



INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION

TENDER DOCUMENT

TENDER NO: IEBC/OT/FC/20/07/2020-2021

**TENDER FOR PROVISION OF AIRTICKETING SERVICES UNDER
FRAMEWORK CONTRACTING FOR A PERIOD OF THREE YEARS**

CLOSING DATE: 6TH JANUARY, 2021

**The Independent Electoral and Boundaries Commission (IEBC)
Anniversary Building,
Off University Way
P.O. Box 45371-00100
Nairobi
Website: www.iebc.or.ke**

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SECTION I – INVITATION TO TENDER

DATE: 24TH DECEMBER, 2020

TENDER NO: IEBC/OT/FC/20/07/2020-2021 PROVISION OF AIR TICKETING SERVICES UNDER FRAMEWORK CONTRACTING FOR A PERIOD OF THREE YEARS

- 1.1 Independent Electoral and Boundaries Commission invites sealed bids from eligible tenderers (youth, women and PWD'S) registered with IATA& KATA for provision of air ticketing services through framework contract for a period of three years 2021 - 2023.
- 1.2 Interested candidates may download the tender document from *the IEBC website:* 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.
- 1.3 Prices quoted for the above tender shall be net inclusive of all taxes, delivery costs and must be expressed in Kenya Shillings and shall remain valid for one hundred and twenty **(120) days** from the closing date of the tender. Tenders must be fill tender securing declaration form.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes, clearly marked with the tender number and name and deposited in the Tender Box situated on **5th Floor, Anniversary Towers, Off University Way, Nairobi** or be addressed and posted to:

**Ag. Commission Secretary/CEO Independent Electoral & Boundaries Commission
P.O Box 45371-00100, Nairobi, Kenya; to be received on or before Wednesday, 6th January, 2021 at 11.00 am East African Time**
- 1.5 Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend at the **Commission Headquarters, Anniversary Towers** or as may be advised by the client.

Ag. Commission Secretary/CEO

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation to tender reserved to YOUTH, WOMEN AND PWD's registered with IATA & KATA. The tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents
- 2.1.2 The IEBC 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 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 IEBC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Commission, willing no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 There shall be no fees charged for the tender document; the document is accessed through the website only.
- 2.2.3 The Commission shall allow the Tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these Instructions to Tenderers
 - (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Details of Service
 - (vi) Form of Tender
 - (vii) Price Schedules
 - (viii) Contract Form
 - (ix) Confidential Business Questionnaire Form
 - (x) Tender Security Form
 - (xi) Performance Security Form

- (xii) Principal's or Manufacturers Authorization Form
- (xiii) Declaration Form

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

2.4 Clarification of Documents

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

Tenderers who have received the tender documents”.

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

2.5 Amendment of Documents

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

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

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

2.6 Language of Tender

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

2.7 Documents Comprising of Tender

2.7.1 The tender prepared by the Tenderers shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

2.8.1.1 The Tenderers shall complete the Form of Tender and the Appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

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

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

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

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

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

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications

2.11.1 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.

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

2.12 Tender Security

2.12.1 There shall be no tender security

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the Invitation to tender after date of tender opening prescribed by the Commission, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Commission as non-responsive.

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

2.14 Format and Signing of Tender

2.14.1 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.

2.14.2 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.

2.14.3 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.

2.15 Sealing and Marking of Tenders

2.15.1 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. The inner and outer envelopes shall:

- (a) Be addressed to the Commission at the address given in the invitation to tender

- (b) Bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE Wednesday, 6th January, 2021 at 11.00am.**

2.15.2 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”.

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Commission will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Commission at the address specified under paragraph 1.4 no later than **Wednesday, 6th January, 2021 at 11.00am.**

2.16.2 The Commission may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the Commission and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be delivered to the procurement unit.

2.17 Modification and Withdrawal of Tenders

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

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

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

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

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

2.18 Opening of Tenders

- 2.18.1 The Commission will open all tenders in the presence of Tenderers' Representatives who choose to attend, on **Wednesday, 6th January, 2021 at 11.00am.** and in the location specified in the invitation to tender. The Tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 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 Commission at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The Commission will prepare minutes of the tender opening which will be submitted to the Tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Commission will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and Quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Commission may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.3, the Commission will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents

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

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

2.21 Conversion to a Single Currency

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

2.22 Evaluation and Comparison of Tenders.

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

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

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

- a) operational plan proposed in the tender;
- b) Deviations in payment schedule from that specified in the Special Conditions of Contract.

2.22.4 Pursuant to paragraph 2.2.3 the following evaluation methods will be applied:

(a) *Operational Plan*

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

(b) *Deviation in Payment Schedule*

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

- 2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
- 2.22.6 To qualify for contract awards, the Tenderer shall have the following: -
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up subject of legal proceedings relating to the foregoing
 - (d) Shall not be debarred from participating in public procurement.

2.23 Contacting the Commission

- 2.23.1 Subject to paragraph 2.19, no Tenderer shall contact the Commission on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a Tenderer to influence the Commission in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the Tenderers tender.

2.24 Award of Contract

(a) Post Qualification

- 2.24.1 In the absence of pre-qualification, the Commission will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the Tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Tenderers qualifications submitted by the Tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Commission deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Commission will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

- 2.24.4 Subject to paragraph 2.29 the Commission will award the contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.5 The Commission reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract

award, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Commission 's sanction. If the Commission determines that none of the Tenderers is responsive; the Commission shall notify each Tenderer who submitted a tender.

2.24.6 A Tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement

2.25 Notification of Award

2.25.1 Prior to the expiration of the period of tender validity, the Commission will notify the successful Tenderer in writing that its tender has been accepted.

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

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

2.26 Signing of Contract

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

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful Tenderer shall sign and date the contract and return it to the Commission .

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

2.27 Performance Security

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

2.27.2 Failure of the successful Tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Commission may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

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

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

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

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
1.2	Interested candidates may download the tender document from <i>the IEBC website</i> : www.iebc.or.ke or www.tenders.go.ke . Tenderers who download the tender documents through the website are advised to register 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.
2.1.1	This Invitation to tender RESERVED to YOUTH, WOMEN AND PWD's registered with IATA & KATA .The tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents
2.2.2	There shall be no fees charged for the tender document; the document is accessed through the website only.
2.9.2	Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
2.10.1	Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.
2.12.1	There shall be no tender security

2.13.1	Tenders shall remain valid for 120 days or as specified in the Invitation to tender after date of tender opening prescribed by the Commission , pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Commission as non-responsive.
2.14.1	The Tenderer shall prepare two copies of the tender, clearly Marking each “ORIGINAL TENDER” and “COPYOF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern
INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.16.1	Tenders must be received by the Commission at the address specified under paragraph 1.4 no later than Wednesday, 6 th January, 2021 at 11.00am. Place: Anniversary Towers Independent Electoral & Boundaries Commission P.O Box 45371-00100, Nairobi, Kenya
2.16.3	Bulky tenders which will not fit in the tender box shall be delivered to the procurement unit.
2.18.1	The Commission will open all tenders in the presence of Tenderers’ Representatives who choose to attend, on November, 2020 at 11.00am.. and in the location specified in the invitation to tender. The Tenderers’ representatives who are present shall sign a register evidencing their attendance.
2.27	Within thirty (30) days of the receipt of notification of award from the Commission , the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Commission . The performance security required will be 10% of the Contract Value.

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 Commission and the Tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The services” means services to be provided by the contractor including materials and incidentals, which the Tenderer is required to provide to the Commission under the Contract.
- (d) “The Commission ” means Independent Electoral and Boundaries Commission , the organization purchasing the Goods under this Contract.
- (e) “The contractor means the individual or firm providing the services under this Contract.
- (f) “GCC” means general conditions of contract contained in this section
- (g) “SCC” means the special conditions of contract
- (h) “Day” means calendar day

3.2 Application

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

3.3 Standards

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

3.4 Use of Contract Documents and Information

3.4.1 The Tenderer shall not, without the Commission ’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 Commission in connection therewith, to any person other than a person employed by the Tenderer in the performance of the Contract.

3.4.2 The Tenderer shall not, without the Commission ’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Commission and shall be returned (all copies) to the Commission on completion of the Tenderer's performance under the Contract if so required by the Commission .

3.5 Patent Rights

3.5.1 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 services under the contract or any part thereof.

3.6 Performance Security

3.6.1 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.

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

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

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

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

3.7 Inspection and Tests

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

3.7.2 The inspections and tests may be conducted on the premises of the Tenderer or its subcontractor(s). If conducted on the premises of the Tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to

drawings and production data, shall be furnished to the inspectors at no charge to the Commission .

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

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

3.8 Payment

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

3.9 Prices

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

3.10 Assignment

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

3.11 Termination for Default

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

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

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

3.12 Termination for Insolvency

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

3.13 Termination for Convenience

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

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

3.14 Resolution of Disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

3.16.1 The contractor 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.

3.17 Applicable Law

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

3.18 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

2.2 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.

2.3 Special Conditions of contract with reference to the General Conditions of Contract.

General Conditions of Contract Reference	Special Conditions of Contract
1.1	Invitation is for eligible tenderers (youth, women and PWD'S) registered with IATA& KATA for provision of air ticketing services through framework contract for a period of three years 2021 - 2023.
3.8	The Commission's payment terms are that payment shall be made within thirty (30) days from the date of provision of service.
3.9	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. All prices quoted by the Tenderer's must be inclusive of all taxes, discounts and delivery costs to Commission, Anniversary Towers, Kenya
3.14	Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably, shall be referred by either Party to arbitration in accordance with the Laws of Kenya then obtaining. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.
3.15	The language of all correspondence and documents related to the bid is: English . Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.
3.17	The applicable law is the Kenyan Law.
3.18	<p>The address of the Commission is:</p> <p style="text-align: center;">Independent Electoral & Boundaries Commission P.O Box 45371-00100, Nairobi, Kenya</p>

4.3 Other Special Conditions

4.3.3 **Commencement Date** - The commencement date for the contract with the successful bidder(s) shall be the date to be agreed upon during execution of the contract.

4.3.4 **Contract Period** - The Contract with the successful bidder(s) shall be for a period of Three (3) years with a mid-term review after Twelve months.

4.3.5 **Penalty for non-performance** - In the event the repairs or services provided by the service provider

fall below the agreed standards, the Commission will give the service provider a two weeks' notice giving details of the shortcomings that the service provider is expected to rectify. If the service provider fails to rectify the anomaly during the two weeks' notice period then the Commission will initiate the process of terminating the contract.

EVALUATION CRITERIA

The received tenders will be evaluated in four stages as detailed below:

Stage 1: Compliance with Mandatory Requirements;

Stage 2: The Technical Evaluation (Capacity to Deliver)

Stage 3: The Financial Evaluation (quoted prices)

Stage 4: Post Qualification

Stage 1: Mandatory Requirements (MR)

No	Requirements	√ Responsive	× Non-Responsive
MR 1	Copy of Certificate of Incorporation or Business Registration Certificate.		
MR 2	PIN Certificate;		
MR 3	VAT Registration Certificate		
MR 4	Valid Tax Compliance/ Exemption Certificate		
MR 5	Certificate of Registration in a target group issued by the National Treasury		
MR 6	Must submit Evidence of a certified and valid KATA & IATA Registration		
MR 7	Copy of certificate of registration with relevant regulatory bodies (for persons with disabilities registration with National Council for Persons with Disability		
MR 8	Duly filled Confidential Business Questionnaire in the form provided in this tender document		
MR 9	Must submit a Dully filled, signed and stamped Confidential Business Questionnaire		
MR 10	Must submit a Dully filled, signed and stamped Anti – Corruption Declaration Form		
MR 11	Must submit a Dully Filled, signed and stamped the Price Schedule in the format provided.		

Bidders will be required to meet all the mandatory requirements to qualify to proceed to the next stage of evaluation (Technical Evaluation on Capacity to deliver the Service).

Stage 2: Technical Evaluation on Capacity to Deliver the Service

Technical Evaluation on Capacity to Deliver the Service

No.	Evaluation Attributes	√ Responsive	✗ Non-Responsive
Experience/References	5 years of experience in Air Travel and Ticketing Industry		
	Provide list of at least 3 Major Clients where the firm has provided similar services evidence of LSO/Contract 2 Global coverage and 1 local coverage		
Financial Capacity	Provide copies of audited accounts for the company for the last two accounting years. 2018 and 2019		

Stage 3: Financial Evaluation

- i) Checking on the correctness of the price schedule.
- ii) Ranking bidders on various categories

Award Criteria

All the Bidders who meet the preliminary and Technical evaluation will be ranked and contracted for the services for a period of 3 years.

Framework Contract will be awarded to the Lowest Evaluated Bidders (maximum 10).

SECTION V – PRICE SCHEDULE FOR PROVISION OF AIRTICKETING SERVICES

NO	SERVICES REQUIRED	CLASS	Service charge in Ksh (incl. of all taxes)
LOT:1	Return Ticketing Services for domestic air travel (within Kenya)	Business	
	One way Air Ticketing Services for domestic air travel (within Kenya)		
	Return Ticketing Services for domestic air travel (within Kenya)	Economy	
	One way Air Ticketing Services for domestic air travel (within Kenya)		
LOT: 2	Return Ticketing Services for Regional air travel (Within Africa)	Business	
	One way Air Ticketing Services for Regional air travel (Within Africa)		
	Return Ticketing Services for Regional air travel (Within Africa)	Economy	
	One way Air Ticketing Services for Regional air travel (Within Africa)		
LOT: 3	Return Ticketing Services for Regional air travel (Within East Africa)	Business	
	One way Air Ticketing Services for Regional air travel (Within East Africa)		
	Return Ticketing Services for Regional air travel (Within East Africa)	Economy	
	One way Air Ticketing Services for Regional air travel (Within East Africa)		
LOT: 4	Return Ticketing Services International Air travel	Business	
	One way Air Ticketing Services International Air travel		
	Return Ticketing Services International Air travel	Economy	
	One way Air Ticketing Services International Air travel		

Note to Bidders:

1. Services will be rendered on need basis through issuance of a Purchase Order.
2. Payments shall be made at the end of every Month within 30 days upon receipt of Invoice(s)
3. The Invoiced amounts MUST be presented in separate columns indicating various charges among other charges.
4. Cost of the ticket as per the airline market rate at the time of issuing the tickets.

Bidder's Signature.....

Stamp.....

SECTION VIII- 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 Tenderer at the time of tender preparation. Only the successful Tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the 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.

8.1 FORM OF TENDER

Date _____

Tender No. _____

To: Independent Electoral & Boundaries Commission
P.O Box 45371-00100, Nairobi, Kenya Gentlemen
and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and Commission *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, 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

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 up on us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____day of _____ 20

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; 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 E mail.....
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 BankersBranch.....
	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																								
	<table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares	1.....	2.....	3.....	4.....	5.....
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	<p>If answer in '3.1' is YES give the relationship.</p> <p>.....</p> <p>.....</p> <p>.....</p>
3.3	<p>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</p>
3.4	<p>If answer in '3.3' above is YES give details.</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
3.5	<p>Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of it's 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</p>
3.6	<p>If answer in '3.5' above is YES give details.</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
3.7	<p>Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES ____ No</p>
3.8	<p>If answer in '3.7' above is YES give details:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

3.9	Have you offered or given anything of value to influence the procurement process? Yes No
3.10	If answer in '18' above is YES give details

	I DECLARE that the information given on this form is correct to the best of my knowledge and belief.
	Date Signature of Candidate
<input type="checkbox"/> If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.	

8.3 TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of insurance services (hereinafter called <the tender?

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] 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 procuring entity on the Form; or
2. If the tender, 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 tenders.

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 conditions, specifying the occurred condition(s)

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

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

THIS AGREEMENT made the _day of _20_ between..... [name of Commission] of[country of Commission](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 ASFOLLOWS:

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

8.5 PERFORMANCE SECURITY FORM

To IEBC

WHEREAS.....
.....[name of Tenderer] (Herein after 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]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENTFORM

To IEBC

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 there under 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]

[date]

8.7 LETTER OF NOTIFICATION OF AWARD

*Independent Electoral & Boundaries Commission
P.O Box 45371-00100, Nairobi, Kenya*

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 whose particulars appear below on the subject matter of this Letter of Notification of Award.

8.8 FORM RB 1 REPUBLIC OF KENYA PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day 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. etc.

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

- 1.
2. etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day
of20.....

SIGNED

Board Secretary

8.9 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.....
.....

8.10 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.....

8.11 TENDER SECURING DECLARATION

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

Date: [insert date (as day, month and year) of Bid Submission]

Tender No.: [insert number 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 Tender-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for tendering in any public procurement tenders with any public entity for the period of time determined by the Public Procurement Oversight Authority, if we are in breach of our obligation(s) under the tendering conditions, because we: a) have withdrawn our tender during the period of tender validity specified in the Tender Data Sheet; or b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity fail or refuse to execute the contract; or fail or refuse to furnish the performance security, if so required.
3. We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon our receipt of your notification or regret of the tender award letter; or thirty-eight days after the expiration of our Tender, whichever is earlier.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and if the Joint Venture has not been legally constituted at the time of tendering, the Tender Securing Declaration shall be in the names of all envisaged 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 Tender Securing Declaration] Name: [insert complete name of person signing the Tender 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]

TENDER