



# INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION

**TENDER NO: IEBC/OT/FC/01/2019-2020**

## **TENDER FOR SUPPLY AND DELIVERY OF TONERS AND CARTRIDGES – FRAMEWORK CONTRACT**

**CLOSING DATE: THURSDAY, 19TH MARCH, 2020  
AT 11:00AM 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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## **SECTION I: INVITATION TO TENDER**

**DATE: 6<sup>TH</sup> MARCH, 2020**

**TENDER NO: IEBC/OT/FC/01/2019-2020**

**FOR SUPPLY AND DELIVERY OF TONERS AND CARTRIDGES**

- 1.1 Independent Electoral and Boundaries Commission invites sealed bids from eligible candidates for the Supply and Delivery of Toners and Cartridges on “**as and when required**” basis Framework contracting for three years (2020 – 2023).
- 1.2 Interested candidates may download the tender document from *the IEBC website*: [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.
- 1.3 Interested bidders participating in these tenders are required to register their bids with the Commission at the **Procurement Offices on 5<sup>th</sup> Floor Room No. 516**.
- 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**. Tender Securities will not be applicable to reserved categories; bidders in these categories will be expected to submit dully signed Tender Securing Declaration Form
- 1.5 Prices quoted should be inclusive of all taxes, must be in Kenya shillings and shall remain valid for 120 days from the closing date of tender.
- 1.6 Complete tender documents are to be enclosed in plain sealed envelopes, 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**. Marked with the specific tender name and reference number and deposited in the Tender Box situated on 5<sup>th</sup> Floor. **Late bids will be rejected.**
- 1.7 Tenders will be opened immediately thereafter in the presence of the Candidates’ or their representatives who choose to attend at 21<sup>st</sup> Floor Boardroom.

**Ag. Commission Secretary/CEO**

## **SECTION II: INSTRUCTIONS TO TENDERERS (ITT)**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Section III Schedule of Requirements.
- 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.
- 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 goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.2 Eligible Goods**

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

### **2.3 Cost of Tendering**

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Commission, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 There is no fee on obtaining tender document from the commission website.
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set qualification criteria shall be considered for award subject to meeting award criteria.

### **2.4. The Tender Document**

- 2.4.1 The tender document comprise the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
  - (i) Instructions to Tenderers
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of Requirements
  - (v) Details of Service
  - (vi) Form of Tender

- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender Security Form
- (xi) Performance Security Form
- (xii) Principal's or Manufacturers Authorization Form
- (xiii) Declaration Form

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

## **2.5 Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Commission in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the 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 that have received the tender document.

2.5.2 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.

## **2.6 Amendment of Documents**

2.6.1 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 amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

## **2.7 Language of Tender**

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

## **2.8 Documents Comprising of Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) The Form of Tender and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below;

- (b) Completely filled and signed Schedule of Requirements, Confidential Business Questionnaire, Manufacturer's Authorization Form;
- (c) Documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender;
- (d) Documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents;
- (e) Documentary evidence established in accordance with paragraph 2.12 that the tenderer is **qualified to perform** the contract if its tender is accepted; and
- (f) Tender Security or the Tender Securing Declaration as applicable; furnished in accordance with paragraph 2.14;
- (g) Any other documentary evidence as provided in the Appendix to ITT.

## **2.9 Tender Forms**

- 2.9.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

## **2.10 Tender Prices**

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

## **2.11 Tender Currencies**

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

## **2.12 Tenderers Eligibility and Qualifications**

- 2.12.1 Pursuant to paragraph 2.1, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender;
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Commission's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1;
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Commission's satisfaction:

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## **2.13 Goods Eligibility and Conformity to Tender Documents**

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract.

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods whether in brochures, catalogues, drawings or otherwise,
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of three (3) years, following commencement of the use of the goods by the Commission; and
- (c) a clause-by-clause commentary on the Commission's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the procuring entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers, or a Tender Securing Declaration in the case of disadvantaged groups.

2.14.2 The tender security shall be in the amount stated in the Appendix to Instructions to Tenderers.

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

## **2.15 Validity of Tenders**

- 2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Commission, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Commission as non-responsive.
- 2.15.2 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 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.16 Format and Signing of Tender**

- 2.16.1 The tenderer shall prepare Two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.



2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.17 Sealing and Marking of Tenders**

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

- (1) be addressed to the Commission at the address given in the Invitation to Tender:
- (2) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE” the date specified in the Appendix to Instructions to Tenderers.

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Commission will assume no responsibility for the tender’s misplacement or premature opening.

## **2.18 Deadline for Submission of Tenders**

2.18.1 Tenders must be received by the Commission at the address specified under paragraph 2.17.2 no later than the date specified in the Appendix to Instructions to tenderers.

2.18.2 The Commission may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Commission and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.18.3 Bulky tenders which will not fit in the tender box shall be received by the Commission as provided for in the **Appendix to ITT**.

## **2.19 Modification and Withdrawal of Tenders**

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

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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

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

2.19.6 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.

## **2.20 Opening of Tenders**

2.20.1 The Commission will open all tenders in the presence of tenderers' representatives who choose to attend, on the date and time specified in the Appendix to Instructions to Tenderers. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.1 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.

2.20.2 The Commission will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

2.14.1 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 of the tender shall be sought, offered, or permitted.

2.21.1 Any effort by the tenderer to influence the Commission in the Commission's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.22 Preliminary Examination**

2.22.1 The Commission will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The Commission may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation of bids, pursuant to paragraph 2.23 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.

2.22.5 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 non-conformity.

### **2.23 Conversion to Single Currency**

2.23.1 Where other currencies are used, the Commission will convert the bid prices to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

### **2.24 Evaluation and Comparison of Tenders**

2.14.1 The Commission will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

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

2.24.4 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.

### **2.25 Preference**

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%. The procedure for preferences and reservations is provided in the Appendix to Instructions to Tenderers.

### **2.26 Contacting the Commission**

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Commission on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.1 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 Tenderer's tender.

### **2.27 Award of Contract**

#### **Post-qualification**

2.27.1 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.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary

evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Commission deems necessary and appropriate.

- 2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Commission will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

#### **Award Criteria**

- 2.27.4 The Commission will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

#### **Commission's Right to Vary quantities**

- 2.27.5 The Commission reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions as provided in the Appendix to ITT.

#### **Commission's Right to accept or Reject Any or All Tenders**

- 2.27.6 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.

### **2.28 Notification of Award**

- 2.28.1 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.
- 2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Commission will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

### **2.29 Signing of Contract**

- 2.29.1 At the same time as the Commission notifies the successful tenderer that its tender has been accepted, the Commission will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Commission.

### **2.30 Performance Security**

- 2.30.1 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.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Commission may make the award to the next lowest evaluated Candidate or call for new tenders.

### **2.31 Corrupt or Fraudulent Practices**

2.31.1 The Commission requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Commission, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Commission of the benefits of free and open competition;

2.31.2 The 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.

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

## APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the Instructions to Tenderers. Wherever there is a conflict between the provision of the Instructions to Tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The reference number of the Invitation for Tender is: <b>IEBC/OT/FC/01/2019-2020: Supply and Delivery of Toners and Cartridges on “as and when required’ basis for a Three Year Framework Contract.</b>
2.1.1	The Procuring Entity is: <b>The Independent Electoral and Boundaries Commission (IEBC)</b>
2.1.4	A list of debarred firms and individuals is available on the PPRA website: <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> . <b>The declaration shall be as provided in the Form of Tender.</b>
2.2.1	The goods supplied under the contract shall have their origin in <b>Kenya or any country where the original equipment manufacturer is located.</b>
2.7	The bid and the product brochures shall be submitted in English language.
2.10.3	The prices quoted by the Bidder <b>shall not</b> be subject to adjustment during the performance of the three years contract period.
2.11.1	<b>Bidders may submit a bid in US Dollars, in which case, for bid comparison purposes, the Central Bank of Kenya selling exchange rate ruling at the date of submission of bids shall be used for conversion into Kenya Shillings for bid comparison only.</b>
2.12.1, 2.12.2, 2.13.1, 2.13.2; 2.14; 2.24.4	<b>Each tenderer shall provide documentary evidence to establish that it is eligible to bid and the goods and related services are from eligible sources as shown in the table below. Any tenderer that does not pass any of these criteria shall be disqualified at the Preliminary Examination Stage</b>
2.13.3	The tenderer shall meet the specifications and provide information required in Schedule of Requirements. In an Annex, the tenderer shall attach Product Brochure for each item, to ensure conformity of the items to the Specifications and Schedule of Requirements. Bids with Product Brochures that do not meet the required specifications shall be assessed as non-responsive and disqualified at the stage of Detailed Evaluation of Bids.
2.12.3, 2.27	<b>After determining the lowest evaluated bid, the Commission shall carry out the Post-qualification Evaluation of the tenderer using the following qualification criteria.</b>  <b>(a) If a Tenderer is Manufacturer:</b>  <b>(i) Financial Capability:</b> The tenderer shall furnish documentary evidence that it meets the following financial requirement: Latest two (2) years audited accounts or financial statements

	<p><b>(ii) Experience Capacity:</b> The tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement: At least five (5) contracts of similar nature supplied in the past five years.</p> <p><b>(iii) Documentary Evidence:</b> The tenderer shall furnish documentary evidence to demonstrate that it is an Original Equipment Manufacturer of the subject goods.</p> <p><b>(b) If a tenderer is not Manufacturer:</b></p> <p>If a tenderer is not a manufacturer, but is offering the goods on behalf of the Manufacturer under Manufacturer's Authorization Form, the tenderer shall demonstrate the following:</p> <p><b>(i) Financial Capability:</b> The tenderer shall furnish documentary evidence that it meets the following financial requirement: A letter of comfort from a reputable banking financial institution committing to finance the contract if awarded.</p> <p><b>(ii) Experience Capacity:</b> The tenderer shall furnish documentary evidence in the form of purchase orders or contracts to demonstrate that it meets the following experience requirement: At least three (3) contracts of similar nature supplied within the past 10 years, each of a minimum of KES500,000</p> <p><b>(iii) Documentary Evidence:</b> The tenderer shall furnish documentary evidence in the form of a Manufacturer's Authorization Form, to demonstrate that it offering the goods on behalf of the Manufacturer; and offering after sales support where necessary</p>
2.14.1	The tenderer shall furnish, as part of its tender, a tender security for Ksh. 50,000 as specified in the Appendix to Invitation to Tenderers, or a Tender Securing Declaration in the case of disadvantaged groups.
2.17.1	In addition to the original of the bid, the number of copies is: <b>2</b>
2.17.2; 2.18.1; 2.20.1	<p><b>The deadline for bid submission is:</b> Date: <b>19<sup>th</sup> March 2020</b> Time: 11:00 am East Africa Time</p> <p><b>The address for submission of tenders is as indicated on the invitation to tender</b></p>
2.18.3	Bulky tenders shall be received at the Procurement Office 5 <sup>th</sup> Floor Room No.516 and each evidenced by a receipt.
2.23	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <b>Kenya Shillings.</b></p> <p>The source of exchange rate shall be: <b>Central Bank of Kenya</b></p> <p>The date for the exchange rate shall be: <b>Tender Submission Date</b></p>
2.24	Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful tenderer.
2.25	<p>Preferences shall be applied as follows: <b>Not Applicable.</b></p> <p>The tender is open to all.</p>
2.27.5	<p>The maximum percentage by which quantities may be increased is: <b>10%</b></p> <p>The maximum percentage by which quantities may be decreased is: <b>10%</b></p>

## SECTION III: GENERAL CONDITIONS OF CONTRACT

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

### **3.1 Definitions**

- 3.1.1 In this Contract, the following terms shall be interpreted as indicated:-
- (a) “The Contract” means the agreement entered into between the Commission and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
  - (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Commission under the Contract.
  - (d) “The Procuring Entity” means the organization purchasing the Goods under this Contract.
  - (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

- 3.1.2 These General Conditions shall apply in all Contracts made by the Commission for the procurement installation and commissioning of equipment and supply of goods.

### **3.3 Country of Origin**

- 3.1.3 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.
- 3.3.2 The origin of Goods and Services is any country that meets the Set Standards as per the Specifications and Schedule of Requirements.

### **3.4 Standards**

- 3.4.2 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **3.5 Use of Contract Documents and Information**

- 3.4.3 The tenderer shall not, without the Commission’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Commission in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.4.4 The tenderer shall not, without the Commission’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.2 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Commission and shall be returned (all copies) to the Commission on completion of the Tenderer’s performance under the Contract if so required by the Commission

### **3.6 Patent Rights**

- 3.6.1 The tenderer shall indemnify the Commission against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Commission's country

### **3.7 Performance Security**

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Commission the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the Commission as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Commission and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Commission, in the form provided in the tender documents.
- 3.7.4 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 obligations under the Contract, including any warranty obligations, under the Contract

### **3.8 Inspection and Tests**

- 3.8.1 The Commission or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Commission shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.1 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Commission.
- 3.8.2 Should any inspected or tested goods fail to conform to the Specifications, the Commission may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Commission.
- 3.8.3 The Commission's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Commission or its representative prior to the equipment delivery.
- 3.8.4 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

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

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

### **3.10 Delivery and Documents**

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

### **3.11 Insurance**

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

### **3.12 Payment**

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

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

### **3.13 Prices**

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

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

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

### **3.14 Assignment**

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Commission's prior written consent

### **3.15 Subcontracts**

3.15.1 The tenderer shall notify the Commission in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

### **3.16 Termination for default**

3.16.1 The 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 deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Commission
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Commission has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

### **3.17 Liquidated Damages**

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

### **3.18 Resolution of Disputes**

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

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

### **3.19 Language and Law**

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

### **3.20 Force Majeure**

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

## SECTION IV: SPECIAL CONDITIONS OF CONTRACT

These Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

3.1.1 (d)	<p>The Purchaser is:</p> <p><b>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</b></p>
3.10	The Final Destination(s) are: Respective IEBC stations indicated in Annex A
3.10	<p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <p>(1) The framework agreement shall be entered with successful bidders for a period of three years</p> <p>(2) Call off orders will be placed with successful orders as and when required.</p> <p>(3) Manufacturer warranty, delivery note, inspection certificate.</p>
3.10	The Supplier is required under the Contract to transport the Goods to a specified place of final destination at the National Warehouse, Likoni Road, Nairobi
3.11	<p>The insurance coverage shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, insurance shall be as follows: The supplier shall cover the goods insurance up to delivery to the Commission.</p>
3.12	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>On Delivery:</b> Payments to the Supplier will be within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Commission.</p>
3.13	The prices charged for the Goods supplied and the related Services performed shall not be adjustable over the period of framework agreement.
3.17	The liquidated damage shall be: 0.5% per week
3.17	The maximum amount of liquidated damages shall be: 10% of contract price
3.18	In the case of a dispute between the Purchaser and a Supplier who is a national of Kenya, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.
3.19	The language shall be: English
3.19	The governing law shall be the law of: Kenya
3.7	A Performance Security shall be 10% of contract price
3.8	The inspections and tests shall be: Shall be carried out by the IEBC Inspection and Acceptance Committee or as determined by the Commission Secretary.

<b>3.8</b>	The inspections and tests shall be conducted at: IEBC designated offices or warehouses
<b>3.8.3</b>	The period for repair or replacement shall be: 5 days.
<b>3.8.5</b>	The period of validity of the Warranty shall be: One Year
<b>3.9</b>	The packing, marking and documentation within and outside the packages shall be: Packing shall be to manufacturer specifications; documents shall be in English and addressed to the Commission

## SECTION V - TECHNICAL SPECIFICATIONS

### 5.1 General

- 5.1.1 The specifications describe the requirements for the Supply and Delivery of Various Toners and Cartridges for a Period of Three (3) Year on Framework Contract.
- 5.1.2 Tenderer must indicate on the specifications sheets whether the procurement item offered comply with each specified requirement.

### 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>	Tender Security Valid for 120 Days from the of tender closing	
<b>MR 3</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 4</b>	Submit a completed company's profile using the Confidential Business Questionnaire attached to this tender document	
<b>MR 5</b>	Provide Manufacturer's Authorization Form, to demonstrate that it offering the goods on behalf of the Manufacturer.	
<b>MR 6</b>	Must Fill the Price Schedule in the Format provided	
<b>MR 7</b>	Provide copies of audited accounts for the company for the last two consecutive accounting	
<b>MR 8</b>	Tenderers must serialize all pages of the submitted bid	
<b>At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions in any of the Eight (8) mandatory requirements will be eliminated from the entire evaluation process and will not be considered further.</b>		

## Technical Evaluation

S/No	Requirements	Evidence (Provide Certified Copies of Documents)	Compliant or Not Compliant
1	<b>Experience and Technical capacity</b>	Provide evidence to replace any item(s) which have factory defects within seven (7) days after notification (Documentary evidence required)	
		Recommendations and testimonials from Five (5) clients with whom supplies of Toners and Cartridges were successfully executed in the last 5 years	
		Demonstrate through LSO and Job cards; the ability to stock or source for the Toners and Cartridges within 7 days.	
		At least three (3) contracts of similar nature supplied within the past 5 years, each of a minimum of Ksh. 500,000.	
2	<b>Professional and Technical Qualifications</b>	5 C.Vs of certified technical personnel in the organization for after sales support	
		5 C.Vs of Managerial Key Personnel	
3	<b>Financial Capability</b>	Provide certified audited accounts for last two (2) years	

## Financial Evaluation

<b>Financial Evaluation</b>			
	Financial Analysis	The Financial comparison will be made to determine the evaluated lowest price	
	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 VI: PRICE SCHEDULE FORM

The Tenderer shall fill in the Price Schedule Form under Columns 5, 6, 9 and 10. All prices shall be inclusive of VAT and other taxes. The prices shall be quoted using Delivery Duty Paid (DDP) INCOTERMS to IEBC National Warehouse, Likoni Road, Industrial Area, Nairobi. The delivery schedule shall be counted from the date of Call Off Orders for the specific requirements.

1	2	3	4	4
Item No.	Description of Goods	Unit of Measure	Unit Price (KES)inclusive of Taxes	Delivery Period – in Days <i>[to be provided by the Bidder]</i>
1	Toner CE255A (HP)	Each		
2	Toner CF226A (HP)	Each		
3	Toner Kit TK 170 (KYOCERA)	Each		
4	Toner Kit TK 3100 (KYOCERA)	Each		
5	Toner Kit TK 340 (KYOCERA)	Each		
6	Toner Q7551A (HP)	Each		
7	Toner C-EXV 29 Black (CANON)	Each		
8	Toner C-EXV 29 Cyan(CANON)	Each		
9	Toner C-EXV 29 Yellow(CANON)	Each		
10	Toner C-EXV 29 Magenta (CANON)	Each		
11	Drum C-EXV 29 Black (CANON)	Each		
12	Drum C-EXV 29 Cyan(CANON)	Each		
13	Drum C-EXV 29 Yellow(CANON)	Each		
14	Drum C-EXV 29 Magenta (CANON)	Each		
15	Toner CE400A (HP)	Each		
16	Toner CE401A (HP)	Each		
17	Toner CE402A (HP)	Each		
18	Toner CE403A (HP)	Each		
19	Toner CF410A (HP)	Each		
20	Toner CF411A (HP)	Each		
21	Toner CF412A (HP)	Each		
22	Toner CF413A (HP)	Each		
23	Toner TN 4100 (Brother)	Each		
24	Drum DR 4000 (Brother)	Each		
25	Toner Q6511A (HP)	Each		
26	Toner Q 2610A (HP)	Each		
27	Toner Q5949A (HP)	Each		

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>4</b>
<b>Item No.</b>	<b>Description of Goods</b>	<b>Unit of Measure</b>	<b>Unit Price (KES)inclusive of Taxes</b>	<b>Delivery Period – in Days [to be provided by the Bidder]</b>
28	Toner CE285A (HP)	Each		
29	Toner 827A (Black) (CF300AC) (HP)	Each		
30	Toner 827A (Cyan) (CF301AC) (HP)	Each		
31	Toner 827A (Magenta) (CF303AC) (HP)	Each		
32	Toner 827A (Yellow) (CF302AC) (HP)	Each		
33	Drum 828A (Black) (CF358A) (HP)	Each		
34	Drum 828A (Cyan) (CF359A) (HP)	Each		
35	Drum 828A (Magenta) (CF365A) (HP)	Each		
36	Drum 828A (Yellow) (CF364A) (HP)	Each		
37	Toner CE255A (HP)	Each		
38	Toner CF226A (HP)	Each		
39	Toner Kit TK 170 (KYOCERA)	Each		
40	Toner Kit TK 3100 (KYOCERA)	Each		
41	Toner Kit TK 340 (KYOCERA)	Each		
42	Toner Q7551A (HP)	Each		
43	Toner C-EXV 29 Black (CANON)	Each		
44	Toner C-EXV 29 Cyan(CANON)	Each		
45	Toner C-EXV 29 Yellow(CANON)	Each		
46	Toner C-EXV 29 Magenta (CANON)	Each		
47	Drum C-EXV 29 Black (CANON)	Each		
48	Drum C-EXV 29 Cyan(CANON)	Each		
49	Drum C-EXV 29 Cyan(CANON)	Each		
50	Drum C-EXV 29 Yellow(CANON)	Each		
51	Drum C-EXV 29 Magenta (CANON)	Each		
52	Toner CE400A (HP)	Each		
53	Toner CE401A (HP)	Each		
54	Toner CE402A (HP)	Each		
55		Each		
56	Toner CE403A (HP)	Each		
57	Toner CF410A (HP)	Each		
58	Toner CF411A (HP)	Each		
59	Toner CF412A (HP)	Each		

1	2	3	4	4
Item No.	Description of Goods	Unit of Measure	Unit Price (KES)inclusive of Taxes	Delivery Period – in Days [to be provided by the Bidder]
60	Toner CF413A (HP)	Each		
61	Toner TN 4100 (Brother)	Each		
62	Drum DR 4000 (Brother)	Each		
63	Toner Q6511A (HP)	Each		
64	Toner Q 2610A (HP)	Each		
65	Toner Q5949A (HP)	Each		
66	Toner CE285A (HP)	Each		
67	Toner 827A (Black) (CF300AC) (HP)	Each		
68	Toner 827A (Cyan) (CF301AC) (HP)	Each		
69	Toner 827A (Magenta) (CF303AC) (HP)	Each		
70	Toner 827A (Yellow) (CF302AC) (HP)	Each		
71	Drum 828A (Black) (CF358A) (HP)	Each		
72	Drum 828A (Cyan) (CF359A) (HP)	Each		
73	Drum 828A (Magenta) (CF365A) (HP)	Each		
74	Drum 828A (Yellow) (CF364A) (HP)	Each		
75	HP COLOR LASERJET MFP 400Dtn	Each		
76	HP COLOR LASERJET MFP 400Dtn	Each		
77	HP COLOR LASERJET MFP 476Dtn	Each		
78	HP COLOR LASERJET 5550 dtn	Each		
79	HP COLOR LASERJET CP2025	Each		
80	HP COLOR LASERJET 3050	Each		
81	HP COLOR LASERJET 4100pn	Each		
82	HP COLOR LASERJET 4250 dn	Each		
83	HP COLOR LASERJET 9050 mfp	Each		
84	Kyocera FS1920	Each		
85	Kyocera TA3050ci	Each		
86	Kyocera TA5550ci	Each		
87	Canon C5240i	Each		
88	Ricoh MP 201 SPF Aficio	Each		
89	Canon HP/100	Each		

**Name of Tenderer:**

**Signature:**

**Date:**

## SECTION VII: SCHEDULE OF REQUIREMENTS

**The tenderer shall meet the following specification requirements:**

- (a) Attach a detailed Product Brochure for each offered item. Column 4 should be left blank and shall be used during detailed technical evaluation of bids;
- (b) These specifications describe the requirements for goods;
- (c) Tenderers are required to submit with their offers the detailed specifications for the products they intend to supply under Column 3 and country of Origin in Column 4
- (d) Tenderers must indicate under Column 5 on the specifications whether the goods offered comply with each specified requirement;
- (e) All the dimensions and capacities of the goods to be supplied shall not be less than those required in these specifications;
- (f) Deviations from the basic requirements, if any shall be explained in detail in writing with the offer;
- (g) The Commission reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products;
- (h) All items quoted for and delivered shall be of genuine brand;
- (i) The tenderer shall undertake to provide the items over the three year period on as and when required basis;
- (j) The tenderer shall undertake to replace any items which have factory defects;
- (k) Packages shall be intact with original manufacturer seal and shipping marks complete with serial and batch numbers.

1	2	3	4	5
No.	Item Description and Specifications	Tenderer's Offered Technical Specifications	Country of Origin	Conformance to Specification (Yes/No)
1	Toner CE255A (HP)			
2	Toner CF226A (HP)			
3	Toner Kit TK 170 (KYOCERA)			
4	Toner Kit TK 3100 (KYOCERA)			
5	Toner Kit TK 340 (KYOCERA)			
6	Toner Q7551A (HP)			
7	Toner C-EXV 29 Black (CANON)			
8	Toner C-EXV 29 Cyan(CANON)			
9	Toner C-EXV 29 Yellow(CANON)			
10	Toner C-EXV 29 Magenta (CANON)			
11	Drum C-EXV 29 Black (CANON)			
12	Drum C-EXV 29 Cyan(CANON)			
13	Drum C-EXV 29 Yellow(CANON)			
14	Drum C-EXV 29 Magenta (CANON)			
15	Toner CE400A (HP)			

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>No.</b>	<b>Item Description and Specifications</b>	<b>Tenderer's Offered Technical Specifications</b>	<b>Country of Origin</b>	<b>Conformance to Specification (Yes/No)</b>
16	Toner CE401A (HP)			
17	Toner CE402A (HP)			
18	Toner CE403A (HP)			
19	Toner CF410A (HP)			
20	Toner CF411A (HP)			
21	Toner CF412A (HP)			
22	Toner CF413A (HP)			
23	Toner TN 4100 (Brother)			
24	Drum DR 4000 (Brother)			
25	Toner Q6511A (HP)			
26	Toner Q 2610A (HP)			
27	Toner Q5949A (HP)			
28	Toner CE285A (HP)			
29	Toner 827A (Black) (CF300AC) (HP)			
30	Toner 827A (Cyan) (CF301AC) (HP)			
31	Toner 827A (Magenta) (CF303AC) (HP)			
32	Toner 827A (Yellow) (CF302AC) (HP)			
33	Drum 828A (Black) (CF358A) (HP)			
34	Drum 828A (Cyan) (CF359A) (HP)			
35	Drum 828A (Magenta) (CF365A) (HP)			
36	Drum 828A (Yellow) (CF364A) (HP)			
37	Toner CE255A (HP)			
38	Toner CF226A (HP)			
39	Toner Kit TK 170 (KYOCERA)			
40	Toner Kit TK 3100 (KYOCERA)			
41	Toner Kit TK 340 (KYOCERA)			
42	Toner Q7551A (HP)			
43	Toner C-EXV 29 Black (CANON)			
44	Toner C-EXV 29 Cyan(CANON)			
45	Toner C-EXV 29 Yellow(CANON)			
46	Toner C-EXV 29 Magenta (CANON)			
47	Drum C-EXV 29 Black (CANON)			

1	2	3	4	5
No.	Item Description and Specifications	Tenderer's Offered Technical Specifications	Country of Origin	Conformance to Specification (Yes/No)
48	Drum C-EXV 29 Cyan(CANON)			
49	Drum C-EXV 29 Cyan(CANON)			
50	Drum C-EXV 29 Yellow(CANON)			
51	Drum C-EXV 29 Magenta (CANON)			
52	Toner CE400A (HP)			
53	Toner CE401A (HP)			
54	Toner CE402A (HP)			
55				
56	Toner CE403A (HP)			
57	Toner CF410A (HP)			
58	Toner CF411A (HP)			
59	Toner CF412A (HP)			
60	Toner CF413A (HP)			
61	Toner TN 4100 (Brother)			
62	Drum DR 4000 (Brother)			
63	Toner Q6511A (HP)			
64	Toner Q 2610A (HP)			
65	Toner Q5949A (HP)			
66	Toner CE285A (HP)			
67	Toner 827A (Black) (CF300AC) (HP)			
68	Toner 827A (Cyan) (CF301AC) (HP)			
69	Toner 827A (Magenta) (CF303AC) (HP)			
70	Toner 827A (Yellow) (CF302AC) (HP)			
71	Drum 828A (Black) (CF358A) (HP)			
72	Drum 828A (Cyan) (CF359A) (HP)			
73	Drum 828A (Magenta) (CF365A) (HP)			
74	Drum 828A (Yellow) (CF364A) (HP)			
75	HP COLOR LASERJET MFP 400Dtn			
76	HP COLOR LASERJET MFP 400Dtn			
77	HP COLOR LASERJET MFP 476Dtn			
78	HP COLOR LASERJET 5550 dtn			
79	HP COLOR LASERJET CP2025			

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>No.</b>	<b>Item Description and Specifications</b>	<b>Tenderer's Offered Technical Specifications</b>	<b>Country of Origin</b>	<b>Conformance to Specification (Yes/No)</b>
80	HP COLOR LASERJET 3050			
81	HP COLOR LASERJET 4100pn			
82	HP COLOR LASERJET 4250 dn			
83	HP COLOR LASERJET 9050 mfp			
84	Kyocera FS1920			
85	Kyocera TA3050ci			
86	Kyocera TA5550ci			
87	Canon C5240i			
88	Ricoh MP 201 SPF Aficio			
89	Canon HP/100			

**Name of Tenderer:**

**Signature:**

**Date:**

## **SECTION VIII - STANDARD FORMS**

### **Notes on the Sample Forms**

- 1 *Form of Tender*-The form of tender must be completed by the Tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the Tenderer.
- 2 *Confidential Business Questionnaire Form*- This form must be completed by the Tenderer and submitted with the tender documents.
- 3 *Tender Security Form*- When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
- 4 *Contract Form*- The Contract Form shall not be completed by the Tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
- 5 *Performance Security Form*- The performance security form should not be completed by the Tenderer at the time of tender preparation. Only the successful Tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
- 6 *Bank Guarantee for Advance Payment Form*- When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
- 7 *Manufacturers Authorization Form*- When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the Tenderer is an agent.
- 8 *Declaration Form* in accordance with Sections 62 of the PPDA, 2015



## 8.1 FORM OF TENDER

Date \_\_\_\_\_

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

To: Independent Electoral & Boundaries Commission

P.O Box 45371-00100, Nairobi, Kenya

Gentlemen and/or Ladies:

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

2. We undertake, if our Tender is accepted, accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_percent of the Contract Price for the due performance of the Contract, in the form prescribed by .....

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

## 8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

	<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																								
	<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..... .....																									

	<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. ..... ..... .....

	..... ..... .....
--	-------------------------



	..... ..... ..... .....
	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.

### 8.3 TENDER SECURITY FORM

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

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the procuring entity during the period of tender validity
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to the procuring entity up to the above amount upon receipt of its first written demand, without the procuring entity having to substantiate its demand, provided that in its demand the procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

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

[Authorized Signatories and official stamp of the Bank]

*(Amend accordingly if provided by Insurance Company)*

## 8.4 CONTRACT FORM

THIS AGREEMENT made the \_\_\_day of \_\_\_\_\_20\_\_ between.....  
[name of COMMISSION] of  
.....[country of COMMISSION](hereinafter called “the Procuring  
entity”) of the one part and .....[name of Tenderer] of  
.....[city and country of Tenderer](hereinafter called “the Tenderer”) of the other  
part.

WHEREAS the procuring entity invited tenders for certain  
materials and spares.  
Viz.....[brief description of materials and spares] and has accepted a  
tender by the Tenderer  
for the supply of those materials and spares in the sum of  
in the sum of  
.....[contract price in words and figures] NOW THIS

AGREEMENT WITNESSETH ASFOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Tender Form and the Price Schedule submitted by the Tenderer;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the Tenderer as hereinafter mentioned, the Tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the Tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_the\_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_the\_(for the Tenderer) in the presence of  
.....

**8.5 PERFORMANCE SECURITYFORM**

To IEBC

WHEREAS.....  
.....[name of Tenderer] (Herein after called “the Tenderer”) has undertaken, in pursuance of Contract No. [Reference number of the contract] dated \_\_\_\_\_20 \_to supply.....  
.....  
[Description services] (Hereinafter called “the contract”)

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

AND WHEREAS we have agreed to give the Tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Tenderer, up to a total of.....

*[amount of the guarantee in words and figures],*

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

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

This guarantee is valid until the \_\_\_ day of 20

\_\_\_\_\_

Signature and seal of the Guarantors

\_\_\_\_\_

*[name of bank or financial institution]*

\_\_\_\_\_

*[address]*

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





## **8.7 LETTER OF NOTIFICATION OF AWARD**

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

To: \_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

1. Please acknowledge receipt of this Letter of Notification signifying your Acceptance.
2. The Contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer whose particulars appear below on the subject matter of this Letter of Notification of Award.

**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...

---

**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary

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.....

**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.....