



DEPENDENT ELECTORAL AND BOUNDARIES COMMISSION

TENDER NO: IEBC/OT/FC/04/2019-2020

TENDER FOR SUPPLY & INSTALLATION OF MICROSOFT LICENSES

CLOSING DATE: 26TH JUNE, 2020

AT 11:00AM EAST AFRICAN TIME

FRIDAY, 26TH JUNE, 2020

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: 11th June, 2020 Tender No. IEBC/04/2019-2020

TENDER FOR SUPPLY & INSTALLATION OF MICROSOFT LICENSES.

- 1.1 The Commission invites sealed bids from interested candidates for supply & installation of Microsoft licenses.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the Supply Chain Office, situated at the IEBC Headquarters on 5th Floor Anniversary Towers, during normal working hours.
- 1.3 A complete set of tender documents may be downloaded free of charge from the Public Procurement Information Portal www.tenders.go.ke and/ or Independent Electoral & Boundaries Commission's website; www.iebc.or.ke.
- 1.4 Bidders who download the tender document must register with the Commission via info@iebc.or.ke, giving their email address for the purposes of receiving any further tender clarifications and/or addendums, and also to receive a link to allow them access the opening tender opening proceedings.
- 1.5 Prices quoted should be net inclusive of all taxes and delivery (where applicable) must be in Kenya Shillings or a freely convertible currency in Kenya and shall remain valid for a period of **120 days** from the closing date of the tender.
- 1.6 Bidders must sequentially number/paginate/serialize the tender document in all pages including all attachments.
- 1.7 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at 5th floor, Anniversary Towers or be addressed to:

**Ag. Commission Secretary/CEO,
Independent Electoral and Boundaries Commission
Anniversary Towers
P O Box 45371 – 00100,
Nairobi, Kenya**

so as to be received on or before **Friday 26th June, 2020 at 11.00a.m.** Late submitted tenders shall be rejected.

Tenders will be opened immediately thereafter; the tenderers' representatives may access the tender opening proceedings through electronic means via a link that will be provided to bidders.

Ag. Commission Secretary/CEO,

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2. The Commission's 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 Commission 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, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.2.2 The price to be charged for the tender document shall not exceed Kshs. 5,000/=

2.2.3 The Commission shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

2.3.1. The tender document comprises 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
- x Performance security form
- xi Principal's or manufacturers authorization form
- xii 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 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 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 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's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

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

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.2 The tender security is required to protect the Commission against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

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

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

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

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

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.28, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by the Commission on the Tender Form; or
- (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30 or
 - (ii) to furnish performance security in accordance with paragraph (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 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 nonresponsive.

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 **Friday 26th June, 2020 at 11.00a.m.**”

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 Commission will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

Tenders must be received by the Commission at the address specified under paragraph 2.15.2 no later than **Friday 26th June, 2020 at 11.00a.m.**

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 received by the Commission as provided for in the appendix.

2.17 Modification and withdrawal of tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tender’s is received by the 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 Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **Friday 26th June, 2020 at 11.00a.m.** and in the location specified in the invitation to tender. The tenderers' representatives may access the tender opening proceedings through electronic means via a link that will be provided to bidders.

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 Commission, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The Commission will prepare minutes of the tender opening which will be submitted to the tenderers that accessed 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.

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 23, 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, the 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 22.3 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 nonresponsive 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 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 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

2.24.3 Subject to paragraph 2.24 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.

2.24.4 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 action. If the Commission determines that none of the tenderers is responsive; the Commission 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 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 2.25. 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 2.28 or paragraph 2.27.1 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 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 for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Authorized Microsoft Licensing solutions Providers
2.10	Kenya Shillings
2.11	Particulars of eligibility and qualifications documents of evidence required.
2.12	N/A
2.14.1	The bidders must submit one (1) ORIGINAL bid document and one (1) Copy of the bid document
2.18	Tender will be opened on the same day Friday 26th June, 2020 at 11.00 a.m.
2.24	Particulars of post – qualification if applicable
2.27	Performance security (in form of bank guarantee) equivalent to 10% of the tender sum required Within Thirty (30) days of the receipt of notification of award

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 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 the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

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

3.3 Standards

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

3.5 Patent Right’s

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

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 Commission.
- 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 Inspections 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

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

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

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 or all 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. if the tenderer, in the judgment of the Commission has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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 of insolvency

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 any time 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

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.

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

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

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.

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	10% of tender sum
3.6.3	A bank guarantee or Such insurance guarantee as approved by the PPRA.
3.8	Payment shall be made after successful completion of the assignment and within 30 days after submitting all required documentation to support payment. The documentation includes, Invoice and reports
3.9	No price adjustments allowed
3.14	In case of a dispute between the service provider and the employer, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred for arbitration as per provisions of the Arbitration Act of 1995 before a single arbitrator to be agreed on by the parties and in failure of such an agreement by the Chairperson for the time being of the chartered institute of Arbitrators Kenya branch and any award given shall be final
3.17	Laws of Kenya
3.18	Commission Secretary/CEO Independent Electoral & Boundaries Commission P.O Box 47371-00100 Nairobi

EVALUATION CRITERIA

a) PRELIMINARY EVALUATION (MANDATORY REQUIREMENTS)

No.	Criteria	Yes/ No
1.	Copy of certificate of incorporation/Registration	
2.	Copy of a valid tax compliance certificate	
4.	A copy of CR12 for limited company and for Sole proprietor & Partnership companies to provide copies of directors I.D)	
5.	Duly filled, signed and stamped form of tender	
6.	A valid Single business permit	
8.	Dully filled, signed and stamped Confidential Business Questionnaire	
9.	Duly filled, signed and stamped Self Declaration Form	
10.	Duly filled, signed and stamped Anti-Corruption Declaration form	
11.	Must Fill, sign and stamp the Price Schedule in the format provided.	
12.	Audited accounts for the latest two years (2017 & 2018)	
13.	Must attach a manufacturer's authorization letter from Microsoft as evidence of Microsoft licensing solutions provider.	
14.	Must be a Local Microsoft Authorized Enterprise Direct Advisor or Licensing Solutions Provider. Attach partnership certificate.	
15.	Tender document MUST be sequentially Paginated/serialized on each page including all the attachments.	

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

b) TECHNICAL EVALUATION

B. Technical Evaluation			
	Evaluation Criteria/	Specifications/Requirements	Maximum Scores
R1	Technical Specification	Full compliance = 100% As per technical specifications indicated in this document (Provide manufacturer's brochures which must be 100% corresponding to the required specifications as provided in the terms of reference	40
		Microsoft M365 E3 Licenses - 10 marks	
		Advanced Threat Protection Licenses - 10 marks	
		Azure cloud services - 10 marks	
		Technical Support and maintenance services. - 10 marks	
R2	Firms Experience	Provide proof of firm's existence in providing Microsoft products 5-10 years -4 marks 1-5 years-2marks	4
R3	Technical support Staff	<p>Number of technical staff available including their Academic, Professional qualifications and experience (Attach CV's and certificates)</p> <p>1. Team leader-(Max Scores 5) a) Academic in any related ICT related field (1 marks) b) Professional qualification in Microsoft Certifications at least PRINCE2 practitioner certification and a minimum 2 ITIL certifications. (2 marks) c) Experience in installing of Microsoft licenses (2 marks per each year)</p> <p>2. Project Manager-(Max Scores 5) a) Academic in any related ICT related field (1 marks) b) Professional qualification in Microsoft Certifications at least PRINCE2 practitioner certification and a minimum 2 ITIL certifications. . (2 marks) c) Experience in installing of Microsoft licenses (2 marks per each year)</p> <p>3. At least 3 other Technical support-personnel: Max scores-10 a) Academic in any related ICT related field (1 marks per staff) b) Professional qualification in Microsoft Certifications. (1 marks per year) c) Experience in installing of Microsoft licenses</p>	20

		<i>(4 marks)</i>	
R4	Past Performance	1. Provide a list of 3 major customers/Clients where similar assignment has been successfully undertaken detailing the nature of assignment 2 marks per client/customer	6
		2. Provide 3 LPO/or award letter/or contract for the organization where similar assignment has been successfully undertaken -2 marks for each	6
		3. Provide 4 reference/or recommendation letters for the organization in which similar assignment has been undertaken -2 marks per letter	8
R5	Financial Capacity	Liquidity ratio: <ul style="list-style-type: none"> • 2:1 ratio Max – 4 points for each year • 1:1 ratio Max – 2 points for each year Less – 0 point	4
R6	Training and Testing	The bidder MUST: Provide a letter from Microsoft authorizing/appointing to be a training center. (4 Marks) . (Tenderers/bidders with no training facility should provide a letter from a training partner duly authorized by Microsoft and signed by both parties/partners.)	4
R7	Adequacy of the proposed Work Plan & Methodology	Tenderers/bidders to provide his proposed work plans and methodology to reflect the following: Provide Execution Plan, test plan, support plan, migration plan, etc. 1 mark per plan	4
	Total Scores		100
<i>Only those bidders who attain 80% and above will proceed to the financial evaluation stage. Those who score below 80% will be eliminated at this stage and will not be considered for further evaluation.</i>			

c) FINANCIAL EVALUATION AND AWARD CRITERIA

The Bidder who shall be determined as the lowest evaluated bidder after surpassing the minimum technical score shall be considered and recommended for award.

SECTION V: TERMS OF REFERENCE

Indicated below are the product specifications of items to be supplied. The software installations will be done by the successful bidder supervised by Commission ICT staff.

1. Introduction

The Commission utilizes Microsoft products in the management of data, office documents, Communication, collaboration and automation of office operations across the organization. The Commission uses Microsoft office and server product suite for daily administrative correspondences. These products are licensed by the manufacturer (M/s Microsoft) through an enterprise agreement that provides a volume licensing. Compliance with Software product licensing is a legal and regulatory requirement.

2. Objective

The Microsoft Enterprise Agreement aims to:

- i. Ensure Compliance with Licensing requirements as a corporate.
- ii. Standardize Licenses across the organization.
- iii. Provide the agility to add software licenses and online services.
- iv. Provide software assurance to ensure access to latest products in the market
- v. Ensure the Commissions systems are covered through a support and maintenance contract.
- vi. To ensure the Commission benefits from the associated volume discounts and public sector negotiated benefits for new Microsoft software purchased.

3. Scope

The scope of the Microsoft Enterprise Agreement volume licensing shall cover the following:

- i. Desktop computer software licensing for Microsoft Windows Operating Systems, Microsoft Office and Client Access Licenses.
- ii. Server software Licensing for Microsoft Windows Server Exchange, SharePoint and SQL Server database
- iii. Cloud Enterprise solutions such as Office 365 and Azure public cloud.

4. Requirements

The Commission requires the following Microsoft Licenses:

- i) Microsoft M365 E3 for 300 users.
- ii) Advanced threat protection for user mailboxes 300 users.
- iii) Azure Cloud services

TECHNICAL SPECIFICATIONS

No.	Requirement	Product Description	Qty
1.	Microsoft M365 E3 Licenses <u>License No:</u> M365 E3 ShrdSvr ALNG SubsVL MVL PerUsr (Original)	Microsoft 365 Suite Applications including: Windows Enterprise E3 Operating System per user; Office apps i.e. Outlook, Word, Excel, PowerPoint, OneNote, Access, Exchange Online, OneDrive, SharePoint, Skype for Business, Microsoft Teams, Yammer etc - Access to Office apps online & Offline and Enterprise Mobility Suite with Advanced Threat Analytics for all users	300
2.	Advanced Threat Protection Licenses <u>License No:</u> O365AdvThrtPrctnPln1 ShrdSvr ALNG SubsVL MVL PerUsr	Microsoft Office 365 Advanced Threat Protection (ATP) a cloud-based email filtering service that helps protect against unknown malware and viruses by providing robust zero-day protection, safeguard from harmful links in real time. ATP has rich reporting and URL trace capabilities that give administrators insight into the kind of attacks.	300
3.	Azure cloud services	Robust Scalable Virtual Machine solution that supports Multiple versions windows and Linux/Unix operating system Environments	1
4.	Technical Support and maintenance services.	Provide the first line of support to Microsoft products. Advise on changes on Microsoft products.	lot

Additional Information to Bidders:

The license suppliers shall:

- i Provide the first line of support to Microsoft products.
- ii Advise on changes on Microsoft products.

Evaluation Process

Evaluation shall be conducted in three stages: that is: Preliminary, technical and financial. The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the tender document.

Price Schedule for Microsoft Licensing

No.	License	Qty	Unit Price	Total Amount
1.	M365 E3 Volume Licensing Per User (Original)	300		
2.	O365Advanced Threat Protection Per User (Original)	300		
3.	Azure cloud services 4 D4 v3 (4 vCPU(s), 16 GB RAM); Windows – (OS Only); 1 year reserved; 2 managed OS disks – S20, 200 transaction units Zone 1: North America, Europe, 20 GB VPN Gateways, Basic VPN tier, 732 gateway hours, 10 S2S tunnels, 128 P2S tunnels, 10 GB, Inter-VNET outbound VPN gateway type	1		
4.	Technical Support and maintenance services.	Lot		
	Total			
	VAT			
	Total Price (Inclusive of VAT) transferred to the Form of tender			

No correction of arithmetic errors.

The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

Tenderer’s Name (Company) _____

Signature & Rubber stamp: _____

Date: _____

SECTION VII: TECHNICAL PROPOSAL – STANDARD FORMS

1. Form of Tender
2. Firm's references
3. Comments and suggestions of service provider on the Terms of Reference.
4. Team composition and task assignments
5. Format of curriculum vitae (CV) for proposed professional staff
6. Time schedule for professional personnel
7. Activity (work schedule)

All firms must submit the above forms. Where necessary, firms may make additional copies of the forms and use additional sheets of paper to enable them give complete information.

FORM OF TENDER

Date _____

Tender No. _____

To.....

.....

[Name and address of Commission]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda

Nos.. *[insert numbers]* the of which is hereby duly acknowledged, we, the undersigned, offer to provide.

.....

.....*[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 (Commission).

4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 2019
[signature] *[In the capacity of]*

Duly authorized to sign tender for and on behalf of _____

**BRIEF DESCRIPTION OF FIRM'S ABILITY TO CARRY OUT ASSIGNMENT;
INCLUDING TECHNICAL CAPABILITIES AND RESOURCES AND EXPERIENCE**

a) FIRM'S REFERENCES

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:	Country of assignment
Year of assignment:	
Location within country:	Professional staff provided by your firm/ entity (profiles):
Name of client:	Number of staff:
Address:	Duration of assignment
Start date: Completion date:	Approximate value of services (Kshs.) or other currency
Name of Associated Consultants if any:	
Name of Senior Staff involved in consultancy and functions performed	
Description of actual services provided	

Firm's Name (for which survey was carried out): _____

Name and title of signatory (of that firm)

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	NationalityCountry 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	If answer in '3.1' is YES give the relationship.

3.3	Does an Employee, Committee Member, and Board Member of IEBC sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes No
3.4	If answer in '3.3' above is YES give details.

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 YES give details.

3.7	Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES ____ No
3.8	If answer in '3.7' above is YES give details:

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

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

TENDER SECURING DECLARATION FORM

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

Date: *[Of Bid Submission]*

Tender No.....

To: Independent Electoral & Boundaries Commission

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 bidding in any contract with the Purchaser for the period of time of ***One year*** starting ***on the date of this tender Opening*** if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
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. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

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

Name: *[Insert complete name of person signing the 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]*

Service Provider's Organization and Experience
A - Service Provider's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this assignment.]

B - Service Provider's Experience

Relevant Assignments Carried Out in the Last Three Years That Best Illustrate Qualifications

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out system implementation services similar to the ones requested under this assignment (**Attach letters of awards and completion certificates as proof of evidence**)]*

Assignment name:	Approx. value of the contract (in KSh.):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	

Description of actual services provided by your staff within the assignment:

Firm's

Name:

Name and Title of Signatory: _____

Comments and Suggestions on the Terms of Reference and on data, services and Facilities to be provided by the Client

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

Team Composition and Task Assignments

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Support Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Format of Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____
2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____
4. **Date of Birth:** ____ **Nationality:** _____
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations:** ____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: ____

8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: ____ To [Year]: _____

Employer:

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: _____

SELF-DECLARATION FORM

Date _____

To:

The Commission Secretary/CEO, Independent Electoral & Boundaries Commission
P.O. Box 45371-00100 Nairobi

The tenderer i.e. (name and address) _____
_____ declare the following:

- a) Has not been debarred from participating in public procurement.

- b) Has not been involved in and will not be involved in corrupt and fraudulent practices

regarding public procurement.

Name.....
....

Title.....
.. Signature.....

Date.....

Official Stamp.....

(To be signed by authorized representative and officially stamped)

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.....
.....

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 Commission](hereinafter called “the Bank”)are bound unto..... [name of Commission](hereinafter called “the Commission”) in the sum of

for which payment well and truly to be made to the said Commission, 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 Commission during the period of tender validity:

(a) fails or refuses to execute the Contract Form, if required; or (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Commission up to the above amount upon receipt of its first written demand, without the Commission having to substantiate its demand, provided that in its demand the Commission 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)

PERFORMANCE SECURITY FORM

To:

.....
.....

[name of the Commission]

WHEREAS.....[name of tenderer]

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

supply.....

[Description services](Hereinafter called "the contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

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

[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

Address of Commission

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 EXECUTIVE DIRECTOR

FORM RB 1 REPUBLIC OF KENYA PUBLIC PROCUREMENT
ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... APPLICANT

AND

.....RESPONDENT (*Commission*)

Request for review of the decision of the..... (*Name of the Commission*) 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
- .
- e
- t
- c
- .

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

- 1.
- 2
- .
- e
- t
- c

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

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

.....20.....

SIGNED Board Secretary