



INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION

TENDER DOCUMENT

TENDER NO: IEBC/OT/20/01/2020-2021

SUPPLY, INSTALLATION, CONFIGURATION OF ANTIVIRUS SOFTWARE LICENSES (ENTERPRISE SOLUTIONS) AND RENEWAL OF SSL CERTIFICATES.

**CLOSING DATE: THURSDAY 24TH SEPTEMBER, 2020
AT 11.00 AM 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: 16th September, 2020

Tender No. IEBC/OT/20/01/2020-2021

SUPPLY, INSTALLATION, CONFIGURATION OF ANTIVIRUS SOFTWARE LICENSES (ENTERPRISE SOLUTIONS) AND RENEWAL OF SSL CERTIFICATES

- 1.1 The Commission invites sealed bids from eligible service providers for Supply, Installation, Configuration of Antivirus software licenses (Enterprise Solutions) and Renewal of SSL Certificates for a period of three (3) years.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the Supply Chain Office, situated at the IEBC Headquarters on 5th Floor Anniversary Towers Room 525, during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates by downloading free of charge from IEBC Website at www.iebc.or.ke or 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 .
- 1.4 Tenders must be accompanied by a tender security of Ksh50,000 in the form of a BANK Guarantee from a reputable bank or a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the PPRA, payable to the Independent Electoral and Boundaries Commission.
- 1.5 Completed tender documents should be enclosed in plain sealed envelopes, marked with tender reference number and addressed to:
The Ag. Chief Executive Officer/Commission Secretary
Independent Electoral and Boundaries Commission (IEBC) Anniversary Towers,
University Way, Fifth Floor P O Box 45371 - 00100 Nairobi.
Website: www.iebc.or.ke
and be deposited in the Tender Box at the Fifth Floor reception, Anniversary Towers, so as to be received on or before Thursday, 24th September, 2020 11:00 am East African Time
- 1.6 Prices quoted should be net inclusive of all taxes and delivery, in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.7 Tenders will be opened immediately thereafter. The tenderers' representatives may access the tender opening proceedings through electronic means via a link that will be provided to bidders hence tenderers' are encouraged to register with the procuring entity once they download the tender document and provide their email address so as to share the link with them.

Ag. Commission Secretary/CEO

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

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

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Commission, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The tender document shall be issued 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

- (x) Performance security form
- (xi) Principal's or manufacturers authorization form
- (xii) Declaration form

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Commission in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Commission will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Commission. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.4.2. The Commission shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

2.5.1. At any time prior to the deadline for submission of tenders, the Commission, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

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

2.8 Form of Tender

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

2.9 Tender Prices

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

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

2.9.3 The total price quoted by the tenderers shall remain to be the absolute and final price for each year for a period of three (3) years.

2.9.4 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.

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

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

2.9.7 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 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 from a reputable Bank
- b) A guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the PPRA

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 2.26, and furnishing the performance security, pursuant to paragraph 2.27.1.

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 2.26 or
 - (ii) To furnish performance security in accordance with paragraph 2.27.1.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Commission, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Commission as nonresponsive.

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

2.14 Format and Signing of Tender

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

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

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

2.15 Sealing and Marking of Tenders

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

- a) be addressed to the Commission at the address given in the invitation to tender
- b) Bear tender number and name in the invitation to tender and the words: "**DO NOT OPEN BEFORE** Thursday, 24th September, 2020 11:00 am East African Time.

2.15.2 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"

2.15.3 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, 24th September, 2020 11:00 am 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 no later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The Commission may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The Commission shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on Thursday, 24th September, 2020 11:00 am East African Time and in the location specified in the invitation to tender. The

tenderers' representatives may access the opening exercise through electronic means through a link that will be provided to bidders.

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

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

2.19 Clarification of tenders

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

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

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 Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive.

2.20.3 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 affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, 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 non-conformity.

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 2.22 the following evaluation methods will be applied:

(a) **Operational Plan.**

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

(b) **Deviation in payment schedule.**

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

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

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

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

- a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- b) Legal capacity to enter into a contract for procurement

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

2.23. Contacting the Commission

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the Commission on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Commission in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Commission will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, 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

2.24.4 Subject to paragraph 2.24 the Commission will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.5 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.

2.24.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract

award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the Commission pursuant to clause 2.24. 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 2.27.1, the Commission will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

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

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

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

2.27 Performance Security

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

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.28 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Commission may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The Commission requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The Commission will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

Appendix to instructions to tenderers

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Authorized resellers
2.10	Price Quoted shall be in Kenya Shillings
2.11	Particulars of eligibility and qualifications documents of evidence required.
2.12	The tender security is Kshs. 50,000.00(Kenya Shillings fifty thousand only) A bank guarantee in form of bank guaranty/or insurance guarantee approved by the Insurance Regulatory Authority.
2.14.1	The bidders must submit one (1) ORIGINAL bid document and one (1) COPY of the bid document
2.18	Tender will be opened on the same day Thursday, 24 th September, 2020 11:00 am East African Time. Tenderers' representatives who choose to attend in the location specified in the invitation to tender. The tenderers' representatives may access the opening exercise through electronic means through a link that will be provided to bidders.
2.20.2	Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive.
2.24	Particulars of post – qualification if applicable
2.27	Performance security (in form of bank guarantee) equivalent to 10% of the tender sum required Within Thirty (30) days of the receipt of notification of award

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- b) “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.
- c) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- d) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Commission under the Contract.
- e) “The Commission” means the organization sourcing for the services under this Contract.
- f) “The contractor means the individual or firm providing the services under this Contract.
- g) “GCC” means general conditions of contract contained in this section
- h) “SCC” means the special conditions of contract
- i) “Day” means calendar day

3.2 Application

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

3.3 Standards

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

3.4 Patent Right’s

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

3.5 Performance Security

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

3.5.1 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.

3.5.2 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) A bank guarantee.
- b) Such insurance guarantee approved by PPRA.

3.5.3 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.

3.6 Inspections and Tests

3.6.1 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.

3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Commission.

3.6.3 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.

3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

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

3.8 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the Commission'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.

3.9 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. if the tenderer, in the judgment of the Commission has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- c) 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.

3.11 Termination of insolvency

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

3.12 Termination for convenience

3.12.1 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.

3.12.2 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.

3.13 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.

3.14 Governing Language

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

3.15 Force Majeure

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

3.16 Applicable Law.

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

3.17 Notices

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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
2.12.1	The tender security required is Ks.50,000 (Kenya Shillings Fifty thousand only)
2.27.1	10% of tender sum
2.9.3	The total price quoted by the tenderers shall remain to be the absolute and final price for each year for a period of three (3) years.
3.1	The Purchaser is: Independent Electoral and Boundaries Commission (IEBC) Independent Electoral and Boundaries Commission (IEBC), Anniversary Towers, University Way, Fifth Floor; P O Box 45371-00100; Email: procurement@iebc.or.ke; Website: www.iebc.or.ke
3.8	Payment shall be made after successful completion of the assignment and within 30 days after submitting all required documentation to support payment. The documentation includes, Invoice and reports
3.9	No price adjustments allowed
3.14	In case of a dispute between the service provider and the employer, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred for arbitration as per provisions of the Arbitration Act of 1995 before a single arbitrator to be agreed on by the parties and in failure of such an agreement by the Chairperson for the time being of the chartered institute of Arbitrators Kenya branch and any award given shall be final
3.17	Laws of Kenya

4.2 EVALUATION CRITERIA

a) Preliminary Evaluation (Mandatory Requirements)

No.	Mandatory Requirements	Responsive/ Non-Responsive
1.	Must submit a Copy of certificate of incorporation/Registration	
2.	Must submit a Copy of a valid tax compliance certificate	
3.	Must submit a copy of CR12 for limited company and for Sole proprietor & Partnership companies to provide copies of directors I.D)	
4.	Must submit Tender security of Ksh.50,000.00 valid for 120days from the date of tender closing.	
5.	Must submit a Duly filled, signed and stamped form of tender	
6.	Must submit a valid Single business permit	
7.	Must submit a Dully filled, signed and stamped Confidential Business Questionnaire	
8.	Must submit a Duly filled, signed and stamped Anti-Corruption Declaration Form	
9.	Must submit a Dully Filled, signed and stamped the Price Schedule in the format provided.	
10	Must submit an Audited accounts for the latest three years (2017, 2018 and 2019)	
11.	Must submit an appointment letter from manufacturer's as a reseller	
12	Tender document MUST be sequentially Paginated/serialized on each page including all the attachments	

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

b) Technical Mandatory Requirements

S/No	Evaluation Criteria	Requirements	Compliant/Not Compliant
	Technical Features for the Antivirus	Malware Protection	
		Secure e-mail	
		Anti-phishing functionality	
		Application Startup Control	
		Detection of non-malware attacks & ransomware attacks	

S/No	Evaluation Criteria	Requirements	Compliant/Not Compliant
		Application Behavioral Control	
		Memory Exploit Mitigation	
		Reporting, capturing & analysis	
		CPU Utilization(less than 1%)	
		Selective scans	
		Must have PowerShell, script, macro-based behavioral protection, visibility on undetected events	
		Device Control	
		Smartphone Protection	
		Minimal utilization of Computer Resources	
		Automatic & Seamless Updates	
		Easy Deployment And Scalability	
		Reporting	
		Virtualization Support	
		Support for Multiple Platforms (Workstations, Servers)	
		Centralized Management	
		Vulnerability assessment	
		Global Threat Intelligence	
		Web Console and Dashboards	
		Support	
		Warranty: Three (3) years	
2.	Technical features for SSL	Geo-trust true business wildcard SSL certificates supporting 2048-bit, 128-bit and 256- bit encryption.	
		SSL certificate management console	
		Wildcard functionality / unlimited- subdomains	
		Secure a domain and unlimited subdomains.	
		Certificate Valid for three (3) years from date of installation and acceptance	
		Compatible with all major browsers and mobile devices	
		Unlimited server licenses, unlimited free reissues for certificate lifetime.	

S/No	Evaluation Criteria	Requirements	Compliant/Not Compliant
		Free unlimited duplicate certificates (ideal if using multiple server types)	
		Free 24/7 SSL Expert Support.	
		Signature algorithm strength shall be SHA-256 with ECC option.	

At this stage, the tenderer's submission will either be Compliant or non-Compliant to the technical specifications. Bidders must be 100% compliance to the technical specifications indicated above (Provide manufacturer's brochures which must be 100% corresponding to the required specifications as provided in the terms of reference. The non-compliant submission in any of the above mandatory technical requirements will be eliminated and will not be considered further.

c) Technical Evaluation

No.	Criteria	Requirements	Max Scores
1.	Technical specifications	100% Compliance to the technical specifications indicated in this document (Provide manufacturer's brochures which must be 100% corresponding to the required specifications as provided in the terms of reference	50
2	Project implementation plan	Provide detailed project plan for the entire project implementation on a Gantt chart. Provide details of delivery and completion period from the time of receipt of order	6
3	Past performance	Provide at least four (4) LPO/or award letter/or contract Completion certificates for the organization where similar assignment has been successfully undertaken -3 marks for each	12
4	Firm's Experience	Provide proof of firm's existence in providing Supply, Installation, Configuration of Antivirus (Enterprise Solutions) and Renewal of SSL Certificates. Products 10 and above years-8 Marks 5-10 years -4 marks 1-5 years-2marks	8
5	Financial Capacity	Liquidity ratio: • 2:1 ratio Max – 4 points for each year • 1:1 ratio Max – 2 points for each • year Less – 0 point	4
6	References letters	Provide four (4) reference/or recommendation letters for the clients/organization where similar assignment has been undertaken -2 marks per letter	8
7	Technical staff and Qualifications	The bidder should provide at least three (3) CV'S and certificates of Engineers proposed to undertake the assignment-4 Marks for Each	12
	GRAND TOTAL		100

The pass mark required to proceed to the financial evaluation is 75 marks. Bidders who attain 75% and above marks will proceed to the financial evaluation stage. Those who score below 75% will be eliminated at this stage and will not be considered for financial evaluation.

d) Financial Evaluation and Award Criteria

In the financial evaluation, no price adjustments will be allowed.

Prices read out during tender opening will be absolute.

The Bidder who shall be determined as the lowest evaluated bidder after attaining minimum required scores of 75% and above at the technical evaluation stage shall be considered and recommended for award.

SECTION V: TERMS OF REFERENCE

SUPPLY, INSTALLATION, CONFIGURATION OF ANTIVIRUS (ENTERPRISE SOLUTIONS) AND RENEWAL OF SSL CERTIFICATES.

1.0 INTRODUCTION

The Commission requires supply, installation, configuring of enterprise endpoint security antivirus and threat management solutions with validity of three (3) years. The installation of the solutions will be done on the ICT infrastructure operating under VMware, Exchange Server & mailbox, Mobile Devices, Windows OS, Linux OS)

Further the Commission requires renewal of the Geo-Trust Wildcard True Business SSL (Secure Sockets Layer) licenses in order to protect its confidential information, maintain the integrity and reputation of Commission as well as ensuring regulatory compliance. SSL certificates are used to create an encrypted channel between the client and the servers. Transmission of such data across the user and the commission servers require encryption to protect the data.

2.0 SCOPE OF WORK.

The Scope of work is

1. Supply, Installation, Configuration of Enterprise Anti-Virus software licenses to IEBC with a subscription and support period of three (3) years.
2. Supply, Installation, Configuration of the wildcard SSL (Secure Socket layer) certificate of the Commission domains.

2.1 General Requirements for the supplier

1. Must provide technical support and indicate competence in providing the same.
2. Must demonstrate experience in provision of similar services and also their technical ability to manage and support the solution locally.
3. Must also submit along with the written specifications, a brochure of the quoted solution.

3.0 ANTIVIRUS DETAILED TECHNICAL SPECIFICATIONS

Effective security starts with real-time visibility into all activity on all systems, networks, databases, and applications. IEBC therefore requires a solution that enables true, real-time situational awareness and the speed and scale required to identify critical threats, respond intelligently, and ensure continuous compliance monitoring.

Below are the **minimum** technical requirements for the solution. Vendors **MUST** meet or exceed these specifications.

	Features	Minimum Specifications
1.	No. of Users	800
2.	Malware Protection	It must have the latest antivirus engine to protect, block and eliminate all types of malware: viruses, worms, Trojans, bots, zero-day threats, rootkits, ActiveX, scareware and adware. It must be able to prevent unauthorized access to computers by hackers by preventing dialers, key loggers, rootkits, Script blocking, Spyware.
3.	Visibility	Give visibility on attachments per execution and prevent if malicious.
4.	Anti-phishing functionality	Should be able to identify and disable suspicious links and remove any phishing emails.
5.	Application Startup Control	Rules created to allow or deny particular applications as per the IEBC policy Applications groupings based on trust levels of low, high and untrusted.
6.	Application Behavioral Control	Controls file and registry access and how processes are allowed to run.
7.	Memory Exploit Mitigation	Neutralizes zero-day exploits like Heap Spray, SEHOP overwrite, and Java exploits in popular software that have not been patched by the vendor. Detect Malware to prevent infection.
8.	Selective scans	<ul style="list-style-type: none"> ✓ On-access/real time scans ✓ Scheduled scans ✓ Quick & Deep scans ✓ On-demand scans
9.	Device Control:	So as to prevent loss of data due to non-approved device access, the antivirus should be able to restrict a device as per its ID level, connection type or device type.
10.	Efficient	The Antivirus should use minimal computer resources so that it does not affect the user who is working with other applications.
11.	Utilize Minimal Computer Resources:	The antivirus engine should receive updates periodically and update client computers. It should have the following options: <ul style="list-style-type: none"> ✓ Automatic updates ✓ Manual updates ✓ Scheduled updates Reverse updates

	Features	Minimum Specifications
12.	Updating Database Engine:	Must be able to detect most updated malware and non-malware based attacks.
13.	Easy Deployment And Scalable:	<p>Reports should be easily created and report schedules should be generated as required and sent in various formats including e-mail, XML and PDF format.</p> <p>Capture & Analyze</p> <p>Must Be Able to:</p> <ul style="list-style-type: none"> ✓ Record and store the complete data record of every endpoint, even if it is offline ✓ Analyze all endpoint activity against signatures, reputation, and 110+ core behaviors used by attackers ✓ Automatically score and re-prioritizes alerts as suspicious behavior progresses over time
14.	Reporting, capturing analysis &	<ul style="list-style-type: none"> ✓ Should be VMware, ready and certified. ✓ Optimized protection that is Hypervisor agnostic. ✓ Significantly shrink the attack surface by enforcing known good application behavior ✓ Reduce dwell time by leveraging streaming prevention to detect and disrupt attacks ✓ Enforce compliance and governance policies across the data center
15.	Virtualization Support	<p>Should be able to protect different platforms including:</p> <p>Workstations:</p> <ul style="list-style-type: none"> ✓ Windows 10 ✓ Windows 7 ✓ Mac and Linux systems, smartphones, virtual machines, tablets, and servers <p>Servers:</p> <ul style="list-style-type: none"> ✓ Windows 2016 Server, Core, Datacenter, Storage Server, Cluster Server, Small Business Server, Enterprise Server ✓ Windows 2012 Server, Core, Datacenter, Storage Server, Cluster Server, Small Business Server ✓ Windows 2008 Server, Core, Datacenter, Storage Server, Cluster Server, Small Business Server ✓ Windows 2003 Server, Storage Server, Cluster Server, Datacenter, Small Business Server ✓ Windows 2000 Server, Advanced Server, Small Business Server ✓ Debian, Cent OS, RedHat, Oracle Linux ✓ VMware ESX, ESXi <p>Data Center Security: The antivirus should protect the various servers in our network. These include but not limited to;</p> <ul style="list-style-type: none"> ✓ Exchange Server

	Features	Minimum Specifications
		<ul style="list-style-type: none"> ✓ ERP Servers ✓ DHCP servers ✓ SharePoint Servers ✓ Virtual servers (should be VMware Ready)
16.	Centralized Management and single agent	<p>Should provide a centralized solution for deploying, managing and reporting on all physical computers as well as virtual servers and smartphones. Also the type of platform should not matter i.e. Linux, Mac or windows platforms should be managed from a central location.</p> <p>Should have a single agent that can be able to stop more attacks and take back control over commission's endpoints. Consolidate multiple probabilities in the cloud using a single agent, console & data set</p>
17.	Vulnerability Assessment	<p>Automated or scheduled assessment of all devices connected on the network and report the</p> <ul style="list-style-type: none"> ✓ Compliance of all assets on the network as per policy. ✓ Rank, and address violations and vulnerabilities on networked systems and devices.
18.	Protection against non-malware and ransomware attacks	<p>Provide rapid access to the world's largest civilian threat intelligence network.</p> <p>Must be able to stop malware & non-malware attack also the entire event sequence must be analyzed to uncover the threat.</p> <p>Must protect against file less malware attacks</p> <p>Needs to protect against commodity malware, advanced malware, and ransomware</p>
19.	Web Console and Dashboards:	The antivirus should have a local management console, a web console that can be accessed via internet.
20.	Prevention	<p>Prevent attacks that are:</p> <ul style="list-style-type: none"> ✓ Malware-less and file less ✓ Custom blocking behaviors ✓ Behavioral ransomware prevention ✓ Offline protection
21.	Visibility	<ul style="list-style-type: none"> ✓ Process-level visibility ✓ Behavioral threat analytics ✓ Threat source/ root cause
22.	Light Weight & easy	<ul style="list-style-type: none"> ✓ Must be a light agent that consumes less than 1% CPU and 1% disk, deploy in 5 minutes ✓ Minimal administration
23.	Support	<ul style="list-style-type: none"> ✓ Telephone and Email support ✓ Manual and FAQs
24.	Warranty	Three (3) years.

4.0 DETAILED TECHNICAL SPECIFICATIONS FOR SSL CERTIFICATE:

S/No	FEATURES
1	Strong authentication of domain ownership and organization identity
2	The SSL Certificates should secure Multiple domains.
3	The certificates should support 2048-bit, 128-bit and 256-bit encryption
4	SSL certificate management console - The SSL platform should have centralized management and log-in
5	The SSL certificates should be wildcards
6	UC/Subject Alternative Name (SAN) multi-domain support.
7	Validity options - SSL certificate valid for 3 years from date of installation and acceptance.
8	Unlimited server licenses, unlimited free reissues for certificate lifetime
9	Does the management console provide unlimited reissues?
10	Free unlimited duplicate certificates (ideal if using multiple server types)
11	Should be compatible with all major browsers and mobile devices
12	Free 24/7 SSL Expert Support. Free Tier 3 technical support via live chat, email and direct phone lines
13	SSL and Website Security Checker with evaluation reports shall be provided.
14	Setup of alert/notification for expiration of certificates
15	Activated Trustmark and Organization Name should be displayed in the Browser.
16	Data theft protection-The SSL Web server certificate should protect confidential information from interception, hacking and against phishing attacks.
17	The web server ID included with SSL Web Server Certificate should enable visitors (both from Public network as well as Private Network) to verify IEBC Site's authenticity and communicate securely through the SSL encryption.
18	Signature algorithm strength shall be SHA-256 with ECC option.
19	Clickable Secure Site Seal must be present- Free secure site seal
20	Client browsers should display HTTPS with padlock when visiting SSL encrypted sites.

PRICE SCHEDULE FOR SUPPLY, INSTALLATION, CONFIGURATION OF ANTIVIRUS SOFTWARE LICENSES (ENTERPRISE SOLUTIONS) AND RENEWAL OF SSL CERTIFICATES.

NO.	DESCRIPTION	TOTAL AMOUNT (Ksh.)
1.	Supply, Installation, Configuration of Antivirus Software Licenses (Enterprise Solutions) and Renewal of SSL Certificates.	
2.	Supply, Installation, Configuration of the wildcard SSL (Secure Socket layer) certificate of the Commission domains.	
3.	16% VAT	
	GRAND TOTAL AMOUNT	

NOTE. The total price quoted above shall remain to be the absolute and final price for each year for a period of three (3) years.

Tenderer's name (Company) _____

Signature & Rubber stamp _____

Date _____

SECTION VII - STANDARD FORMS

Notes on standard forms

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

VIII Applicable Standard Forms

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

8.1 FORM OF TENDER

Date _____

Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

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

Dated this _____ day of _____ 20
[signature] [In the capacity

Duly authorized to sign tender for and on behalf of _____

8.2 CONTRACT FORM

THIS AGREEMENT made the ___day of ____20__ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part. WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

8.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

	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.....

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

8.4 TENDER SECURITY FORM

Whereas [Name of the tenderer]
(Hereinafter called “the tenderer”) has submitted its tender dated.....[date of
submission of tender] for the provision of
[Name and/or description of the services]

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

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

Of.....having registered office at
[name of procuring entity](Hereinafter called “the Bank”) are bound
unto..... [name of procuring entity](Hereinafter called “the procuring
entity”) in the sum of

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

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified
by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the
Procuring entity during the period of tender validity:

(a)Fails or refuses to execute the Contract Form, if required; or

(b) fails or refuses to furnish the performance security, in accordance with the instructions
to tenderers;

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

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

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To:

[Name of the Procuring entity]

WHEREAS..... [Name of tenderer]

(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____20_____ to Supply.....

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

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

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

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

[amount of the guarantee in words and figures],

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

.....

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

This guarantee is valid until the _____ day of 20.....

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT

To.....
[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount

of.....
[amount of guarantee in figures and words].

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

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

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

Yours truly,
Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

8.7 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE:

Tender

No.....

.....

Tender Name

.....

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

8.8 FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....the above named Applicant(s), of
address: Physical address.....Fax No.....Tel. No.....Email

....., hereby request the Public Procurement Administrative Review
Board to review the whole/part of the above mentioned decision on the
following grounds , namely:-

- 1.
- 2

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

- 1
- 2

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary

8.9 ANTI-CORRUPTION DECLARATION FORM

(Sections 62 of the PPDA, 2015)

I/We/Messrs.....

Of Street, Building, P O Box.....

Contact/Phone/E mail.....

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

I/We.....

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

Tender/Tender No

For or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name of Signatory.....

Title of Signatory.....

Official Stamp.....

8.10 INTEGRITY DECLARATION FORM

(Sections 62 of the PP&AD Act, 2015)

I/We/Messrs.....
Of..... Street/avenue, Building, P. O. 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.....