literature/brochures evaluated and awarded.

4. Packing

GCC 3.9.1 The goods must be packed in order to prevent their damage or deterioration during transit to the final destination – KCEP-CRAL Stores, Kilimo house.

5. Delivery and Documents

GCC 3.10.1 (i) The deliveries must be made within the stipulated delivery period specified in the Schedule of Requirements. Delivery must conform to the delivery schedule specified in the Schedule of Requirements. Failure to deliver within the stipulated period will cause the order to be cancelled.

(iii) (ii) The Supplier shall provide following documents to the procuring entity at the time of delivery:

- Delivery Note accompanied by duplicate copy of Local Purchase Order (LPO).
- Inspection certificate issued by the nominated inspection agency or the suppliers' factory inspection report if applicable.
- Suppliers invoice showing Goods description, quantity, unit price and total amount.

6. Insurance

GCC 3.11.1 The supplier will cover All Risks for any consignment expenses of the goods until they are accepted by KCEP-CRAL.

7. Payment

GCC 3.12.1 (i) Payment shall be made to the Supplier in full within thirty (30) days for the satisfactory and accepted delivery with the quantity as provided in the order.

(ii) The payment shall be made to the supplier and No any third parties/Agents shall be paid on behalf of the supplier.

8. Prices

GCC 3.13.1 (i) Prices must remain firm and fixed until the successful completion of delivery;

(ii)

(iii) Prices quoted must be inclusive of all government taxes and delivery charges to KCEP-CRAL Stores.

(iv)

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.

PARTICULARS

- ***Items descriptions and schedule of requirements for the furniture items are in section (V) below.***
- ***See the price schedule in section (VI) below.***

SECTION (V): SCHEDULE OF REQUIREMENTS.

#	ITEM DESCRIPTION	UNIT	QTY
1.	Fire Proof Cabinets,4 drawers (coded on the brochure as (KCEP-CRAL 001)	Pc	10
2.	Board Room Chairs static, leather (coded on the brochure as KCEP-CRAL 002)	Pc	35
3.	Executive Office Chairs -Orthopedic (coded on the brochure as KCEP-CRAL 003)	Pc	3
4.	Visitors Bench (coded on the brochure as (KCEP-CRAL 004)	Pc	1
5.	Coat Hangers, wooden and/or metallic (coded on the brochure as KCEP-CRAL 005)	Pc	3
6.	Reception Tables/desk, wooden, metallic or glass (coded on the brochure as (KCEP-CRAL 006)	Pc	1
7.	Document Trays (in and Out) Provide brochure	Pc	10
8.	Office chairs, leather, high back Orthopedic (coded on the brochure as KCEP-CRAL 008)	Pc	8

NOTE: Delivery shall be made within sixty days after the order and the delivery to be done as per samples provided below:

<p>1. Fire Proof Safe (KCEP-CRAL 001)</p>  <p>DSF 680-4DK DSF 680-3DK DSF 680-2DK</p>	<p>2. Board Room Chairs (KCEP-CRAL 002)</p> 
---	---

3. Executive Office Chairs -Orthopedic (KCEP-CRAL 003)



4. Visitors Bench (KCEP-CRAL 004)



5. Coat Hangers, wooden and/or metallic (KCEP-CRAL 005)



6. Reception Tables/desk, wooden, metallic or glass (KCEP-CRAL 006)



7. Office chairs, leather, high back Orthopedic (KCEP-CRAL 008)



SECTION (VI): PRICE SCHEDULE.

s/ NO	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1.	Fire Proof Cabinets,4 drawers (coded on the brochure as (KCEP-CRAL 001)	Pc	10		
2.	Board Room Chairs static, leather (coded on the brochure as KCEP-CRAL 002)	Pc	35		
3.	Executive Office Chairs -Orthopedic (coded on the brochure as KCEP-CRAL 003)	Pc	3		
4.	Visitors Bench (coded on the brochure as (KCEP-CRAL 004)	Pc	1		
5.	Coat Hangers, wooden and/or metallic (coded on the brochure as KCEP-CRAL 005)	Pc	3		
6.	Reception Tables/desk, wooden, metallic or glass (coded on the brochure as (KCEP-CRAL 006)	Pc	1		
7.	Document Trays (in and Out) Provide brochure	Pc	10		
8.	Office chairs, leather, high back Orthopedic (coded on the brochure as KCEP-CRAL 008)	Pc	8		
	SUB-TOTAL				
	VAT 16%				
	TOTAL PRICE				

IMPORTANT NOTES:

- **All items MUST be quoted for, failure to which the bidder shall be disqualified.**
- **All items in MUST be quoted accurately in both unit and total price.**
- **Evaluation and award will be based on the total lowest cost of technically compliant items.**
- **Prices quoted must be inclusive of delivery costs, all applicable taxes/levies.**
- **Comprehensive/detailed/accurate specifications/brochures/literature for all the items to be offered must be provided, to avoid disqualification.**

Signature of tenderer _____

SECTION VII - STANDARD FORMS

8.1 FORM OF TENDER

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

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 (..... *(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 the furniture 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 advised that it is a serious offence to give false information on this form will lead to automatic disqualification/termination of your business proposal at your cost.

Part 1 -General

Business Name

.....

Location of Business Premises

.....

Plot No ... Street/Road..... Postal address..... Tel No.

.....

Fax Email.....

Nature of Business (Attach Company Profile)

.....

Registration Certificate No. (Attach Copy)

.....

Tax Compliance No (Attach Copy)

.....

Maximum value of business which you can handle at any one time –

Ksh.....

Name of your bankers.....

Branch.....

Bank Account Number.....

Payment Terms.....

Part 2 (a) – Sole Proprietor

Your name in full.....Age.....

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

Citizenship details.....

If a Kenyan Citizen, indicate under Citizenship Details whether by Birth, Naturalization or Registration

Part 2 (b) – Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
1.....			
2.....			
3.....			
4.....			
.....			

If a Kenyan Citizen, indicate under Citizenship Details whether by Birth, Naturalization or Registration

Part 2 (c) – Registered Company

Private or Public

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

State the nominal and issued capital of company

Nominal Kshs. Issued Kshs.

Give details of all directors as follows

Name	Nationality	Citizenship details	Shares
1.			
2.			
3.			
4.			

Part 3- List of corporate client customers and their addresses, telephone numbers and contact person.

1. Company.....Tel/ Mobile.....

Contact Person.....Designation.....

2. Company.....Tel/Mobile.....

Contact Person.....Designation.....

3. Company.....Tel/Mobile.....

Contact Person.....Designation.....

4. Company.....Tel/Mobile.....

Contact Person.....Designation.....

Part 4-(a) 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 KCEP-CRAL and any other public or private institutions.

Full Names.....

Signature.....

Dated thisday of2017

In the capacity of.....

Duly authorized to sign Tender for and on behalf of

.....

Part 4-(b) Bankruptcy / Insolvency / receivership.

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Names.....

Signature.....

Dated thisday of2017

Duly authorized to sign Tender for and on behalf of

.....

Part 4-(c) -Criminal Offence

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

- a).....
- b).....
- c).....

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

Signed.....

For and on behalf of M/s.....

In the capacity of
.....

Dated thisday of2017.

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

Part 4-(d) 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 thisday of2017

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

Part 4-(e) – Interest in the Firm:

Is there any person/persons in KCEP-CRAL or any other public institution who has interest in the Firm?

Yes/No (Delete as necessary)

Institution

(Title) (Signature) (Date)

.....

.....

PART 5(I) – EXPERIENCE: NOTE: THIS SECTION IS MANDATORY ONLY IF IT FORMS PART OF TECHNICAL EVALUATION. IT’S ALSO NOT NECESSARY FOR ALREADY PRE-QUALIFIED OR DIRECT PROCUREMENT FIRMS. AGPO FIRMS ARE HOWEVER EXCLUDED ENTIRELY FROM FILLING IT.

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or materials / Services in the last 5 years

	COMPANY NAME	COUNTRY	CONTRACT ORDER NO	VALUE	CONTRACT PERSON (FULL NAMES)	EMAIL	CELL PHONE NO
1							
2							
3							

Part 6(i or j) – Bank account details:

AGPO firms must provide evidence from their bank that the account to which KCEP-CRAL shall make payment has a youth or a woman or a PWD listed in the CR12 form/partnership deed/sole proprietor certificate as a MANDATORY signatory of that account,- Sec.157 (11) of PPADA:

Account No.....

Name of the person(s) in the CR12 form OR in the partnership deed OR in the sole proprietor

Certificate...../.....

ID No(s):...../.....Signature and stamp of the authorized Banker

Part 7--Declaration

I/We the undersigned state that the above information is correct and that I/We give KCEP-CRAL to seek any other references concerning my/our company from whatever sources deemed e.g. company registrar's office, banks etc.

Full names

.....

Signature.....

For and on behalf of M/s

.....

In the capacity of

.....

Date..... Signature of Candidate.....

8.3 TENDER QUESTIONNAIRE

Please fill in block letters

1. Full names of tenderer:

.....
.....

2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)

.....
.....

3. Telephone/mobile numbers of tenderer:

.....
.....

4. **Official and functioning email addresses of tenderer:**

.....
.....

5. Name of tenderers representative to be contacted on matters of the tender during the tender period.

.....
.....

6. Details of tenderers nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone and fax)

.....
.....

Signature and stamp/seal of tenderer

8.4 TENDER SECURITY FORM

Whereas [*name of the tenderer*]
(hereinafter called “the tenderer”) has submitted its tender dated [*date of submission of tender*] for the supply, installation and commissioning of [*name and/or description of the equipment*]
(hereinafter called “the Tender”) KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called “the Bank”), are bound unto [*name of 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)

8.5 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] (herein after 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
 - (g) Any subsequent variation on terms/conditions of the tender/contract.
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)

8.6 TENDER SECURING DECLARATION FORM

[The Bidder shall complete in this Form in accordance with the instructions indicated]

Date: of Bid Submission] Tender No. of bidding process]

To: [insert complete name of Purchaser]

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid- Securing Declaration.

2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [three years] starting on [the date the tender was submitted, if we are in breach of our obligation(s) under the bid conditions, because we –

(a) Have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or

(b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,

(i) Fail or refuse to execute the Contract, if required, or

(ii) Fail or refuse to furnish the Performance Security, in accordance with the ITT.

3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

(i) our receipt of a copy of your notification of the name of the successful Bidder; or

(i) Twenty-eight days after the expiration of our Tender.

4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: [insert signature of person whose name and capacity are shown] in the Capacity of [insert legal capacity of person signing the Bid Securing Declaration]

Name: [insert complete name of person signing the Bid Securing Declaration]

.....

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on day of, [Insert date of signing]

8.7 PERFORMANCE SECURITY FORM

To: [Name KCEP-CRAL]

WHEREAS..... [Name of tenderer]
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract

No..... [Reference number of the contract]

Dated.....day of 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}

