



INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION

TENDER DOCUMENT

TENDER NO : IEBC/OT/FC/21/01/2020-2021

SUPPLY AND DELIVERY OF MICRO-SD CARDS - FRAMEWORK CONTRACT OF 3 YEARS.

CLOSING DATE: WEDNESDAY, 27th JANUARY, 2021

AT 11.00 AM EAST AFRICAN TIME

The Independent Electoral and Boundaries Commission (IEBC)

Anniversary Building,

Off University Way,

P.O. Box 45371-00100

Nairobi

Website: www.iebc.or.ke

Contents

SECTION I – INVITATION TO TENDER.....5

SECTION II - INSTRUCTIONS TO TENDERERS6

- 2.1 Eligible tenderers6
- 2.2 Eligible Goods6
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.6
- 2.3 Cost of tendering6
- 2.5 Clarification of Documents.....7
- 2.6 Amendment of documents.....8
- 2.7 Language of tender8
- 2.8 Documents Comprising the Tender8
- 2.9 Form of Tender8
- 2.10 Tender Prices.....9
- 2.11 Tender Currencies9
- 2.12 Tenderers Eligibility and Qualifications.9
- 2.14 Tender Security.....10
- 2.15 Validity of Tenders.....11
- 2.16 Format and Signing of Tender12
- 2.17 Sealing and Marking of Tenders.....12
- 2.18 Deadline for Submission of Tenders12
- 2.19 Modification and withdrawal of tenders13
- 2.20 Opening of Tenders13
- 2.21 Clarification of tenders14
- 2.22 Preliminary Examination14
- 2.23 Conversion to a single currency14
- 2.24 Evaluation and comparison of tenders.....15
- 2.25 Preference15
- 2.26 Contacting the procuring entity15
- 2.27 Award of Contract15
- 2.28 Notification of award16
- 2.29 Signing of Contract.....16

2.30	Performance Security	16
2.31	Corrupt or Fraudulent Practices	17
SECTION III - GENERAL CONDITIONS OF CONTRACT		19
3.1	Definitions	19
3.2	Application	19
3.3	Country of Origin	19
3.4	Standards	19
3.5	Use of Contract Documents and Information	19
3.6	Patent Rights	20
3.7	Performance Security.....	20
3.8	Inspection and Tests	20
3.9	Packing.....	21
3.10	Delivery and Documents	21
3.11	Insurance.....	21
3.12	Payment	21
3.13	Prices	22
3.14	Assignment	22
3.15	Subcontracts.....	22
3.16	Termination for default	22
3.17	Liquidated Damages.....	23
3.18	Resolution of Disputes	23
3.19	Language and Law	23
3.20	Force Majeure	23
SECTION IV - SPECIAL CONDITIONS OF CONTRACT		24
4.1	Special conditions of contract	24
4.2	Special conditions of contract with reference to the general conditions of contract....	24
SECTION V - TECHNICAL SPECIFICATIONS.....		25
5.1	General.....	25
5.2	TECHNICAL SPECIFICATIONS.....	25
SECTION VI - SCHEDULE OF REQUIREMENTS.....		26
SECTION VII - EVALUATION CRITERIA.....		27
7.1	Evaluation and Comparison of Tenders	27

Preliminary Evaluation.....	27
c) Technical Evaluation Stage.....	30
e) Due Diligence.....	30
SECTION VIII – PRICE SCHEDULE FOR SUPPLY AND DELIVERY OF MICRO-SD CARDS.....	31
SECTION IX - STANDARD FORMS	32
9.1 FORM OF TENDER.....	33
9.2 CONTRACT FORM.....	34
9.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM	35
9.4 TENDER SECURITY FORM.....	39
9.5 PERFORMANCE SECURITY FORM.....	40
9.6 BANK GUARANTEE FOR ADVANCE PAYMENT	41
9.8 FORM RB 1.....	43
9.9 ANTI-CORRUPTION DECLARATION FORM.....	44
9.10 INTEGRITY DECLARATION FORM.....	45

SECTION I – INVITATION TO TENDER

21st January, 2021

TENDER NO: IEBC/OT/FC/21/01/2020-2021

SUPPLY AND DELIVERY OF MICRO-SD CARDS –FRAMEWORK CONTRACT FOR 3 YEARS.

- 1.1 The Independent Electoral and Boundaries Commission (IEBC) invites bids from tenderers for supply and delivery of Micro-SD Cards –for a period of three years under framework contract arrangements (as and when required basis).
- 1.2 Interested Eligible candidates may obtain further information from and inspect the tender document at the IEBC Procurement Anniversary Towers Fifth Floor Room No. 525 during normal working hours, Monday to Friday, 8.00a.m. - 1:00 p.m. and 2.00p.m. - 4.30p.m.
- 1.3 A complete set of tender documents may be obtained by interested candidates by downloading free of charge from IEBC Website at www.iebc.or.ke or www.tenders.go.ke. Tenderers who download the tender documents through the website are advised to registers at the Supply Chain Offices or email their contacts through info@iebc.or.ke before the closing date; to allow records and communication for any tender clarifications and addenda.
- 1.4 Tenders must be accompanied by a Tender Security equivalent to Ksh 50,000 valid for 120 days from date of opening the tender in the form of either: - Cash, a BANK Guarantee from a reputable bank, a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the PPRA or a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya. All payable to the Independent Electoral and Boundaries Commission.
- 1.5 Completed tender documents should be enclosed in plain sealed envelopes, marked with tender reference number and addressed to:
The Ag. Chief Executive Officer/Commission Secretary
Independent Electoral and Boundaries Commission (IEBC)
Anniversary Towers, University Way, Fifth Floor P O Box
45371-00100 Nairobi.
Website: www.iebc.or.ke
and be deposited in the Tender Box at the Fifth Floor reception, Anniversary Towers, so as to be received on or before Wednesday, 27TH January, 2021 11:00 am East African Time
- 1.6 Prices quoted should be net inclusive of all taxes and delivery, in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.7 Tenders will be opened immediately thereafter. The tenderers' representatives may access the tender opening proceedings through electronic means via a link that will be provided to bidders hence tenderers' are encouraged to register with the procuring entity once they download the tender document and provide their email address so as to share the link with them.

Ag. Commission Secretary/CEO

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all eligible tenderers as described in the instructions to tenderers. Successful tenderers shall complete the supply of goods on as and when required basis as per the invitation to tender in the tender document.
- 2.1.2. The Commission employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 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 services 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 There is no fee on obtaining tender document from the Commission website or Public Procurement Information Portal.
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4 Contents of tender documents

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

- (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 candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity 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 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 who have received the tender documents"

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 issuing an addendum.
- 2.6.2. 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.
- 2.6.3. 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 exchanged 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 the Tender

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

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

2.9 Form of Tender

- 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 The total price quoted by the tenderers shall remain to be the absolute and final price.
- 2.10.4 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, pursuant to paragraph 2.22.
- 2.10.5 The validity period of the tender shall be 120 days from the date of opening of the tender.
- 2.10.6 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.10.7 Price variation requests shall be processed by the Commission within 30 days of receiving the request.

2.11 Tender Currencies

- 2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.12 Tenderers Eligibility and Qualifications.

- 2.12.1 Pursuant to Clause 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 Commission'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 Commission'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 whether in brochures, catalogues, drawings or otherwise,
- (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 three (3) years, following commencement of the use of the goods by the Commission; and
- (c) a clause-by-clause commentary on the Commission'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© above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

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

- 2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect the Commission against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Commission and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Commission as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Commission.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the Commission on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27 or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after 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 nonresponsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

- 2.16.1 The tenderer shall prepare two copies of the tender, clearly / marking each “**ORIGINAL TENDER**” and “**COPY OF TENDER,**” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 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. 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
 - (b) Bear, tender number and name in the invitation to tender and the words: “**DO NOT OPEN BEFORE Wednesday, 27TH January, 2021 11:00 am East African Time.**”
- 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, **Wednesday, 27TH January, 2021 11:00 am East African Time**
- 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 thereafter be subject to the deadline as extended.

2.18.3 Bulky tenders which will not fit in the tender box shall be received by the procuring unit office as provided for in the appendix.

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 tender's is received by the procuring entity prior to the deadline prescribed for the 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, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7.

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

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

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Wednesday, 27TH January, 2021 11:00 am East African Time** and in the location specified in the invitation to tender. The tenderers' representatives may access the opening exercise through electronic means through a link that will be provided to bidders.

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 shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence the procuring entity in the Commission tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

2.22 Preliminary Examination

- 2.22.1 The Procuring entity 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.
- 2.22.2 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 2.24 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 Commission determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to a single currency

- 2.23.1 Where other currencies are used, the procuring entity 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.

2.24 Evaluation and comparison of tenders.

- 2.24.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

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

2.26 Contacting the procuring entity

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact the procuring entity on any matter relating 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 tenderers 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 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 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

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

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

c) Procuring entity's Right to Vary quantities

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

d) Procuring entity's Right to Accept or Reject Any or All Tenders

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

2.28 Notification of award

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

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

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

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

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

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

2.30 Performance Security

2.30.1 Within Thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Commission the performance security where applicable in the

amount specified in Special Conditions of Contract, 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 Commission, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Commission of the benefits of free and open competition;

2.31.2 The 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	Particulars of appendix to instructions to Tenderers
2.1.1	This Invitation to tender is open to all eligible tenderers
2.3.2	The Bid Document is obtained free of charge at www.iebc.or.ke or www.tenders.go.ke
2.11	Prices shall be quoted in Kenya Shillings.
2.12	Particulars of eligibility and qualifications documents of evidence required.
2.14.1	Tender Security will be equivalent to Ksh 50,000 valid for 120 days from date of opening the tender and shall be in any of the following forms only; a) Cash b) A Bank guarantee (From a reputable Bank of Insurance Company)/or c) Such insurance Company guarantee as may be approved by PPRA; d) A guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya.
2.16.1	The bidders must submit one (1) ORIGINAL TENDER ” and one (1) COPY of the Tender
2.18.1	2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than, Wednesday, 27TH January, 2021 11:00 am East African Time.
2.18.3	Bulky tenders which will not fit in the tender box shall be received at the Procurement Office 5 th Floor ,Anniversary Towers Room 525
2.22.2	Subject to section 79(2)(b) of the Act, any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive.

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 any country that meets the Set Standards as per the Specifications and Schedule of Requirements.

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 Commission against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the 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 Commission shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including

access to drawings and production data, shall be furnished to the inspectors at no charge to the procuring entity.

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

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

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

3.9 Packing

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

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

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

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

3.12.2 Payments shall be made promptly by the procuring entity as specified in the contract

3.13 Prices

- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 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 Commission
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract
 - (c) if the tenderer, in the judgment of the Commission has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event the 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 Commission for any excess costs for such similar goods.

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

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

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

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract

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
3.1	The Procuring entity is: Independent Electoral and Boundaries Commission (IEBC) Independent Electoral and Boundaries Commission (IEBC) , Anniversary Towers, University Way, Fifth Floor; P O Box 45371-00100; Email: procurement@iebc.or.ke; Website: www.iebc.or.ke
3.7.1	performance security (Not Applicable)
3.12.1	Payment shall be made after successful completion of the assignment and within 30 days after submitting all required documentation to support payment. The documentation includes, Invoice, Delivery notes and a copy of LPO.
3.18	In case of a dispute between the service provider and the procuring entity the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred for arbitration as per provisions of the Arbitration Act of 1995 before a single arbitrator to be agreed on by the parties and in failure of such an agreement by the Chairperson for the time being of the chartered institute of Arbitrators Kenya branch and any award given shall be final

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 Commission 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.

5.2 TECHNICAL SPECIFICATIONS

The technical specifications of the **MICRO-SD CARDS** as follows: -

S/N	Part Description	Specs Desired
1	Memory Type	Micro SDXC
2	Capacity	32GB
3	Hardware Interface	MicroSDHC
4	Speed performance rating	Class 10
5	Compatibility	Compatible with microSDHC and microSDXC supporting host devices
6	Sequential Read Performance	Up to 98MB/s
7	Dimensions (L x W x H)	1.02mm x 14.99mm x 10.92mm

SECTION VI - SCHEDULE OF REQUIREMENTS

6.1 Required Items

The Commission intends to engage a reputable firm(s) to supply and deliver **MICRO-SD CARDS** as specified in Section V – Technical Specifications. The supply shall be for three years' framework contract arrangements (as and when required basis).

No.	Description of Goods	Quantity	Delivery schedule in Weeks or Months from day of Order Placement.
1	MICRO-SD CARDS	6624	

Note: The tenderers are requested to report on delivery period of their deliveries upon order placement.

SECTION VII - EVALUATION CRITERIA

7.1 Evaluation and Comparison of Tenders

Preliminary Evaluation

Tenderers are advised that at this stage, the tenderer's submission will either be Responsive or Non-Responsive. The Non-Responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

a) Preliminary Evaluation (Eligibility mandatory requirements)

No.	Subject	Criteria	Mandatory Requirements	Pass or Fail.
1.	Legal	Capacity to enter into Contract.	Must submit a Copy of Certificate of incorporation/Registration	
2.	Ownership	Capacity to enter into Contract.	Must submit a copy of CR12 for limited company and for Sole proprietor & Partnership companies to provide copies of directors I.D).	
3.	Tax Compliance	Proof of the bidder has fulfilled tax obligations.	Must submit a Copy of a valid tax compliance certificate (Verification will be done through TCC Checker)	
4.	Tender Security	To cushion against procurement proceedings risks.	Must submit Tender security equivalent to Kshs. 100,000 for each lot quoted valid for 120 days from the date of tender closing in form of either the following: - (a) cash; (b) a bank guarantee; (c) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or	

			(d) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya.	
5.	Price validity	The form of tender to be duly filled and signed to confirm prices are valid for 120 days from the tender closing date.	Must submit a Duly filled, signed and stamped form of tender	
6.	Business Procurement History	a) Proof that the Commission is not precluded from entering into contract with bidder.	Must submit a Duly filled, signed and stamped Anti-Corruption Declaration Form	
		b) Proof that the bidder or their sub-contractors are not debarred from participating in the procurement proceedings’.	Must submit a Duly filled, signed and stamped Anti-Corruption Declaration Form	
7.	Business liquidity	Proof that the business is a going concern.	Certified Audited accounts for 2017,2018,2019	
8.	Ethical and legal history	Proof that the bidder has not been convicted of corruption or fraudulent practices	Must submit a Duly filled, signed and stamped Anti-Corruption Declaration Form.	

NB: At this stage, the tenderer’s submission will either be Compliant or non-Compliant. The non-compliant submission in any of the above Preliminary mandatory requirements will be eliminated and will not be considered for further evaluation.

b) Preliminary Evaluation (Administrative / formal mandatory Requirements).

No.	Subject	Criteria	Mandatory Requirements	Pass or Fail.
1.	Tender format	Tender document to be downloaded and filled in the format provided.	Must submit an original bid document and a copy of bid document in the format provided	
2.	Pagination/serialization	To ensure pagination and serialization	Tender document MUST be sequentially Paginated /serialized on each page including all the attachments	
3.	initialization	To ensure document initialization	Every page must be initialed by an authorized person.	
4.	Confidential Business Questionnaire	To be dully filled up.	Must submit a Dully filled, signed and stamped Confidential Business Questionnaire	
5.	Price validity	Price schedule to be dully filled & signed. Price quoted shall remain to be the absolute and final price.	Must submit a Dully Filled, signed and stamped the Price Schedule in the format provided.	

NB: At this stage, the tenderer's submission will either be Compliant or non-Compliant. The non-compliant submission in any of the above Preliminary mandatory requirements will be eliminated and will not be considered for further evaluation.

c) Technical Evaluation Stage.

No.	Item	Requirements	Compliant/Not Compliant
1.	Financial Capacity	Evidence of access to credit line to a minimum of Ksh. 20,000,000: Provide a Reference/Opinion Letter from a reputable financial Institution.	
2.	Past performance	1. Evidence of supplies of similar items: provide copies of orders (LPO's) from at least four (4) institutions.	
		2. Provide Three (3) references as evidence of commitment to delivery turnaround of Seven (7) days for ICT accessories.	
3.	References letters	Provide three (3) reference /or recommendation letters from clients for supply and delivery of ICT computer accessories.	
4.	After Service	1. Bidder must provide a commitment letter for supply of genuine products or items.	
		2. Provide Commitment to warranty on all parts supplied.	

NB: At this stage, the tenderer's submission will either be Compliant or Non-Compliant. Bidder's must be 100% compliance to the technical evaluation indicated above. The non-compliant submission in any of the above technical evaluation requirements will be eliminated and will not be considered for further evaluation.

d) Financial Evaluation Stage

2.24.3	Award Criteria	The lowest evaluated financial proposals will be ranked; a maximum of Seven (7) successful tenderers will be recommended for the award of contract.
--------	----------------	---

e) Due Diligence

The Commission may conduct due diligence to the successful tenderer before contract signing.

SECTION VIII – PRICE SCHEDULE FOR SUPPLY AND DELIVERY OF MICRO-SD CARDS.

Item No.	Item Description	Unit of Issue	Quantity	Unit Price	Total Price	Brand	Manufacturer & Country of Origin
1.	MICRO-SD CARDS	No.	6624				
	16% VAT						
	Grand Total						

NOTE. The total price quoted above shall remain to be the absolute and final price.

Tenderer's name (Company) _____

Signature & Rubber stamp _____

Date _____

SECTION IX - STANDARD FORMS

Notes on the sample 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. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
3. **Tender Security Form** - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
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 tenderers 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 procuring entity.
6. **Bank Guarantee for Advance Payment Form** - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. **Manufacturers Authorization Form** - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

9.1 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 of which is hereby duly acknowledged, wed, the undersigned, offer to provide. [Description of services] 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 provide the services in accordance with the services schedule specified in the Schedule of Requirements.
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 (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. 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.

Dated this _____ day of _____ 20

[signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of _____

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) The Commission Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares 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 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 Procuring entity)

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

9.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applies to your type of business; and Part3. *You are advised that it is a serious offence to give false information on this form.*

	Part 1 –General
1.1	Business Name.....
1.2	Location of Business Premises.....
1.3	Plot No.....Street/Road
	Postal Address..... Tel No. Fax Email.....
1.4	Nature of Business
1.5	Registration Certificate No.....
1.6	Maximum Value of Business which you can handle at any one time – Kshs.....
1.7	Name of your Bankers..... Branch.....
	Part 2 (a) – Sole Proprietor

2a.1	Your Name in Full.....Age.....
2a.2	Nationality Country of Origin
	<input type="checkbox"/> Citizenship Details

Part 2 (b)Partnership				
2b.1	Given details of Partners as follows:			
2b.2	Name	Nationality	Citizenship Details	Shares
	1			
	2			
	3			
	4			
Part 2 (c) – Registered Company				
2c.1	Private or Public			
2c.2	State the Nominal and Issued Capital of Company-			
	Nominal Kshs.			
	Issued Kshs.			
2c.3	Given details of all Directors as follows			

	Name	Nationality	Citizenship Details	Shares
1				
2				
3				
4				
5				

Part 3 – Eligibility Status	
3.1	Are you related to an Employee, Committee Member or Board Member of IEBC? Yes / No
3.2	If answer in '3.1' is YES give the relationship.
3.3	Does an Employee, Committee Member, and Board Member of IEBC sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes / No
3.4	If answer in '3.3' above is YES give details.

	<p>.....</p> <p>.....</p> <p>.....</p>
3.5	Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by IEBC to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes No
3.6	If answer in '3.5' above is YES give details.
	<p>.....</p> <p>.....</p> <p>.....</p>
3.7	Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES/No
3.8	Have you offered or given anything of value to influence the procurement process? Yes No
3.9	If answer in '3.8' above is YES give details
	<p>.....</p> <p>.....</p>
	I DECLARE that the information given on this form is correct to the best of my knowledge and belief.
	Date Signature of Candidate.....

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

9.4 TENDER SECURITY FORM

Whereas [Name of the tenderer]

(Hereinafter called “the tenderer”) has submitted its tender dated.....[date of submission of tender] for the provision of

[Name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity](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 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)

9.5 PERFORMANCE SECURITY FORM

To:

[Name of the Procuring entity]

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]

9.6 BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount

of.....

[amount of guarantee in figures and words].

We, the

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

9.7 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE:

Tender

No.....

Tender Name

.....

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

9.8 FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address:

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

- 1.
- 2

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

- 1
- 2

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary

9.9 ANTI-CORRUPTION DECLARATION FORM

(Sections 62 of the PPDA, 2015)

I/We/Messrs.....

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

Contact/Phone/E mail.....

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

I/We.....

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

Tender/Tender No

For or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name of Signatory.....

Title of Signatory.....

Official Stamp.....

9.10 INTEGRITY DECLARATION FORM

(Sections 62 of the PP&AD Act, 2015)

I/We/Messrs.....

Of..... Street/avenue, Building, P. O. BoxCode, of..... (Town),

(Nationality), Phone..... E-mail declare that Public Procurement is based

on a free and fair competitive tendering process which should not be open to abuse.

I/We..... Declare that

I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public

officer, their relations or business associates, in connection with,

Tender Name

Tender No..... For/or in the subsequent performance

of the contract if I/We am/are successful.

Dated this..... Day of.....20.....

Authorized Signature.....

Official Stamp.....

Name and Title of Signatory.....