



INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION

TENDER NO: IEBC/OT/FC/20/10/2020-2021

**TENDER FOR SUPPLY AND DELIVERY OF TONERS AND
CARTRIDGES ON FRAMEWORK CONTRACTS FOR THREE
YEARS**

**CLOSING DATE: 27th JANUARY, 2021
AT 11:00AM EAST AFRICAN TIME**

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

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SECTION I: INVITATION TO TENDER

DATE: 19th JANUARY, 2021

TENDER NO: IEBC/OT/FC/20/10/2020-2021

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 framework contract for three years.
- 1.2 Interested candidates may download the tender document from *the IEBC website*: www.iebc.or.ke and www.tenders.go.ke. Tenderers who download the tender documents through the website are advised to registers at the Supply Chain Offices or email their contacts through info@iebc.or.ke, before the closing date; to allow records and communication for any tender clarifications and addenda.
- 1.3 Interested bidders participating in these tenders are required to register their bids with the Commission at the **Procurement Offices on 5th Floor Room No. 516**.
- 1.4 Tenders must be accompanied by a bid bond of **Kshs. 50,000/= per Lot** in the form of a BANK Guarantee from a reputable bank and payable to the **Independent Electoral and Boundaries Commission**.
- 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 5th Floor, so as to be received on or before 27th January 2021 at 11.00 am East African Time. **Late bids will be rejected.**
- 1.7 Tenders will be opened immediately thereafter and representatives are encouraged to login to an electronic medium through a link that will be provided.

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) 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;
- (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, 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.
- 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 Tenders will be opened immediately thereafter and representatives are encouraged to login to an electronic medium through a link that will be provided.

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

2.21.1 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.

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

2.22 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 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 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 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

2.24.1 The Commission will evaluate and compare the tenders which have been determined to be substantially responsive per lot.

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: IEBC/OT/FC/20/10/2020-2021: Supply and Delivery of Toners and Cartridges framework contract for three years.
2.1.1	The Procuring Entity is: The Independent Electoral and Boundaries Commission (IEBC)
2.1.4	A list of debarred firms and individuals is available on the PPRA website: www.ppra.go.ke . The declaration shall be as provided in the Form of Tender.
2.2.1	The goods supplied under the contract shall have their origin in Kenya or any country where the original equipment manufacturer is located.
2.10.3	The prices quoted by the Bidder shall not be subject to adjustment during the contract period.
2.12.1, 2.12.2, 2.13.1, 2.13.2; 2.14; 2.24.4	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
2.13.3	The tenderer shall meet the specifications and provide information required in Schedule of Requirements. In an Annex, the tenderer shall ensure conformity of the items to the Specifications and Schedule of Requirements.
2.12.3, 2.27	After determining the lowest evaluated bid, the Commission shall carry out the Post-qualification Evaluation of the tenderer
2.14.1	The tenderer shall furnish, as part of its tender, a tender security for Ksh. 50,000 per Lot as specified in the Appendix to Invitation to Tenderers
2.17.1	In addition to the original of the bid, the number of copies is: 2
2.17.2; 2.18.1; 2.20.1	The deadline for bid submission is: Date: 27th January, 2021 Time: 11:00 am East Africa Time The address for submission of tenders is as indicated on the invitation to tender
2.18.3	Bulky tenders shall be received at the Procurement Office 5 th 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: Kenya Shillings.</p> <p>The source of exchange rate shall be: Central Bank of Kenya The date for the exchange rate shall be: Tender Submission Date</p>
2.24	<p>Bids will be evaluated as per quote and delivery period. The Contract will comprise the item(s) awarded to the successful tenderer.</p>
2.25	<p>Preferences shall be applied as follows: Not Applicable.</p> <p>The tender is open to all.</p>
2.27.5	<p>The maximum percentage by which quantities may be increased is: 10%</p> <p>The maximum percentage by which quantities may be decreased is: 10%</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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

- 3.5.1 The tenderer shall not, without the 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.
- 3.5.2 The tenderer shall not, without the Commission’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Commission and shall be returned (all copies) to the Commission on completion of the Tenderer’s performance under the Contract if so required by the Commission

3.6 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.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Commission.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Commission may reject the equipment's , and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Commission.
- 3.8.4 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.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

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

3.9.1 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 its 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)	The Purchaser is: Independent Electoral and Boundaries Commission (IEBC) Independent Electoral and Boundaries Commission (IEBC), Anniversary Towers, University Way, Fifth Floor; P O Box 45371-00100; Email: procurement@iebc.or.ke; Website: www.iebc.or.ke
3.10	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	The insurance coverage shall be as specified in the Incoterms. If not in accordance with Incoterms, insurance shall be as follows: The supplier shall cover the goods insurance up to delivery to the Commission.
3.12	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: On Delivery: 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.
3.13	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
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
3.8	The inspections and tests shall be: Shall be carried out by the IEBC Inspection and Acceptance Committee or as determined by the Commission Secretary.
3.8.2	The inspections and tests shall be conducted at: IEBC designated offices or warehouses
3.8.3	The period for repair or replacement shall be: 5 days.
3.8.5	The period of validity of the Warranty shall be: One Year

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.
- 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

No.	Subject	Criteria	Mandatory Requirements	Pass or Fail.
1.	Legal	Capacity to enter into Contract.	Must submit a Copy of Certificate of incorporation/Registration	
2.	Ownership	Capacity to enter into Contract.	Must submit a copy of CR12 for limited company and for Sole proprietor & Partnership companies to provide copies of directors I.D).	
3.	Tax Compliance	Proof of the bidder has fulfilled tax obligations.	Must submit a Copy of a valid tax compliance certificate (Verification will be done through TCC Checker)	
4.	Price validity	The form of tender to be duly filled and signed to confirm prices are valid for 120 days from the tender closing date	Must submit a Duly filled, signed and stamped form of tender	
5.	Ethical and legal history	Proof that the bidder has not been convicted of corruption or fraudulent practices	Must submit a Duly filled, signed and stamped Anti-Corruption Declaration Form.	

At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions in any of the Five (5) mandatory requirements will be eliminated from the entire evaluation process and will not be considered further.

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

No.	Subject	Criteria	Mandatory Requirements	Pass or Fail.
1.	Tender format	Tender document to be downloaded and filled in the format provided.	Must submit an original bid document and a copy of bid document in the format provided	
2.	Pagination/serialization	To ensure pagination and serialization	Tender document MUST be sequentially Paginated/serialized on each page including all the attachments	
3.	Confidential Business Questionnaire	To be dully filled up.	Must submit a Dully filled, signed and stamped Confidential Business Questionnaire	

4.	Price validity	Price schedule to be dully filled & signed. Price quoted shall remain to be the absolute and final price.	Must submit a Dully Filled, signed and stamped the Price Schedule in the format provided.	
5.	Tender Security	To cushion against procurement proceedings risks.	Must submit Tender security of Ksh. 50,000.00 per Lot valid for 120days from the date of tender closing in form of either the following: - (a) cash; (b) a bank guarantee; (c) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or (d) a guarantee issued by a financial institution approved and licensed by	

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

Technical Evaluation

No	Requirement	Evidence (Provide Certified Copies of Documents)	Pass/Fail
1.	Technical capacity	Proof of Re-sale Authorization in the form of Manufacturer Authorization or Dealer's Authorization. Attach Copies of authorization letter/certificate	
		Demonstrate through attaching copies of at least Five (5) LPOs/invoices; certified by a Commissioner of Oaths	
2.	Technical Support	Provide copies of Three (3) C.Vs of technical support personnel in the organization for after sales support	
3.	Financial Capability	Provide copies of audited accounts for last three (3) years i.e. 2017,2018 & 2019; certified by a certified public accountant/auditor	

Financial Evaluation

Financial Evaluation		
	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 Framework Contract will be awarded to the Lowest Evaluated Bidders per Lot to a maximum of 3 bidders per LOT

SECTION VI: SCHEDULE OF REQUIREMENTS

The tenderer shall meet the following specification requirements:

- (a) Undertake to supply and deliver products with specifications as provided in the tender document
- (b) Tenderers are required to submit with their offers the detailed delivery lead times
- (c) Tenderers must indicate warranties provided for each product
- (d) All the dimensions and capacities of the goods to be supplied shall not be less than those required in these specifications;
- (e) Deviations from the basic requirements, if any shall be explained in detail in writing with the offer;
- (f) The Commission reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products;
- (g) All items quoted for and delivered shall be of genuine brand;
- (h) The tenderer shall undertake to provide the items needed.
- (i) The tenderer shall undertake to replace any items which have factory defects;
- (j) Packages shall be intact with original manufacturer seal and shipping marks complete with serial and batch numbers.

SECTION VII: PRICE SCHEDULE FORM

The Tenderer shall fill in the Price Schedule Form under Columns 4 and 5. 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.

Item No.	Description of Goods			No. of printers	Number of Toner/Cartridge per set	Provide Colour Description for each set	Unit Price per Toner/Cartridge
	Printer	Model	Toner/Cartridge No				
LOT 1							
1.	HP Laser jet color pro 400 MFP	HP	305 A	7	4		
2.	HP Laser jet color pro 476 MFP	HP	312A	1	4		
3.	HP Laser jet color 5550 DN	HP	645A	8	4		
4.	HP color Laser jet CP2025	HP	204A	3	4		
5.	HP Laser 3050	HP	12A	6	1		

6.	HP Laser jet 4200 DN	HP	38A	1	1		
7.	HP Laser jet 4250 DN	HP	42A	24	1		
8.	HP Laser jet 9050 MFP	HP	43X	5	1		
LOT 2							
9.	Kyocera FS1920	Kyocera	TK-55 TONER KIT	5	1		
10.	Kyocera TA3050ci	Kyocera TASKalfa	TK 8307	2	4		
11.	Kyocera TA3050ci	Kyocera TASKalfa	TK 8305	1	4		
LOT 3							
12.	Canon C5240i	Canon	C-EXV29	5	4		
13.	Canon C5240i	Canon	MP201	2	1		
	TOTALS			70			

Name of Tenderer:.....

Signature:.....

Stamp:.....

SECTION VIII - STANDARD FORMS

Notes on the Sample Forms

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

	Part 1 –General
1.1	Business Name.....
1.2	Location of Business Premises.....
1.3	Plot No.....Street/Road
	Postal Address..... Tel No. Fax Email.....
1.4	Nature of Business
1.5	Registration Certificate No.....
1.6	Maximum Value of Business which you can handle at any one time – Kshs.....
1.7	Name of your Bankers..... Branch.....
	Part 2 (a) – Sole Proprietor
2a.1	Your Name in Full.....Age.....
2a.2	Nationality Country of Origin
	<input type="checkbox"/> Citizenship Details

Part 2 (b)Partnership				
2b.1	Given details of Partners as follows:			
2b.2	Name	Nationality	Citizenship Details	Shares
	1			
	2			
	3			
	4			
Part 2 (c) – Registered Company				
2c.1	Private or Public			
2c.2	State the Nominal and Issued Capital of Company-			
	Nominal Kshs.			
	Issued Kshs.			
2c.3	Given details of all Directors as follows			
	Name	Nationality	Citizenship Details	Shares
	1			
	2			
	3			
	4			
	5			

	Part 3 – Eligibility Status
3.1	Are you related to an Employee, Committee Member or Board Member of IEBC? Yes / No
3.2	If answer in ‘3.1’ is YES give the relationship.
3.3	Does an Employee, Committee Member, and Board Member of IEBC sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes / No
3.4	If answer in ‘3.3’ above is YES give details.
3.5	Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by IEBC to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes No
3.6	If answer in ‘3.5’ above is YES give details.
3.7	Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES/No
3.8	Have you offered or given anything of value to influence the procurement process? Yes No

3.9	If answer in '3.8' above is YES give details
	I DECLARE that the information given on this form is correct to the best of my knowledge and belief.
	Date Signature of Candidate.....

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

8.3 TENDER SECURITY FORM

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

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

THE CONDITIONS of this obligation are:-

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

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

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

[Authorized Signatories and official stamp of the Bank]

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 AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

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

8.5 PERFORMANCE SECURITY FORM

To IEBC

WHEREAS.....
.....[name of Tenderer] (Herein after called "the Tenderer") has undertaken, in pursuance of Contract No. [Reference number of the contract] dated _____20__ to supply.....

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

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

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

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

[amount of the guarantee in words and figures],

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

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

This guarantee is valid until the ____ day of 20__

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To IEBC

Gentlemen and/or Ladies:

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

.....

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

.....

.....

..... *[Amount of guarantee in figures and words]*.

We, the

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

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

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

Yours truly,

Signature and seal of the
Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 LETTER OF NOTIFICATION OF AWARD

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

To: _____

RE: Tender No. _____

Tender Name _____

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

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

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*)
ofdated the...day of20.....in the matter of Tender
No.....of20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary

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. BoxCode,

of..... (Town), (Nationality), Phone..... E-mail

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

I/We.....

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

Tender Name

Tender No..... For/or in the subsequent performance of the contract if I/We am/are successful.

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

Authorized Signature.....

Official Stamp.....

Name and Title of Signatory.....