



**INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION**

**TENDER DOCUMENT**

**TENDER NO: IEBC/OT/FC/02/2019-2020**

**PROVISION OF MAINTENANCE AND SUPPORT OF COPIERS,  
PRINTERS AND SCANNERS – FRAMEWORK CONTRACT**

**CLOSING DATE: THURSDAY, 19TH MARCH, 2020  
AT 11.00 AM EAST AFRICAN TIME**

**MARCH, 2020**

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

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# INTRODUCTION

- 1.1 This standard tender document for the procurement services has been prepared for use by procuring entities in Kenya. It is to be used in the procurement of all types of services e.g.
  - i. Security.
  - ii. Cleaning.
  - iii. Servicing and repairs.
  - iv. Transport.
  - v. Clearing and forwarding.
  - vi. Air ticketing and travel arrangements and all others where there is no specific standard tender document for procurement of that service.
- 1.2 The following general directions should be observed when using the document.
  - a) Specific details should be finished in the invitation to tender and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
  - b) The instructions to tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the appendix to the instructions to the tenderers or the general conditions of contract respectively.
- 1.3 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements,
- 1.4 The invitation to tender shall be issued as an advertisement in accordance with the regulations or as a letter of invitation addressed to the tenderers who have expressed interest following an advertisement of a prequalification tender.
- 1.5 The cover of the tender document should be modified to include;
  - i) Tender number.
  - ii) Tender name.
  - iii) Name of procuring entity.

# SECTION I – INVITATION TO TENDER

6<sup>TH</sup> MARCH, 2020

TENDER NO: IEBC/OT/FC/02/2019-2020

PROVISION OF MAINTENANCE AND SUPPORT OF COPIERS, PRINTERS AND SCANNERS.

- 1.1 The Independent Electoral and Boundaries Commission (IEBC) invites bids from tenderers for the provision of maintenance and support of copiers, printers and scanners “as and when required” basis **Framework Contract** for a period of **Three years (2020-2023)**.
- 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. 516 normal working hours, **Monday to Friday, 8.00a.m. - 1p.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](http://www.iebc.or.ke) or [www.tenders.go.ke](http://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](mailto: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 bid bond of Kshs. 50,000/- in the form of a BANK Guarantee from a reputable bank and 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](http://www.iebc.or.ke)**

Or be deposited in the Tender Box at the Fifth Floor reception, Anniversary Towers, so as to be received on or before **Thursday, 19th March, 2020 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, at the 21<sup>st</sup> Floor Boardroom Anniversary Towers, University way, Nairobi in the presence of the tenderers or their representatives who choose to attend.

**Ag. Commission Secretary/CEO**

## SECTION II – INSTRUCTIONS TO TENDERERS

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## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all tenderers eligible and authorized repair and maintenance dealers as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The 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 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 procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The tender document shall be issued free of charge.
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
  - 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 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"

2.4.2. 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

## 2.5 Amendment of documents

2.5.1. 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.

2.5.2. 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 Procuring entity, 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 Procuring entity, shall be written in English language.

Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

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

## **2.9 Tender Prices**

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

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

## **2.10 Tender Currencies**

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

## **2.11 Tenderers Eligibility and Qualifications.**

**2.11.1** 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.

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

## **2.12 Tender Security**

**2.12.1** The tender security shall be in the amount not exceeding 2 per cent of the tender price and shall be in any of the following forms.

- a) A Bank guarantee (From a reputable Bank of Insurance Company)
- b) Such insurance Company guarantee as may be approved by PPRA;

## **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 Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

**2.13.2** 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 2.12 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 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 **Thursday, 19th March, 2020 11:00 am East African Time**”

2.15.3 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”. —

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity 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 Procuring entity at the address specified under paragraph 2.15.2 no later than **Thursday, 19th March, 2020 11:00 am East African Time**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 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.

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

## 2.17 Modification and withdrawal of tenders

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

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

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

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

2.17.5 The procuring entity 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 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.

## **2.18 Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Thursday, 19th March, 2020 11:00 am East African Time** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The procuring entity 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 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.

2.19.2 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.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 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.

2.20.2 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 Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the 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.

2.20.5 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 nonconformity.

## 2.21 Conversion to a single currency

2.21.1 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.

## 2.22 Evaluation and comparison of tenders.

2.22.1 The procuring entity 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 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 22.3 the following evaluation methods will be applied:

(a) *Operational Plan.*

The Procuring entity 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 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 Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

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

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

**2.23. Contacting the procuring entity**

2.23.1 Subject to paragraph 2.19, 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.

2.23.2 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.

## 2.24 Award of Contract

### a) Post qualification

2.24.1 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.

2.24.2 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 Procuring entity deems necessary and appropriate.

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

2.24.3 Subject to paragraph 2.29 the Procuring entity 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.

2.24.4 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 Commission action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 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 Procuring entity 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 procuring entity 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 Procuring entity 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 Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity 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 Procuring entity.

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 Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 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 Procuring entity may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The Procuring entity 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 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;

2.28.3 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 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	The tender is for authorized Repair and maintenance dealers
2.2.2	The Bid Document is free of charge at <a href="http://www.iebc.or.ke">www.iebc.or.ke</a> or <a href="http://www.tenders.go.ke">www.tenders.go.ke</a>
2.10	Prices shall be quoted in Kenya Shillings.
2.11	Documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Commission satisfaction; <ol style="list-style-type: none"> <li>1. Certificate of Registration /Incorporation</li> <li>2. Certificate of Valid Tax Compliance</li> </ol>
2.12.1	The tender security to be provided is Kshs. 50,000, valid for 120 days from date of opening the tender and shall be in any of the following forms only; <ol style="list-style-type: none"> <li>c) A Bank guarantee (From a reputable Bank of Insurance Company)</li> <li>d) Such insurance Company guarantee as may be approved by PPRA;</li> </ol>
2.13.1	Tenderers shall remain valid for 120 days from the deadline date of submission of tender.
2.15.1	The bidders must submit one <b>(1) ORIGINAL TENDER</b> and one <b>(1) COPY of the Tender</b>
2.16.3	Bulky tenders which will not fit in the tender box shall be received at the Procurement Office 5 <sup>th</sup> Floor Room No. 516, Anniversary Towers

## SECTION III - GENERAL CONDITIONS OF CONTRACT

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## **SECTION III - GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

- a) “The contract” means the agreement entered into between the 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 services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### **3.2 Application**

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

### **3.3 Standards**

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

### **3.4 Patent Right's**

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

### **3.5 Performance Security**

Within Thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.5.1 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.
- 3.5.2 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) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 3.5.3 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 of obligations under the contract, including any warranty obligations under the contract.

### **3.6 Inspections and Tests**

- 3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity 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 Procuring entity.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.7 Payment**

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

### **3.8 Prices**

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 request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.9 Assignment**

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

### **3.10 Termination for Default**

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

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, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

### **3.11 Termination of insolvency**

The procuring entity 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 procuring entity.

### **3.12 Termination for convenience**

- 3.12.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.12.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.13 Resolution of disputes**

The Commission 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.

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

### **3.14 Governing Language**

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

### **3.15 Force Majeure**

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

### **3.16 Applicable Law.**

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

### **3.17 Notices**

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

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

## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

### **Notes on Special Conditions of Contract**

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.1	The Purchaser 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	There shall be no advance payments. Payments shall be made within 30 days upon receipt of the invoice(s).
3.8	No price adjustments allowed
3.13	Disputes to be settled as per the arbitration laws of Kenya.
3.16	Laws of Kenya shall apply
Other's as necessary	Complete as necessary

## 2.29 Evaluation and Comparison of Tenders

### Preliminary Evaluation

<b>Evidence (Provide Certified Copies of Documents where specified)</b>		
<b>S/No</b>	<b>Requirements</b>	<b>Responsive or Not Responsive</b>
<b>MR 1</b>	Must Submit a Certified copy of Registration/Certificate	
<b>MR 2</b>	Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid at least up to the tender closing date	
<b>MR 3</b>	Submit a completed company's profile using the Confidential Business Questionnaire attached to this tender document	
<b>MR 4</b>	Provide Manufacturer's letter of Authorization confirming that the company is authorised as maintenance service provider for branded photocopying machines (Registration with manufacturer or Agency or GOK)/ License to operate.)	
<b>MR 5</b>	Must Fill the Price Schedule in the Format provided	
<b>MR 6</b>	Provide copies of audited accounts for the company for the last two consecutive accounting	
<b>MR 7</b>	Tenderers must serialize all pages of the submitted bid	
<p><b>At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions in any of the Seven (7) mandatory requirements will be eliminated from the entire evaluation process and will not be considered further.</b></p>		

### 2.30 Technical Evaluation

S/No	Requirements	Evidence (Provide Certified Copies of Documents)	Compliant or Not Compliant
1	Experience and Technical capacity	5 Years' experience in technical maintenance	
		Recommendations and testimonials from past or present clients in the last 5 years	
		Demonstrate through LSO and Job cards; the ability to stock or source for spare parts from manufacturer within 7 days.	
		Proof of similar On-going contracts	
2	Professional and Technical Qualifications	5 certified technicians in the organization	
		5 C.V of Managerial Key Personnel	
3	Financial Capability	Provide certified audited accounts for last two (2) years	

### 2.31 Financial Evaluation

Financial Evaluation			
	Financial Analysis	The Financial comparison will be made to determine the evaluated lowest price The form of tender MUST be duly filled	
2.24.3	Award Criteria	The recommended Bidder will be subjected to Post Qualification Evaluation before Award The Tender shall be awarded to the lowest evaluated bidder	

## SECTION V – SCHEDULE OF REQUIREMENTS

### Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by the procuring entity and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as abases in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which the Commission delivery obligations start (notice of award).

This part will include any deliverables under the service contract

Number	Description	Quantity	Delivery Time Start: 2020 End: 2023
1.	Provision of Support and maintenance for printers, Photocopiers and scanners at IEBC Offices	As and when required	Three years

# DESCRIPTION OF SERVICES

## Introduction and scope of Services

The purpose of this contract is to appoint a suitable service provider to support and maintain services for printers, photocopiers and scanners in IEBC Offices.

It is the Intention of IEBC to enter into a formal Service Legal Agreement with the successful provider to provide

- 1) Repair all broken down equipment.
- 2) Routine maintenance of the Equipment.

## Terms of Reference

The terms of reference (TOR) serves as a guidance to the process of selecting and appointing a qualified service provider by ensuring a match between IEBC's requirement and the knowledge and experience of the service provider.

These TORs and the service provider's proposal will form basis of the service level Agreement between the parties:

- 1.1 The Successful bidder shall provide preventive maintenance and repair services for the printers, photocopiers and scanners located in IEBC Offices as per the inventory List attached.
- 1.2 Within the first month upon award of the contract, the successful bidder shall submit to the Director ICT a report indicating the following;
  - a) List of serviceable Printers within the scope of the contract.
  - b) List of unserviceable /Obsolete printers
  - c) List of printers requiring replacement of parts/components and the part details.
- 1.3 The preventive maintenance shall include but not limited to the following activities;
  - a) Natural Dust Cleaning
  - b) Paper Dust Cleaning

- c) Tonner Dust Cleaning
- d) Mechanical Dust Cleaning
- e) Greasing
- f) Deep adjustment check
- g) OPC &IDV Check
- h) Complete operation check, and other service fully described in maintenance requirements

- 1.4** The Bidder shall provide preventative maintenance services for all the equipment listed in Appendix 1; E (Please note that some of the quantities are indicative and may not be the actual picture on the ground).
- 1.5** The preventive maintenance of the listed equipment shall be done on quarterly basis to ensure that all machines are in good working condition.
- 1.6** The Bidder shall be required to respond to any emergency service or repair within 6 hours of call of request
- 1.7** The Bidder shall be required to write a report on the spare parts and consumables needed for the machines worked on for the Offices to organize.
- 1.8** The Successful Bidder shall provide uninterrupted operations of the equipment for a long time without offering an affirmative solution.
- 1.9** The proposed costs in this tender shall cover the costs of labor, transport, including routine quarterly preventive maintenance visits and breakdown call that made and when they occur.
- 1.10** In the Event of any Breakdown or malfunction of equipment under the contract, the commission technical staff shall notify the contractor through their help desk and a call ticket number shall be assigned. The Contractor shall endeavor in the shortest time possible service the equipment's.
- 1.11** The successful Bidder shall be required to adhere the attached service level standards (Appendix 3) on a best effort basis. All incidences must be recorded and well documented. Monthly/Quarterly reports shall be availed to the Director ICT for all incidences reported and resolved within that period.

**1.12** The Bidder **MUST** always provide qualified and certified ICT Professionals and technicians to support the commission during the entire contract

**1.13 Inspection and Acceptance**

Commission representative shall make periodic inspection of works carried out. A final inspection will be done at the completion of specific period to validate that works will be done according to specifications.

**1.14 Bidders Responsibilities**

The Bidder shall do the work with due care and diligence and in accordance with the contractual agreement terms as signed in the contract and in strict adherence to best industry practices.

**1.15 Damages to Exiting Equipment**

Damages attributable to the Bidder or the Bidder's agents and /or assignees to any of the existing equipment or systems will be repaired or replaced by the Commission at the expense of the bidder as specific in the bid document. The costs associated with such repairs and /or replacements shall be borne by the Bidder fully on a cost plus basis.

**1.16 Warranty and Support**

The Bidder shall warrant that all the servicing works, spares installation are free from defects and if and defect is discovered; then the Bidder shall take immediate action to replace the damaged equipment as required during the warrant period.

## Appendix 1 –Equipment Inventory

The Contractor shall undertake to provide preventative maintenance and repair services to the Photocopiers, printers and scanners listed below;

SN	MODEL	QTY
1.	Brother B431DN	2
2.	BROTHER-7226	1
3.	Brother MFC L2700DW	1
4.	Brother MFC-L2700	1
5.	CANON 3240	1
6.	CANON IRAC5240i	285
7.	EPSON L220	1
8.	EPSON L382	3
9.	HP DESKJET m477dn	9
10.	HP Laser Jet 476	1
11.	HP Laser Jet 8500A	1
12.	HP LaserJet P3015	8
13.	HP LaserJet 3050	37
14.	HP LaserJet 4100	10
15.	HP LaserJet 4250	178
16.	HP LaserJet 4500	4
17.	HP LaserJet 5550	10
18.	HP LaserJet 5575	11
19.	HP LaserJet 7612	21
20.	HP LaserJet CP 2025	8
21.	HP LaserJet M1120	6
22.	HP LaserJet 400	31
23.	HP M2727Mfp	6
24.	HP 5575	1
25.	HP M3035	1
26.	HPC9500	4
27.	CANON IRAC5240i	1
28.	HP Laser Jet 4300	1
29.	HP Laser Jet M1132	1
30.	HP LaserJet 4200	1
31.	HP LaserJet 8710	1
32.	HP LaserJet 9050	11
33.	HP M425	2
34.	HP m451	1
35.	HP M476DN	1
36.	HP LaserJet 3050	1

SN	MODEL	QTY
37.	HP LaserJet 4250	3
38.	HP LaserJet 4500	1
39.	HP Laser Jet M1132	1
40.	KONICA C302200	1
41.	KYOCERA FS 1920	15
42.	KYOCERA FS 6525	27
43.	KYOCERA KM 2560	1
44.	KYOCERA M 6035	5
45.	KYOCERA TA 180	4
46.	KYOCERA TA 220	2
47.	KYOCERA TA 2550ci	1
48.	KYOCERA TA 2552 ci	1
49.	KYOCERA TA 300i	2
50.	KYOCERA TA 3050 ci	3
51.	KYOCERA TA 520	1
52.	KYOCERA TA 5550ci	1
53.	RICOH MP 2000	6
54.	RICOH MP 3500 B\W	2
55.	RICOH MP 4500 B\W	1
56.	RICOH C255I	1
57.	Ricoh MP 201	8
58.	Ricoh MP 3500 B/W	41
59.	Ricoh MP C3001	1
60.	Ricoh MPC 3500	1
61.	Ricoh MPC 4502	3
62.	RICOH MPC2551	1
63.	Ricoh MPC3502	1
64.	Ricoh MPC4502	1
65.	SAMSUNG SXC4623	8
66.	SHARP AR 420N	1
67.	SHARP AR 5127	1
68.	Canon iPF750 Large Format Printer	2
69.	Colourtrac (Model M40) Large format scanner	2
70.	HP Designjet 5500 Large format printer	2
71.	imageRunner advance C9070 PRO	1
72.	imageRunner advance 8095 PRO	1
	<b>GRAND TOTAL</b>	<b>817</b>

**APPENDIX 2. SUMMARY OF PHOTOCOPIERS AND PRINTERS MAKE/MODEL**

SN	MAKE	QUANTITY
1.	Brother	5
2.	Canon	289
3.	Epson	4
4.	HP	372
5.	Konica	1
6.	Kyocera	63
7.	Ricoh	67
8.	Samsung	8
9.	Sharp	2
10.	Canon iPF750 Large Format Printer	2
11.	Colourtrac (Model M40) Large format scanner	2
12.	HP Designjet 5500 Large format printer	2
13.	Total	817

**Appendix 3: SERVICE LEVEL STANDARDS**

Priority Level	Urgency	Definition	Level 1 Support Target Response and resolution time
1.	Critical	<ul style="list-style-type: none"> <li>A service that adversely affects critical systems or user capabilities and for which no workaround is available therefore requiring an immediate solution</li> </ul>	Response Time: a. Within 5-10 mins (phone /service/ticket)
			Resolution Time: b. 4 Business hours (if no escalation required )
2.	High	<ul style="list-style-type: none"> <li>A service incident that adversely affects systems or user capabilities but does not create an outrage of key business tasks.</li> <li>An immediate response is required to communicate workaround or scheduling information and a resolution must be prioritized as determined by the commission</li> </ul>	Response Time: a. Within 5-10 mins (phone /service/ticket)
			Resolution Time: b. 8 Business hours (if no escalation required )

Priority Level	Urgency	Definition	Level 1 Support Target Response and resolution time
3.	Moderate	<ul style="list-style-type: none"> <li>A service incident that adversely affects a single system or low number of users but does not create an outrage of key business tasks</li> <li>The incident must have a documented workaround documented workaround and must be scheduled for resolution by specific day</li> </ul>	Response Time: <ol style="list-style-type: none"> <li>Within 15-45mins</li> <li>Self-service tickets within 4-16 hours</li> </ol>
			Resolution Time: <ol style="list-style-type: none"> <li>16 Business hours (if no escalation required).</li> </ol>
4.	Low	<ul style="list-style-type: none"> <li>A service incident that affects a non-critical function of a system or that has a low number of reported occurrences</li> <li>The incident should have a documented workaround and the solution is included for prioritization by the commission</li> </ul>	Response Time: <ol style="list-style-type: none"> <li>Within 15-45mins</li> <li>Self-service tickets within 4-24 hours</li> </ol>
			Resolution time <ol style="list-style-type: none"> <li>32 Business hours</li> </ol>

## SECTION VI - PRICE SCHEDULE FOR MAINTENANCE SERVICE FOR PHOTOCOPIERS, PRINTERS AND SCANNERS

SN	MAKE	QUANTITY	COST OF MAINTENANCE (YEAR 1)	COST OF MAINTENANCE (YEAR 2)	COST OF MAINTENANCE (YEAR 3)
1.	Brother	5			
2.	Canon	289			
3.	Epson	4			
4.	HP	372			
5.	Konica	1			
6.	Kyocera	63			
7.	Ricoh	67			
8.	Samsung	8			
9.	Sharp	2			
10.	Canon iPF750 Large Format Printer	2			
11.	Colourtrac (Model M40) Large format scanner	2			
12.	HP Designjet 5500 Large format printer	2			
13.	Total	817			

### Summary Price Schedule

Item No.	Item Description	Duration	Total Price in Kshs inclusive of 16% VAT	Other incidental charges (if any)
1.	Repair and Maintenance of 817 Photocopiers, printers and scanners	Year One		
2.	Repair and Maintenance of 817 Photocopiers, printers and scanners	Year Two		
3.	Repair and Maintenance of 817 Photocopiers, printers and scanners	Year Three		
<b>Grand Total Price for the Three Years inclusive of 16% VAT</b>				

Tenderer's name (Company) \_\_\_\_\_

Signature & Rubber stamp \_\_\_\_\_

Date \_\_\_\_\_

#### Appendix 4. IEBC COUNTY OFFICE

SN	County Name	Town	Location
1	Kisumu	Kisumu	Milimani, opposite Kisumu State Lodge, on Amoth Owira Labe Rd behind Huduma Centre.
2	Kirinyaga	Kerugoya	Professional Plaza, opposite Kerugoya Law Courts
3	Tharaka Nithi	Chuka	EAPC Church grounds, opposite the mosque
4	Narok	Narok	Narok North CDF Office, Ground floor. Next to County Commissioner's Office
5	Nyeri	Nyeri	Advocate Plaza, 1st floor, next to NYERI Law courts
6	Siaya	Siaya	IEBC Building, near County Commissioner's office
7	Nyamira	Nyamira	IEBC Building, within County Commissioner's compound
8	Kisii	Kisii	IEBC Building, within County Commissioner's compound
9	Mombasa	Mombasa	Shamsh Villa Building, along Dr. Ali Rashid road -Mama Ngina drive way.
10	Tana River	Hola	Galole Constituency Office opposite Kenya Forest Service, Hola
11	Kilifi	Malindi	Malindi Constituency Office in Malindi town, behind Malindi District hospital
12	Trans-Nzoia	Kitale	Maendeleo ya Wanawake building
13	Machakos	Machakos	Along Mwatu Wa Ngoma Road, opposite Machakos County Commissioners Offices
14	Bungoma	Bungoma	Behind Bungoma County Commissioner's Office.
15	Kericho	Kericho	NCPB Premises
16	Bomet	Bomet	IEBC building next to the County Government offices
17	Taita Taveta	Wundanyi	Along Mwatate-Wundanyi Road, Eric Building next to Levi Building, Ground Floor
18	Nakuru	Nakuru	Next to the County Government offices
19	Nairobi	Nairobi	Nyayo House, Posta road, 7th Floor
20	Wajir	Wajir	IEBC building near Huduma center
	Turkana	Lodwar	Opposite Turkana Central constituency offices
22	Kiambu	Thika	N.C.P.B Offices 1st Floor, Along Thika-Garissa Road In Makongeni. Opposite Thika Dreams Motel
23	Kitui	Kitui	Along Hospital Road, Opposite Kafoca Hotel
24	Garissa	Garissa	Along Lantern Hotel road, opposite County Commissioner's residence
25	Mandera	Mandera	Approx. 300M from Garanada hotel towards river Dawa.
26	Marsabit	Marsabit	Next to Saku Constituency office, ACK St Stephen training center
27	Isiolo	Isiolo	Ardhi house road near EACC offices
28	Meru	Meru	Within the County Commissioners compound
29	Embu	Embu	IEBC building along Embu-Meru road, next to Embu High Court and ACK Cathedral church

SN	County Name	Town	Location
30	Makueni	Wote	Cereals board premises
31	Laikipia	Nanyuki	Within County Commissioners compound, near High court
32	Muranga	Muranga	Next to Gulf petrol station
33	Samburu	Maralal	IEBC Office, Maralal town
34	Elgeyo Marakwet	Iten	IEBC building, opposite County government office
35	Baringo	Kabarnet	Within the County Commissioners compound
36	Nyandarua	OI Kalou	Post Office building
37	Kajiado	Kajiado	ACK Tenebo House
38	Lamu	Lamu	Lamu island on the sea front near Lamu County Assembly
39	Kwale	Kwale	IEBC building Opposite county Government offices
40	Migori	Migori	IEBC building next to County Government offices
41	Homabay	Homabay	IEBC Building with County offices
42	Uasin Gishu	Eldoret	Kenmosa Village, along Kaptagat road
43	Busia	Busia	Within County Commissioner's office next to civil registration offices
44	Vihiga	Mbale	Physical Planning Building County Commissioner Compound, Mbale Town
45	Nandi	Kapsabet	CITC College Compound
46	West Pokot	Kapenguria	Near County Commissioner's office
47	Kakamega	Kakamega	IEBC building next to County Commissioner's office

## SECTION VII - STANDARD FORMS

### Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

## **SECTION VIII - STANDARD FORMS**

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

**8.1 FORM OF TENDER**

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

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[Insert numbers,* the 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 \_\_\_\_\_

## 8.2 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 \_\_\_\_\_.

### 8.3 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.*

	<b>Part 1 –General</b>
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 Bankers .....Branch.....
	<b>Part 2 (a) – Sole Proprietor</b>
2a.1	Your Name in Full.....Age.....
2a.2	Nationality ..... Country of Origin .....
	<input type="checkbox"/> Citizenship Details .....

	<b>Part 2 (b)Partnership</b>			
2b.1	Given details of Partners as follows:			
2b.2	Name	Nationality	Citizenship Details	Shares
	1..... ..... .....			
	2..... ..... .....			
	3..... ..... .....			
	4..... ..... ..... .....			
	<b>Part 2 (c) – Registered Company</b>			
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..... ..... ..... .....

<b>Part 3 – Eligibility Status</b>	
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 <b>YES</b> 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 <b>YES</b> give details. ..... ..... .....
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 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
3.6	If answer in ‘3.5’ above is <b>YES</b> give details. ..... ..... .....

3.7	Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES___ No
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 <b>YES</b> 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.....

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

**8.4 TENDER SECURITY FORM**

Whereas ..... [Name of the tenderer]

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

**8.5 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]*

## 8.6 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]*

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

**8.7 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

**8.8 FORM RB 1**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED ..... (Applicant)

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

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**FOR OFFICIAL USE ONLY**

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

**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. Box .....Code ....., 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.....