

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION

TENDER DOCUMENT

RESTRICTED TENDER

FOR SUPPLY AND DELIVERY OF FUEL, LUBRICANTS & FUEL CARD SERVICES

TENDER NO.: IEBC/PROC/RT/2/2019/2020

CLOSING DATE: THURSDAY, 13TH FEBRUARY, 2020

11.00AM EAST AFRICAN TIME

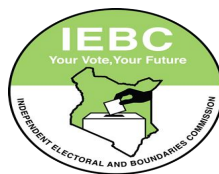
JANUARY, 2020

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

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SECTION I – INVITATION TO TENDER



INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION

TENDER NOTICE

TENDER NO. IEBC/PROC/RT/2/2019/2020 – SUPPLY AND DELIVERY OF FUEL, LUBRICANTS AND SERVICE TO THE IEBC

The Independent Electoral and Boundaries Commission (IEBC) invites sealed tenders for the *Supply and Delivery of Fuel, Lubricants and Fuel Cards* for a period of *two (2) years (2019-2021)*, renewable every year subject to satisfactory performance.

Interested candidates may download the tender document from *the IEBC website: www.iebc.or.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. Samples delivered after the closing date will be rejected.

Prices quoted for the above tender shall be net inclusive of all taxes, delivery costs and must be expressed in Kenya Shillings and shall remain valid for one hundred and twenty (120) **days** from the closing date of the tender. Tenders must be accompanied by a bid bond of **Kshs. 100,000/-** in the form of a BANK Guarantee from a reputable bank and payable to the IEBC Commission Secretary/CEO.

Completed tender documents are to be enclosed in plain sealed envelopes, clearly marked with the tender number and name and deposited in the Tender Box situated on **5th Floor, Anniversary Towers, Off University Way, Nairobi** or be addressed and posted to:

**COMMISSION SECRETARY/CEO
INDEPENDENT ELECTORAL & BOUNDARIES COMMISSION
P.O BOX 45371-00100, NAIROBI, KENYA**

To be received on or before **13th February, 2020 at 11.00 AM East African Time**

Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend at the **delivery point listed in Annex 1** or as may be advised by the client.

Mr. Marjan Hussein Marjan
Ag. COMMISSION SECRETARY/CEO

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SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is restricted to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the goods for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the Schedule of Requirements Section IV.
- 2.1.2. The Independent Electoral and Boundaries Commission employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Commission to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the COMMISSION, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The tender shall be downloaded from the IEBC website www.iebc.or.ke free of charge
- 2.2.3 The COMMISSION shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form
 - xi) Performance security form
 - xii) Principal's or manufacturers authorization form
 - xiii) Declaration form

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

2.4 Clarification of Documents

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the COMMISSION in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The COMMISSION will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the COMMISSION. Written copies of the Commission response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”
- 2.4.2. The COMMISSION shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

- 2.5.1. At any time prior to the deadline for submission of tenders, the INDEPENDENT ELECTORALAND BOUNDARIES COMMISSION, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the COMMISSION, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

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

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

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

2.8 Form of Tender

- 2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule and FORM OF TENDER shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months) and shall be in accordance with the Public Procurement and Asset Disposal Act (PPADA), 2015
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the COMMISSION within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

- 2.11.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the COMMISSION's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.2 The tender security is required to protect the COMMISSION against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
 - b) Cash.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the COMMISSION as non-responsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the COMMISSION.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the COMMISSION on the Tender Form; or
 - (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i). to sign the contract in accordance with paragraph 30

or

 - (ii). to furnish performance security in accordance with paragraph 31.
 - (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by the COMMISSION, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the COMMISSION as nonresponsive.

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

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly/marketing each **“ORIGINAL TENDER”** and **“COPY OF TENDER,”** as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 Sealing and Marking of Tenders

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

(a) be addressed to the COMMISSION at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE Thursday, 13th February, 2020 at 11:00am East African Time.**

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

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

2.16 **Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the COMMISSION at the address specified under paragraph 2.15.2 no later than **Thursday, 13th February, 2020 at 11:00am East African Time.**

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

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

2.17 **Modification and withdrawal of tenders**

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

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

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

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

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

2.17.6 The COMMISSION shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 **Opening of Tenders**

2.18.1 The COMMISSION will open all tenders in the presence of tenderers' representatives who choose to attend, on **Thursday, 13th February, 2020 at 11:00am East African Time** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 The COMMISSION will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the COMMISSION may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

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

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

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

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

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

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the COMMISSION will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The COMMISSION's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

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

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

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.23 the following evaluation methods will be applied:

(a) *Operational Plan.*

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

(b) *Deviation in payment schedule.*

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

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

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

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23. Contacting the Independent Electoral and Boundaries Commission

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

2.24 Award of Contract

a) Post qualification

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

b) Award Criteria

- 2.24.3 Subject to paragraph 2.29 the COMMISSION will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.4 The COMMISSION reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the COMMISSION's action. If the COMMISSION determines that none of the tenderers is responsive; the COMMISSION shall notify each tenderer who submitted a tender.

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

2.25 Notification of award

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

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

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

2.26 Signing of Contract

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

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

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

2.27 Performance Security

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

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

2.28 Corrupt or Fraudulent Practices

- 2.28.1 The COMMISSION requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 The COMMISSION will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

Instruction to Tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: The tender is restricted to Petroleum Products and Service Providers registered in Kenya who have appropriate and valid accreditation
2.2.2	A complete set of tender documents may be downloaded by interested tenderers <i>free of charge from the Commission's</i> website www.iebc.or.ke . Tenderers who download the tender documents through the websites are advised to registers at the Supply Chain Offices or email their contacts through info@iebc.or.ke before the closing date. The Supply Chain Offices are indicated on Annex 1 as the delivery points.
2.4.1	The request for clarification and the response shall be in writing through the: - The Ag. Chief Executive Officer/Commission Secretary Independent Electoral and Boundaries Commission(IEBC) P.O.Box45371-00100,Nairobi,Tel; 254-20-2796000 www.iebc.or.ke,Email:info@iebc.or.ke
2.9.3	The prices quoted shall be fixed for a period of Two (2) years.
2.10	Particulars of other currencies allowed. None
2.10.1	Prices shall be quoted in Kenya Shillings.
2.11	Documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction; 1. Valid Certificate of Registration/ Incorporation 2. Valid Tax Compliance Certificate
2.11.2	The documentary evidence of the tenderers qualifications proving technical capability necessary to perform the contract. Proof of presence and outlets in over 30 Counties in Kenya
2.12.1	The Tender Security will be 2% of the tender sum and shall be in form of a Bank Guarantee
2.12.2	Particulars of tender security if applicable, Kshs.100, 000 valid for an additional thirty (30) days after the expiry of the tender validity period. i.e. 150 days.
2.12.4	Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank
2.13	Validity of Tenders: Tenders Shall remain valid for 120 days after date of tender opening
2.15.1	The bidders must submit one (1) ORIGINAL TENDER and one (1) COPY of the Tender
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered and received at the Directorate of Supply chain Management Office Room 5 th Floor, Anniversary Towers, Off University Way, Nairobi. The Client shall not be liable for any loss or damage to a tender document
2.18.1	The location of tender opening is as indicated in the letter of invitation to Tender and Annex 1
2.27.2	Award will be based on overall lowest evaluated and most responsive bidder.

i) Preliminary Evaluation (Provide Certified Copies of Documents)		
S/No	Mandatory Requirements	Responsive or Not Responsive
MR 1	Must Submit a copy of certified Registration/Certificate	
MR 2	Must Provide copy of the company's Valid/Current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA).	
MR3	Must provide Evidence of physical registered office (Certified copy of a Valid Single Business Permit related to this line of Business)	
MR 4	Must Submit a completed company's profile using the Confidential Business Questionnaire attached as in appendix 1 to this tender document	
MR 5	Must provide Form of tender duly filled and signed	
MR 6	Must Fill the Price Schedule in the Format provided	
MR 7	Fully operational Fuel Card system	
MR 8	Tenderers must serialize and initialize all pages of the submitted bid	
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.		

ii) Technical Mandatory Requirements		
S/No	Evaluation Attribute	Compliant or None Compliant
1	Written confirmation on Terms Of Payment Of 30 - 45 Days Credit Period on the Firms Letterhead	
2	Duly completed Declaration Form stamped and signed	
3	Proof of presence and outlets in over 30 Counties in Kenya (Indicate number of outlets per County by attaching proof)	
4	Three Recommendation Letters and Three Copies of LPOs or Contracts from different Corporate organizations where you have supplied a similar products	

Non-responsive submissions in any of the Four (4) technical mandatory requirements will be eliminated from the entire process and will not be considered further.

iii) FINANCIAL EVALUATION

This will include the following: -

- A) Confirmation of and Considering Price Schedule Duly Completed and Signed;
- B) Checking that the Tenderer has Quoted Prices Based on Vat Inclusive;
- C) Correction of Arithmetical Errors; and
- D) Conducting a Financial Comparison

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) “The contract” means the agreement entered into between the INDEPENDENT ELECTRICAL AND BOUNDARIES COMMISSION (IEBC) also referred to as the COMMISSION and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the INDEPENDENT ELECTRICAL AND BOUNDARIES COMMISSION (IEBC) under the Contract.
- d) “The INDEPENDENT ELECTRICAL AND BOUNDARIES COMMISSION (IEBC)” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

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

3.3 Standards

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

- 3.5 **Patent Right’s** The tenderer shall indemnify the INDEPENDENT ELECTRICAL AND BOUNDARIES COMMISSION (IEBC) against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

- 3.6 **Performance Security** Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the COMMISSION the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 The proceeds of the performance security shall be payable to the COMMISSION as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the COMMISSION and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
- 3.6.4 The performance security will be discharged by the COMMISSION and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1 The COMMISSION or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The COMMISSION shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the COMMISSION.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the COMMISSION may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the COMMISSION.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

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

3.10 Assignment

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

3.10 Termination for Default

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

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the COMMISSION.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- 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.

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

3.12 Termination of insolvency

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

3.13 Termination for convenience

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

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.6	Specify performance security if applicable: Performance Security will be in the form of a Bank Guarantee of 5% of the Contract sum.
3.8	Specify method of Payments. Payments to be made on monthly basis and within 30 days of submission of invoices
3.9	Specify price adjustments allowed. None
3.8.1	There shall be no advance payments. Payments shall be made within 30 days upon receipt of the invoice(s).
3.9	Any price variation shall be directly proportional to Energy Regulatory Authority Monthly Reviews
3.14	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
3.17	Specify applicable law. Laws of Kenya
	Indicate addresses of both parties. Client: The Commission Secretary/CEO Anniversary Towers, University Way P. O. Box 45371-00100 Nairobi
Other's as necessary	Complete as necessary

SECTION V – SCHEDULE OF REQUIREMENTS

(1) GENERAL

The COMMISSION requires Fuel, Lubricants and Fuel Cards for its motor vehicles operations in all the stations countrywide. Details of the Required Services are provided in section VI– Description of services:-

The contract will be for an initial period of one year renewable for a further two years subject to satisfactory performance. During this period, the successful tenderer will be required to maintain all the required licenses.

(2) SCOPE OF TENDER

The IEBC operates a fleet of two hundred and sixty (260) vehicles in different makes and models spread across the Country and deployed by county/region as follows:

Summary of IEBC Vehicle					
Code	County	No of Vehicles	Code	County	No of Vehicles
0	HQ	123	25	Samburu	3
1	Mombasa	7	26	Trans Nzoia	3
2	Kwale	2	27	Uasin Gishu	2
3	Kilifi	6	28	Elgeyo Marakwet	1
4	Tana River	3	29	Nandi	3
5	Lamu	1	30	Baringo	3
6	Taita Taveta	3	31	Laikipia	2
7	Garissa	7	32	Nakuru	3
8	Wajir	7	33	Narok	2
9	Mandera	5	34	Kajiado	3
10	Marsabit	4	35	Kericho	2
11	Isiolo	4	36	Bomet	5
12	Meru	2	37	Kakamega	3
13	Tharaka Nithi	1	38	Vihiga	3
14	Embu	2	39	Bungoma	4
15	Kitui	3	40	Busia	1
16	Machakos	4	41	Siaya	2
17	Makueni	3	42	Kisumu	4
18	Nyandarua	2	43	Homa Bay	2
19	Nyeri	2	44	Migori	1
20	Kirinyaga	1	45	Kisii	2
21	Murang'a	2	46	Nyamira	2
22	Kiambu	2	47	Nairobi	4
23	Turkana	2		Grand Total	260
24	West Pokot	2			

SECTION VI DESCRIPTION OF SERVICES

The Services involves supply of FUEL, LUBRICANTS and FUEL CARDS services to The IEBC (referred to as the Client) by the successful tenderer (referred to as the Contractor). The contract entails provision of the following:-

- Supply of Fuel and Lubricants to all Commission Vehicles
- Supply of Fuel Cards on the Advice of the Commission, and
- Minor motor vehicle servicing

The provision of the service across the country and under the service contract, the deliverables include supply of:

S/NO	ITEM DESCRIPTION	UNIT	UNIT COST
1.	Super petrol	Ltr.	
2.	Low Sulphur diesel	Ltr.	
3.	Multi-grade petrol engine oils	4 Ltr. can	
4.	SAE 20w/50 15w/50	4 Ltr. can	
5.	Multi-purpose grease	Kg	
6.	Extreme pressure (EP) gearbox oils	20 Ltr. can	
7.	Red grease	Kg	
8.	High melting point grease	Kg	
9.	Extreme pressure oil (EP) 140 – for rear axle	20 Ltr. can	
10.	Brake fluid	Ltr.	
11.	100% synthetic oil (engine)	4 Ltr. can	
12.	Automatic Transmission Fluid (ATF)	4 Ltr. can	
13.	Semi-synthetic oil (petrol engine)	4 Ltr. can	
14.	Multi-grade diesel engine oil	4 Ltr. can	
15.	Fully synthetic diesel engine oil	4 Ltr. can	
16.	Long- drain diesel engine oil	4 Ltr. can	
17.	ATF for CVT transmission	4 Ltr. can	
18.	Long drain engine coolant	Ltr.	
19.	Battery Type	BIN 650	
20.	Battery Type	BIN 100	
21.	Battery Type	BIN 88	
22.	Battery Type	N 70	
23.	Battery Type	N 40	
	TOTAL QUOTED PRICE		

i) **CONTRACT PERIOD**

The Contract period shall be Two (2) years renewable every year subject to satisfactory performance.

ii) **FUELCARDS**

Every Commission vehicle to be assigned a FUEL CARD **not transferable** to any other vehicle and linked to the RFD tag on the vehicle windscreen and odometer readings to recorded to enhance controls. One GENERAL CARD to be assigned to the Commission Appointed Agent (the Transport Manager) to facilitate repairs

iii) **ACCESS TO SERVICE UNDER THE CONTRACT**

Services under the contract to be accessed only through the FUEL CARD unless otherwise authorized. Every driver to produce a fuel card accessed through a PIN for fueling. The General Card will be used to access other services (e.g. minor repairs).

iv) **FUEL CARD AMOUNTS CEILING**

The motor vehicle fueling monthly expenditure ceilings to be capped at Kshs.30, 000.00, loaded at every beginning of the month. Any balance at end month to be ploughed back into the Commission reservoir. Any top-up above the ceiling to be duly authorized.

General Card use to be guided by the motor vehicle inspection report, estimated cost, invoice, requisition, and duly authorized before any repairs can be undertaken.

v) **PAYMENT**

Payments for services rendered in a particular month shall be made by the end of the month. Invoices detailed with normal contract charges are to reach the Director, HR and Administration latest on 25th day of every month to avoid unnecessary delay in paying process.

Invoices covering charges for temporary assignments agreed to be undertaken and not covered in the contract shall be forwarded with other base contract invoices.

vi) **LOGISTICS**

The Commission will make arrangements to access the Contractor(s) **IDENTIFIED** appointed dealers or Service Stations to access the Services under this contract.

vii) **EQUIPMENT**

All Service Stations must be adequately equipped to provide the services under the contract.

viii) **INDEMNITY**

The Contractor(s) shall indemnify and keep indemnified The Client, its servants and agents against loss, of or damage, of property or bodily injury sustained by its servants or agents or any of them by reason of any act omission or neglect of Contractor its servants or agents whilst performing their duties under this Service Agreement **AND THIS** shall include any loss, damage, injury or any consequential or indirect loss sustained by the Client, its servants or agents or third party lawfully by reason of any act of omission or neglect of the Service Provider or its servants or agents.

The Client agrees to indemnify and to hold the Contractor, its agents and employees harmless against all claims, proceedings, damages, costs, expenses and losses arising as a result of Client's negligence.

ix) **CLAIMS**

Notice of all claims by the Government or the Contractor(s) in respect of any loss, damage or injury or consequential or indirect loss, shall be given in writing to the Contractor(s) by the Government giving details of such loss, damage or injury of Consequential or indirect loss within twenty one (21) days after the discovery of such damage, loss or injury.

x) **PROVISION OF STANDARD SERVICE**

The Contractor(s) shall provide services to the acceptable standards in the performance of this Agreement AND poor performance shall be grounds for summary termination of the Agreement without any notice at the sole discretion of the Government.

Frequent and inexcusable delays by the Contractor in the performance of its obligations hereunder shall give rise to sanctions impositions of liquidated damages by the Government.

If at any time during the performance of this Agreement the Contractor encounters conditions affecting provision of services, the Contractor shall immediately and without any delay notify the Client in writing of the Conditions, their cause and duration and possible duration thereto **AND** as soon as practicable the Client shall evaluate the condition and may at its sole discretion waive the Contractor's obligations without the risk of sanctions impositions of liquidated damages and or the summary termination of this Agreement without any notice.

xi) **NOTICE**

Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party or by facsimile transmission or by electronic mail or by telex and shall be deemed to have been received by the addressee within Seven (7) days of posting or 48 hours if sent by facsimile transmission or by electronic mail or telex.

xii) **WAIVER**

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement

SECTION VII- STANDARD FORMS

Notes on standard 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. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **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.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter.
6. **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 COMMISSION.
7. Bank guarantee for advance payment – to be submitted with other tender documents
8. **Declaration form** – to be completed by all tenderers and submitted with the tender documents.

FORM OF TENDER

Date_____

Tender No._____

To.....

.....

[Name and address of COMMISSION]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. _____ *[insert numbers,* the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (COMMISSION).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] _____ *[In the capacity of]*
 Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender No. _____ Page ____ of ____

1	2	3	4
S/No.	Item Description	Unit	Unit Price (Kshs.)
1.	Super petrol	Ltr.	
2.	Low Sulphur diesel	Ltr.	
3.	Multi-grade petrol engine oils	4 Ltr. can	
4.	SAE 20w/50 15w/50	4 Ltr. can	
5.	Multi-purpose grease	Kg	
6.	Extreme pressure (EP) gearbox oils	20 Ltr. can	
7.	Red grease	Kg	
8.	High melting point grease	Kg	
9.	Extreme pressure oil (EP) 140 – for rear axle	20 Ltr. can	
10.	Brake fluid	Ltr.	
11.	100% synthetic oil (engine)	4 Ltr. can	
12.	Automatic Transmission Fluid (ATF)	4 Ltr. can	
13.	Semi-synthetic oil (petrol engine)	4 Ltr. can	
14.	Multi-grade diesel engine oil	4 Ltr. can	
15.	Fully synthetic diesel engine oil	4 Ltr. can	
16.	Long- drain diesel engine oil	4 Ltr. can	
17.	ATF for CVT transmission	4 Ltr. can	
18.	Long drain engine coolant	Ltr.	
19.	Battery Type	BIN 650	
20.	Battery Type	BIN 100	
21.	Battery Type	BIN 88	
22.	Battery Type	N 70	
23.	Battery Type	N 40	
24.	Fuel Cards	Pc	
	TOTAL QUOTED PRICE		

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

CONTRACT FORM

THIS AGREEMENT made the ___ day of ____20___ between..... [Name of procurement entity] of [Country of Procurement entity](Hereinafter called “the COMMISSION”) of the one part and [Name of tenderer] of [City and country of tenderer](Hereinafter called “the tenderer”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the COMMISSION’s Notification of Award.
3. In consideration of the payments to be made by the COMMISSION to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the COMMISSION to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The COMMISSION 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 COMMISSION)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

Part 1 General

Business Name.....

Location of Business Premises

Plot No,Street/Road.....

Postal addressTel No.Fax Email

.....

Nature of Business

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kshs.....

Name of your bankers.....

.....

Branch.....

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p> <p>.....</p>																				
	<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 20%;">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> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 20%;">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> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				

TENDER SECURITY FORM

Whereas[name of the tenderer]

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

[name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

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

[name of COMMISSION](hereinafter called “the COMMISSION”) in the sum of

for which payment well and truly to be made to the said COMMISSION, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this_____ day of 20_____.

THE CONDITIONS of this obligation are:
1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the COMMISSION during the period of tender validity:

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

we undertake to pay to the COMMISSION up to the above amount upon receipt of its first written demand, without the COMMISSION having to substantiate its demand, provided that in its demand the COMMISSION will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[name of the COMMISSION]

WHEREAS.....[name of tenderer]

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

supply.....

[Description services](Hereinafter called “the contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

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

.....

[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the COMMISSION 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 COMMISSION on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding
[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the COMMISSION 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]

LETTER OF NOTIFICATION OF AWARD

Address of IEBC

To: _____

RE: Tender No. _____

Tender Name _____

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER