



## **KENYA RURAL ROADS AUTHORITY**

### **GOK/KFW PROGRAMME FOR IMPROVEMENT OF RURAL ROADS AND MARKET INFRASTRUCTURE IN WESTERN KENYA**

#### **LOT 1: SUPPLY AND INSTALLATION OF OFFICE FURNITURE**

**TENDER No. KeRRA/012/37/4/2018-2019**

**JULY, 2019 (Amended)**

**DIRECTOR (PLANNING, DESIGN &  
ENVIRONMENT)  
KENYA RURAL ROADS AUTHORITY  
P.O. Box 48151-00100  
NAIROBI**

**DIRECTOR GENERAL  
KENYA RURAL ROADS AUTHORITY  
P.O. Box 48151-00100  
NAIROBI**

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## INTRODUCTION

- 1.1 This Standard Tender Document has been prepared for use by public entities in Kenya.
- 1.2 The following general directions should be observed when using the document.
  - (a) Specific details should be furnished in the Invitation to Tender and in the Special Conditions of Contract. The final documents to be provided to the tenderers should not have blank spaces or give options;
  - (b) The Instructions to Tenderers and the General Conditions of Contract should remain unchanged. Any necessary amendments to these parts should be made through the Appendix to Instructions to Tenderers and the Special Conditions of Contract.
- 1.3
  - (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate, and shall indicate any important tender requirements.
  - (b) The Invitation to Tender shall be issued as an advertisement in accordance with the regulations, or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

## SECTION I

## INVITATION TO TENDER



REPUBLIC OF KENYA



KENYA RURAL ROADS AUTHORITY

KfW DEVELOPMENT BANK

### **GERMANY FINANCIAL COOPERATION WITH KENYA (KfW) THROUGH THE KENYA RURAL ROADS AUTHORITY**

### **INTERNATIONAL COMPETITIVE BIDDING (ICB) FOR SUPPLY OF GOODS**

The Government of Kenya has negotiated for financial support from the Government of Germany through KfW Development Bank (KfW), towards the cost of Programme for Improvement of Rural Roads and Market Infrastructure in the four Counties of Western Kenya (Bungoma, Busia, Kakamega, and Vihiga).

The Kenya Rural Roads Authority (KeRRA), the “Authority”, being the Project Executing Agency of the Government of Kenya, intends to apply a portion of the loan to finance the supply of various Office Furniture to its Regional offices in the four Counties.

Consequently, the Authority hereby invites bids from eligible firms for **Supply and Installation of Office Furniture**

The Tender Documents can be downloaded free of charge at KeRRA website [www.kerra.go.ke](http://www.kerra.go.ke) and IFMIS Supplier Portal- [Supplier.treasury.go.ke](http://Supplier.treasury.go.ke) as from 11<sup>th</sup> July, 2019

The mandatory requirements for tendering are as follows: -

- a) Should show proof of manufacturers authorization
- b) Should provide proof of compliance with thresholds specified in the tender documents covering the following: -
  - (i) Similar previous experience
  - (ii) Certificate of incorporation
  - (iii) Bid security
  - (iv) Statements of accounts for the last three (3) years

- (v) Technical staff
- (vi) Declaration of Undertaking
- (vii) Power of Attorney
- (viii) Must have a valid tax compliance certificate (for local firms only)

Adequacy of qualifications will be determined through an evaluation procedure as described in the Instructions to Tenderers.

Prices quoted must include all the Duties and other taxes a Value Added Tax (VAT) of 16% also applies. The prices must remain valid for a minimum period of **120 days**.

Completed tender documents should be put in plain sealed envelopes submitted clearly marked **TENDER FOR SUPPLY OF OFFICE FURNITURE (GOK/KFW)** (and addressed to.

The Director General  
Kenya Rural Roads Authority  
Blue Shield Towers, 6<sup>th</sup> Floor  
P. O. Box 48151-00100  
**NAIROBI, KENYA**

or deposited in the Tender Box on the 6<sup>th</sup> Floor Blue Shield Towers, Hospital Road, Upper Hill, Nairobi, Kenya **on or before 1200 Hours (East African Time) on 27<sup>th</sup> August, 2019.**

Opening of the Bids will take place immediately thereafter (1215Hrs) in the Conference Room, Blue Shield Towers, 6th Floor, in the presence of Tenderers/Representatives who wish to attend.

Each tender must be accompanied by a Bid Bond of Kenya Shillings 50,000.00 only (or the equivalent in another freely convertible currency) in form of a Guarantee from a recognized Bank or Insurance Company valid for at least 120 days from the closing date of tenders.

General information on participation in the invitation to tender in KfW funded projects may be found at the Kenya Rural Roads Authority's website [www.kerra.go.ke](http://www.kerra.go.ke)

The Authority reserves the right to accept or reject any or all tenders without giving reasons thereof and does not bind itself to accept the lowest or any tender.

**DIRECTOR GENERAL**

**KENYA RURAL ROADS AUTHORITY**

## **SECTION II**

## **INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

2.1.1 This invitation for tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements, Section VI.

2.1.2 The Procuring Entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation to Tender.

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.1.5 Tenderers shall submit a signed Declaration of Undertaking. The specimen form is included in Section VIII.

### **2.2 Eligible Goods**

2.2.1 All goods to be supplied under the contract shall not have their origin in countries sanctioned by EU/UN..

2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

### **2.3 Cost of Tendering**

2.3.1 The tenderer shall bear all costs associated with the preparation and submission of its tender, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 Tender Documents shall be downloaded free of Charge from the websites provided in the Instructions to Tenderers.

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set qualification criteria shall be qualified.

## **2.4. Contents of the Tender Document**

2.4.1 The tender document comprises the documents listed below and any amendment issued in accordance with clause 2.6 of these Instructions to Tenderers.

- (i) Invitation to Tender
- (ii) Instructions to Tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of Requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Manufacturer's Authorization Form
- (xii) Confidential Business Questionnaire Form
- (xiii) Declaration of Undertaking

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

## **2.5 Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring Entity in writing or by post at the Procuring Entity's address indicated in the Appendix to Instructions to Tenderers. The Procuring Entity will respond to any request for clarification of the tender documents

which it receives not later than fifteen (15) days prior to the deadline for the submission of tenders prescribed by the Procuring Entity. The Procuring Entity shall clarify all issues raised through an Addendum to the Tender Notice that will be published on the Websites and Print Media.

2.5.2 The Procuring Entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request, to enable the tenderer to make a timely submission of its tender.

## **2.6 Amendment of Documents**

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring Entity for any reason, whether of its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender document by issuing an amendment. The Purchaser shall also promptly publish the addendum on the Purchaser's webpage in accordance with ITT clause 2.3.2

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment through Tender Notices to be published in the Print Media and websites indicated in the Instructions to bidders.

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

## **2.7 Language of Tender**

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

## **2.8 Documents Comprising the Tender**

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

- a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11;



- b) Documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- c) Documentary evidence established in accordance with paragraph 2.13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents;
- d) Tender Security furnished in accordance with paragraph 2.14;
  - a) Any other documents required in the Instructions to Tenderers. Any other documents required in the Instructions to Tenderers.
- (e) The Bidder shall furnish in the Bid Submission Form information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

## **2.8 Alternative bids**

Alternative bids will not be considered.

## **2.9 Tender Forms**

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

## **2.10 Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price (excluding any discounts offered) of the goods it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the Procuring Entity. Value Added Tax (VAT) of 16% of the total quoted price will be added to the total sum to get the tender sum. Goods shall be delivered to respective KeRRA Regional Offices

2.10.3 Prices quoted by the tenderer shall be fixed during the performance of the contract and not subject to variation on any account. A tender submitted with

an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to paragraph 2.22.

## **2.11 Tender Currencies**

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

## **2.12 Tenderer's Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring Entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1.

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring Entity's satisfaction:

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

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

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

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

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

- a) a detailed description of the essential technical and performance characteristic of the goods;
- b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years following commencement of the use of the goods by the Procuring Entity;
- c) a clause-by-clause commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

## **2.14 Tender Security**

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Instructions to Tenderers.

2.14.2 The tender security is required to protect the Procuring Entity against the risk of the Tenderer's conduct which would warrant the security's forfeiture pursuant to paragraph 2.14.8.

2.14.3 The tender security shall be in the form of a unconditional bank guarantee issued by a reputable bank located in Kenya, or a guarantee issued by a

reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring Entity and shall be valid for a period of forty two (42) days beyond the validity period of the tender.

2.14.4 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 shall be rejected by the Procuring Entity as non-responsive, pursuant to paragraph 2.22.

2.14.5 Unsuccessful tenderers tender securities will be discharged or returned as promptly as possible but not later than forty-two (42) days after the expiration of the period of tender validity prescribed by the Procuring Entity.

2.14.6 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.

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the Procuring Entity 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 2.29.2
  - (ii) to furnish the Performance Security in accordance with paragraph 2.30.

## **2.15 Validity of Tenders**

2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the deadline date for submission of tenders prescribed by the Procuring Entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

2.15.2 In exceptional circumstances, the Procuring Entity may solicit the Tenderers' consent to an extension of the period of validity of the tender. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be extended for forty-two (42) days beyond the deadline of the extended validity period. 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. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.16 Format and Signing of Tender

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

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by a written power-of-attorney accompanying the tender. The name and position held by each person signing the authorization must be typed or printed below the signature.

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

## 2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring Entity at the address given in the Invitation to Tender:
- (b) bear the Tender Number and name in the Invitation to Tender and the words, **“DO NOT OPEN BEFORE 1200 HOURS (East Africa Time) ON 27<sup>th</sup> August 2019”**

Any Tender Submitted after the set date and time shall be considered a ‘Late’ Tender and shall not be opened.

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”, or for matching purposes under paragraph 2.19.

2.17.4 If the outer envelope is not sealed and marked as required by paragraphs 2.17.1, 2.17.2 and 2.17.3, the Procuring Entity will assume no responsibility for the tender’s misplacement or premature opening.

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

2.18.1 Tenders must be received by the Procuring Entity at the address specified under paragraph 2.17.2 no later than **1200 Hours (East Africa Time) on 27<sup>th</sup> August, 2019**

2.18.2 The Procuring Entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph (clause) 2.19 in which case all rights and obligations of the Procuring Entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

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

2.19.1 A tenderer may modify or withdraw its tender after submission, provided that written notice, duly signed by an authorized representative, and including a copy of the authorization (the power of attorney), of the modification, including substitution or withdrawal of the tender, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders

2.19.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17.3. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy postmarked not later than the deadline for submission of tenders.

Bids requested to be withdrawn in accordance with 2.19.2 shall be returned unopened to the Bidders

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.8.

2.19.5 The Procuring Entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination. In case of annulment, all Tenders submitted and specifically, Tender Securities, shall be promptly returned to the Tenderers.

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

## **2.20 Opening of Tenders**

- 2.20.1 The Procuring Entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **1200 Hours on 27<sup>th</sup> August, 2019** and at the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 2.20.2 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 Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

- 2.20.3 The Procuring Entity will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring Entity may, at its discretion, ask the tenderer for a clarification of its tender, given a reasonable time for a response. Any clarification submitted by a Tenderer that is not in response to a request by the Procuring Entity shall not be considered. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

- 2.21.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Bid may be rejected. Any effort by a tenderer to influence the Procuring Entity in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

Any effort by a tenderer to influence the Procuring Entity in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

## **2.22 Preliminary Examination**

- 2.22.1 The Procuring Entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether

required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between amounts in words and figures, the amount in words will prevail.

2.22.3 The Procuring Entity 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 tender.

2.22.4 Prior to the detailed evaluation pursuant to paragraph 2.24 the Procuring Entity 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 Procuring Entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## **2.23 Conversion to Single Currency**

2.23.1 Where other currencies are used, to facilitate evaluation and comparison the Procuring Entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

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

2.24.1 The Procuring Entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22.



2.24.2 The tender evaluation committee shall evaluate the tenders within 14 days from the date of opening of the tenders.

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

**2.24.4 Confidentiality**

2.24.4.a) Information relating to the examination, evaluation, and comparison of the bids, and qualification of the Bidders and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communicated to all Bidders.

2.24.5 b) Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, and comparison of the bids, and qualification of the bidders, or contract award decisions may result in the rejection of its Bid.

2.24.6 c) Notwithstanding above, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it shall do so in writing.

**2.25 Preference**

2.25.1 There shall be no preferences during evaluation of tenders

**2.26 Contacting the Procuring Entity**

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

2.26.2 Any effort by a tenderer to influence the Procuring Entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the tenderer's tender.

**2.27 Award of Contract**

**(a) Post-qualification**

- 2.27.1 In the absence of pre-qualification, the Procuring Entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.27.2 The determination will take into account the tenderer's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring Entity deems necessary and appropriate.
- 2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the tenderer's tender, in which event the Procuring Entity will proceed to the next lowest evaluated tender to make a similar determination of that tenderer's capability to perform satisfactorily.

**(b) Award Criteria**

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

## Evaluation criteria

No.	Tender Evaluation Criteria For Supply of Office Furniture
1.	<b>Preliminary Evaluation</b> <ul style="list-style-type: none"><li>i) Bid security worth Kenya Shillings.50,000.00 or equivalent in foreign currency</li><li>ii) Certificate of Incorporation.</li><li>iii) Valid tax compliance certificate (applicable to local tenderers only).</li><li>iv) Fully filled form of tender</li><li>v) Manufacturers authorization</li><li>vi) Declaration of Undertaking</li><li>vii) Power of Attorney</li></ul>
	<b>Detailed Requirements</b>
2.	5 years experience in the supply and installation of computers (the bidder is required to provide evidence in form of 2 Purchase Orders or contracts each worth Kenya Shillings 1million and above (or equivalent in foreign currency) from a reputable firm/s. for both laptops and desktops.)
3.	Reference from three reputable clients.
4.	3 years warranty for laptops and 1 year for desktops.
5.	Provide audited accounts for the last 3 years with an average turnover of at least Kenya Shillings 5 million or equivalent in foreign currency.
6.	Tenderers must meet all the specifications provided under Clause 5.2 for all the Office Furniture Items

### (c) Procuring Entity's Right to Vary Quantities

2.27.5 The Procuring Entity reserves the right at the time of contract award to increase or decrease by a percentage not exceeding 10% the quantity of goods originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

### (d) Procuring Entity's Right to Accept or Reject Any or All Tenders

2.27.6 The Procuring Entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to Letter of Acceptance, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform them of the grounds for the Procuring Entity's action.

## **2.28 Notification of Award**

- 2.28.1 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.
- 2.28.2 The Letter of Acceptance will constitute the formation of the Contract subject to the signing of the Form of Contract by both parties.
- 2.28.3 Upon the successful tenderer's furnishing of the Performance Security pursuant to paragraph 2.30, the Procuring Entity will promptly notify each unsuccessful tenderer and will discharge its tender security, pursuant to paragraph 2.14.

## **2.29 Signing of Contract**

- 2.29.1 At the same time as the Procuring Entity notifies the successful tenderer that its tender has been accepted, the Procuring Entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of Letter of Acceptance unless there is an Administrative Review request.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form (but not earlier than 14 days following the date of Letter of Acceptance), the successful tenderer shall sign and date the contract and return it to the Procuring Entity.

Notwithstanding above, in case signing of the Contract Document is prevented by any export restrictions attributable to the purchaser, to the Country of the purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a Country supplying these products/goods, systems or services, the bidder shall not be bound by its bid, always provided, however, that the bidder can demonstrate to the satisfaction of the purchaser and the KfW that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in Completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract

## **2.30 Performance Security**

- 2.30.1 Within Thirty (30) days of the receipt of Letter of Acceptance from the Procuring Entity, 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 Procuring Entity.

Bidders are free to use any reputable bank acceptable to the purchaser for the purpose of issuing Performance Security without exception the issuing Bank shall have a corresponding bank in the purchaser's Country.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraphs 2.29 or 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring Entity may make the award to the next lowest evaluated tenderer or call for new tenders.

## **2.31 Corrupt or Fraudulent Practices**

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

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

2.31.2 The Procuring Entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

2.31.4 In further pursuance of this policy, Bidders shall permit and shall cause its agents to provide information and permit KfW or an agent appointed by KfW to inspect on site all accounts, records and other documents relating to bid

submission and contract performance (in the case of award), and to have them audited by auditors or agents appointed by KfW.

## **2.32 Appendix to Instructions to Tenderers**

### **Notes on the Appendix to the Instruction to Tenderers**

1. The Appendix to Instructions to Tenderers is intended to assist the Procuring Entity in providing specific information in relation to the corresponding clause in the Instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The Procuring Entity should specify in the Appendix information and requirements specific to the circumstances of the Procuring Entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration:
  - (a) The information that specifies and complements provisions of Section II to be incorporated;
  - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated.
4. Section II should remain unchanged and only amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

## Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS CLAUSE NUMBER	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.5.1	<p>Name of Procuring Entity: Kenya Rural Roads Authority (KeRRA)</p> <p>Address of Procuring Entity: 6<sup>th</sup> Floor Blue Shield Towers, Hospital Road, Upper Hill, P.O. Box 48151-00100, Nairobi, Kenya</p>
2.11.1	Prices shall be quoted in Kenya Shillings or in another freely convertible currency.
2.14.1	The Tender security is <b>Kenya Shillings 50,000.00</b> (or the equivalent in another freely convertible currency).
2.18.1	The deadline for submission of tenders is <b>27<sup>th</sup> August, 2019 at 1200Hours East Africa Time.</b>
2.29.2	A request by an unsuccessful tenderer for review of the procurement procedure regarding alleged irregularities in the award of the contract must be submitted to the Public Procurement Administrative Review Board, Kenya within 7 days of the award of the contract.
2.30	Performance Security will be 5% of the tenderer's tender sum.

## **SECTION III**

## **GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

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

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring Entity for the procurement, installation and commissioning of equipment.

### **3.3 Country of Origin**

3.3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the United Nations,

3.3.2 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

### **3.4 Standards**



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

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

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

### **3.6 Patent Rights**

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

### **3.7 Performance Security**

- 3.7.1 Within thirty (30) days of receipt of Letter of Acceptance, the Supplier shall furnish to the Procuring Entity the Performance Security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 3.7.3 The Performance Security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring Entity and shall be in the form of a bank guarantee issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring Entity, in the form provided in the tender documents.
- 3.7.4 The Performance Security will be discharged by the Procuring Entity and returned to the candidate not later than thirty (30) days following the date of completion

of the Supplier's performance obligations under the Contract, including any warranty obligations, under the Contract

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

### **3.8 Inspection and Tests**

3.8.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract Specifications. The Procuring Entity shall notify the Supplier in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier 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 Procuring Entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring Entity may reject the equipment, and the Supplier shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring Entity.

3.8.4 The Procuring Entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected tested and passed by the Procuring Entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

#### **Inspections and Audit by the KfW**

The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep accurate and systematic accounts and records, in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the KfW and/or persons appointed by the KfW to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and

the submission of the bid, and to have such accounts and records audited by auditors appointed by the KfW if requested by the KfW.

### **3.9 Packing**

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

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

### **3.10 Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by Procuring Entity in its Schedule of Requirements and the Special Conditions of Contract.

### **3.11. Insurance**

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

The cost of insurance shall be borne by the bidder. The transport insurance shall be worth not less than 110% of the contract price.

### **3.12 Payment**

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

3.12.2 Payments shall be made promptly by the Procuring Entity as specified in the Contract.

3.12.3 The currency in which payment is made to the Supplier shall be specified in the Special Conditions of Contract subject to the following general principle:  
“payment shall be made in the currency in which payment has been requested in the tender”.

In the event of any reimbursement, guarantee or similar claimable payments and any insurance payments under this Contract, payment shall be effected as specified in the Special Conditions of Contract.

### **3.13. Taxes and Duties**

- 3.13.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 3.13.2 For goods manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 3.13.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country as specified in the Appendix to the Instructions, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

### **3.13 Prices**

- 3.13.1 Prices charged by the Supplier for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the Supplier in its tender. The prices shall be based on Delivery Duty Paid Inco –Term Basis
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation request shall be processed by the Procuring Entity within 30 days of receiving the request.  
In the event of any reimbursement, guarantee or similar claimable payments and any insurance payments under this Contract, payment shall be effected as specified in the Special Conditions of Contract.

### **3.14. Assignment**

- 3.14.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Entity's prior written consent.

### **3.15 Subcontracts**

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

### **3.16 Termination for Default**

3.16.1 The Procuring Entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate this Contract in whole or in part

- (a) if the Supplier fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity;
- (b) if the Supplier fails to perform any other obligation(s) under the Contract;
- (c) if the Supplier, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

### **3.17 Termination for Convenience**

3.17.1 The Procuring Entity, by written notice sent to the Supplier, may terminate the Contract in whole or in part at any time for its convenience.

3.17.2 Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining goods the Procuring Entity may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices , or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

### **3.18 Liquidated Damages**

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

### **3.19 Resolution of Disputes**

3.19.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

3.19.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, the dispute shall be referred for arbitration by an arbitrator to be appointed by the Chairman of the Kenyan branch of the Chartered Institute of Arbitration.

### **3.20 Language and Law**

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

3.20.2 Change in Laws and Regulation: Unless otherwise specified in the Contract, if after the date of twenty-eight (28) days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.

### **3.21 Force Majeure**

3.21.1 The Supplier 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.

3.21.2. For the purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not be limited to, acts of the Purchaser

in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 3.21.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

## SECTION IV

## SPECIAL CONDITIONS OF CONTRACT

### Notes on Special Conditions of Contract

The clauses in this section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the Procuring Entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complements provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to the provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

The Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict between the General Conditions of Contract and the Special Conditions of Contract, the provisions of the latter herein shall prevail.

CLAUSE REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.7.1	The Performance Security shall be 5% of the tender sum and in the form of a bankers guarantee in favour of Kenya Rural Roads Authority.
3.11.1	The insurance up to delivery of the Goods to the Procuring Entity shall be the responsibility of the Supplier.
3.11.2	Delivery shall be made within 45 days after signing of the Supply Agreement Contract.
3.12.1	Payment is within 60 days from the invoice date. Supplier shall issue an invoice upon delivery, inspection and acceptance of the goods. In case of reimbursement from insurance companies or banks for guarantees, the funds shall be remitted to <b>NIC Bank, Account No 1001255416, for the account of [Kenya Rural Roads Authority (Kenya)]</b>



## **SECTION V**

## **TECHNICAL SPECIFICATIONS**

### **5.1 General**

- 5.1.1 These Specifications describe the requirements for goods. Suppliers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.
- 5.1.2 Suppliers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these Specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the tender, with supporting data such as calculation sheets, etc. The Procuring Entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 Suppliers are requested to present information along with their tenders as follows:
- (i) Shortest possible delivery period of each product
  - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

### **5.2 Particulars**

#### **BUSIA REGION**

1. The dimensions of the Conference Tables are 260×W130× H76cm.
2. The standard seats are high-back leather
3. The standard desk shall be made of made of Scratch resistant Melamine Finish with Wooden Arrowhead or Metal Tubular Base
4. Executive seats to be made of leather

#### **KAKAMEGA**

1. The Dimensions of the Executive desk are 1.2M TA made of Scratch resistant Melamine Finish with Wooden Arrowhead or Metal Tubular Base with drawers
2. The standard office table to be of made of Scratch resistant Melamine Finish with Wooden Arrowhead or Metal Tubular Base
3. Drawers for the metal cabinet shall be Four (4) with a security bar
4. The high glass cabinet shall be a standard three – Door Wooden Cabinet (Mahogany finish with half glass door) measuring (H×W×D) 180×100×40cm.

#### **VIHIGA**

1. The Dimensions of the computer executive desk are Fixed side return table with drawers ,Size: 2200 x 1980 x 750 mm ,Inbuilt power data sockets ,Padded top for writing

#### **BUNGOMA**

2. The Dimensions of the computer executive desk are fixed side return table with drawers ,Size: 2200 x 1980 x 750 mm ,Inbuilt power data sockets ,Padded top for writing
3. The standard chairs are high back leather
4. The dimensions of the filing cabinets are (standard four drawer filing cabinet ,lockable/security bar)

### **SECTION VI**

### **SCHEDULE OF REQUIREMENTS**

Suppliers are required to deliver goods 30 days after receipts of the purchase order at the respective KeRRA Regional Offices.

**SECTION VII****PRICE SCHEDULE FOR OFFICE FURNITURE****1. Busia Region**

S/No.	Item Description	Unit	Qty	Unit Cost (Kshs)	Amount (Kshs)
1	Conference Tables Dimensions 260X W130 X H76cm.	No	2		
2	Standard Seats (Cant- Lever)-leather finish	No	10		
3	Standard Desks(1.2m TA) Scratch resistant Melamine Finish with Wooden Arrowhead or Metal Tubular Base	No	8		
4	Executive leather Seats	No	7		
	<b>Sub Total 1</b>				

**2. Kakamega Region**

S/No.	Item Description	Unit	Quantity (No.)	Unit Price (Kshs)	Amount (Kshs)
1.	Executive Office Table (1.2M TA)-Scratch resistant Melamine Finish Wooden Arrowhead or Metal Tubular Base	No	2		
2.	Executive Low Back Chair-Leather	No	6		
3.	Standard Office Table (1.2m)	No	5		
4.	High Back Chair in Fabric	No	4		
5.	Drawer Metal filing Cabinet (Four drawers with security Bar) size W22×L52	No	3		

6.	Executive Visitor Chair - Leather	No	6		
7.	High Glass Door Cabinet door wooden Cabinet(Mahogany Finish with half glass door) size 180×100×40cm (H×L×D)	No	6		
	<b>Sub Total 2</b>				

Signature of Supplier Date:

### 3. Vihiga Region

S/No.	Item Description	Unit	Qty	Unit Price (Kshs)	Amount (Kshs)
1	High back leather office chair with arms heavy duty 5 star nylon base	No	3		
2	Computer executive Desks size 2200×1980×750mm with fixed side return table with drawers, inbuilt power/data sockets and padded top for writing.	No	3		
	<b>Sub Total 3</b>				

### 4. Bungoma Region

S/No.	Item Description	Unit	Quantity	Unit Price(Kshs)	Amount (Kshs)
1	Computer/Executive Desk size 2200×1980×750mm with fixed side return table with drawers, inbuilt power/data sockets and padded top for writing.	No	3		
2	Chairs (Standard)	No	6		
3	Registry Steel Filing Cabinet (Multi- Shelf) with Four (4) drawers with security Bar size W22×L52	No	1		
	<b>Sub Total 4</b>				

Signature of Supplier Date:

### SUMMARY

County	Amount (Kshs)
Busia (Sub Total 1)	
Kakamega (Sub Total 2)	
Vihiga (Sub Total 3)	
Bungoma (Sub Total 4)	
<b>Sub Total 5 = Sub Total 1+2+3+4)</b>	
Add 16% VAT	
<b>Grand Total (To Form of Tender)</b>	

Signature of Supplier Date:

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

## **SECTION VIII**

## **STANDARD FORMS**

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

1. Form of Tender - The Form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the Procuring Entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the Procuring Entity.
6. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.
7. Letter of Acceptance
8. Declaration of Undertaking
9. Advanced Payment Guarantee, Taxes, Insurances,

## 8.1 FORM OF TENDER

Date: .....

To: .....  
[name and address of Procuring Entity]

Gentlemen and/or Ladies:

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

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by ..... (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. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us subject to signing of the Contract by the parties.

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

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

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

\_\_\_\_\_  
[in the capacity of]

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

## 8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 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 Address ..... Tel No. .... E mail .....

Nature of Business .....

Registration Certificate No. ....

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

Name of your bankers ..... Branch .....

### Part 2 (a) – Sole Proprietor

Your name in full ..... Age .....

Nationality ..... Country of origin ..... Citizenship details .....

### Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
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### Part 2 (c ) – Registered Company



Private or Public

State the nominal and issued capital of company-

Nominal Kshs. ....

Issued Kshs. ....

Given details of all directors as follows

Name	Nationality	Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

Date ..... Signature of Candidate .....

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

### 8.3 TENDER SECURITY FORM

Whereas ..... [*name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated ..... [*date of submission of tender*] for the supply, installation and commissioning of ..... [*name and/or description of the equipment*] (hereinafter called “the Tender”) .....  
KNOW ALL PEOPLE by these presents that WE ..... of ..... having our registered office at ..... (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 tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[*signature of the bank*] (*Amend accordingly if provided by Insurance Company*)

## 8.4 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 Supplier] of ..... [city and country of  
Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS the Procuring Entity invited tenders for certain goods and has accepted a tender  
by the Supplier for the supply of those goods in the sum of

..... [contract price in words and figures] (hereinafter called “the  
Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are  
respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part  
of this Agreement viz:
  - (a) the Tender Form and the Price Schedule submitted by the Tenderer
  - (b) the Schedule of Requirements
  - (c) the Technical Specifications
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of contract; and
  - (f) the Procuring Entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring Entity to the Supplier  
as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide  
the goods 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 Supplier in consideration of the  
provisions of the goods 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 Supplier in the presence of  
\_\_\_\_\_)

## 8.5 PERFORMANCE SECURITY FORM

### Performance Security

**Beneficiary:** *[Kenya Rural Roads Authority, P.O. Box 48151-00100, Nairobi]*

**Date:** *[Insert date of issue]*

**Performance Guarantee No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[Insert name and address of contractor, which in the case of a joint venture shall be the name and address of the joint venture]* (hereinafter called “the Applicant”) has entered into Contract No. *[Insert reference number of the contract]* dated *[Insert contract date]* with the Beneficiary, for the execution of *[Insert object of the contract and brief description of Works]* (hereinafter called “the Contract”). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required for *[Insert percentage in words and figures]* % of the contract price.

Waiving all objections and defences, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary, any sum or sums not exceeding in total an amount of *[Insert guarantee amount and currency in words and figures]*<sup>1</sup> upon receipt by us of the Beneficiary’s first demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for the demand or the sum specified therein.

In the event of any claim under this guarantee, payment shall be effected to *[NIC Bank, Account No 1001255416]*, for the account of *[Kenya Rural Roads Authority (Kenya)]*.

This guarantee shall expire not later than *[Insert expiry date]*<sup>2</sup>.

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

*[As preferred option regarding guarantee rules insert<sup>3</sup>:* This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.]

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Place, date

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Guarantor's authorized signature(s)

## 8.6 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Procuring Entity]* .....

WHEREAS .....[ *name of the manufacturer*]  
who are established and reputable manufacturers of ..... [ *name and/or  
description of the goods*] having factories at ..... [ *address of  
factory*] do hereby authorize ..... [ *name and address of Agent*] to  
submit a tender, and subsequently negotiate and sign the Contract with you against tender  
No. .... [ *Reference of the Tender*] for the above goods manufactured by  
us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the  
goods offered for supply by the above firm against this Invitation for Tenders.

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be  
signed by a person competent.

## 8.7 LETTER OF ACCEPTANCE

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To

Address of Winning Bidder

\_\_\_\_\_  
\_\_\_\_\_

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 DECLARATION OF UNDERTAKING

We underscore the importance of a free, fair and competitive contracting procedure that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present tendering process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the corresponding Guidelines 13.

We also underscore the importance of adhering to environmental and social standards in the implementation of the project. We undertake to comply with applicable labour laws and the Core Labour Standards of the International Labour Organization (ILO) as well as national and applicable international standards of environmental protection and health and safety standards.

We will inform our staff of their respective obligations and of their obligation to fulfil this declaration of undertaking and to obey the laws of the country of [●] (name of country). We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the Client and KfW if this situation occurs at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the Client and/or KfW, the Client shall be entitled to exclude us/the consortium or, if the contract is awarded to our company/the consortium, to immediately cancel such contract if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion from the tender procedure occurs after the Declaration of Undertaking has been issued.

.....

Place, date

.....

Tenderer



## 8.9 APPLICATION FOR REVIEW OF AWARD OF CONTRACT

### FORM RB 1

#### REPUBLIC OF KENYA

#### PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

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

#### REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.et

SIGNED .....(Applicant)

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

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#### FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary