

REPUBLIC OF KENYA



PARLIAMENT OF KENYA THE NATIONAL ASSEMBLY

TENDER DOCUMENT

TENDER NO: NA/08/2019-2020

FOR

**SUPPLY, DELIVERY AND ASSEMBLING OF EXECUTIVE DINING
CHAIRS TO THE NATIONAL ASSEMBLY AS SPECIFIED**

TENDER SUBMISSION DEADLINE:

FRIDAY, 21ST FEBRUARY 2020 AT 11.00AM

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SECTION I: INVITATION TO TENDER

30th January 2020

M/S

P.O. Box
Nairobi
Tel. +

**RE: SUPPLY, DELIVERY AND ASSEMBLING OF EXECUTIVE DINING CHAIRS TO THE NATIONAL ASSEMBLY AS SPECIFIED
TENDER NO. NA/08/2019-2020**

The National Assembly invites interested, eligible and competent firms to submit sealed bids for supply, delivery and installation of Executive Dining Chairs as per the sample and specifications.

Interested and eligible tenderers may download the tender document FREE OF CHARGE from the Parliament website www.parliament.go.ke or the **National Treasury's IFMIS Portal** on: <http://supplier.treasury.go.ke/site/tenders.go/index.php/public/tenders>.

Interested tenderers may obtain further information and view the National Assembly sample from the **Procurement Office on 13th Floor, Protection House, Nairobi**.

Duly completed bid document (original and copy) are to be enclosed in plain sealed envelopes, marked with the **tender number, name** and **as prescribed under this the Tender document** and be submitted to the **Procurement office** or be addressed to:

**The Clerk of the National Assembly,
Parliament of Kenya,
P. O. Box 41842-00100
NAIROBI**

so as to be received on or before **Friday, 21st February 2020 at 11.00am**.

Tenders will be opened immediately thereafter in the presence of the Candidates who choose to attend or their representatives, at **Protection House, 2nd floor, Nairobi at the Junction of Parliament Road and Haile Selassie Avenue, Nairobi**.

Prices quoted should be net inclusive of all taxes for supply, delivery and installation of the furniture items as specified and must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender. Firms should submit a Tender Securing Declaration Form as specified and in the prescribed format.

The National Assembly reserves the right to accept or reject any tender and does not bind itself to accept the lowest or any tender.

CLERK OF THE NATIONAL ASSEMBLY

SECTION II - INSTRUCTIONS TO TENDERERS

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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 National Assembly 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 National Assembly to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

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

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the National Assembly, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price is to be changed for the tender document as specified in the appendix to Instructions to tenderers.
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance to the set qualification criteria shall be considered.

2.4 The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda 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

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 National Assembly in writing or by post at the National Assembly address indicated in the Invitation to Tender. The

National Assembly will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the National Assembly. Written copies of the National Assembly response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the National Assembly, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

- 2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the National Assembly, 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 National Assembly, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising of Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components;
- a) A Tender Form and a Price Schedule completed in accordance with the Tender documents.
 - b) Documentary evidence that establishes that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - c) Documentary evidence that establishes that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
 - d) Tender security furnished as prescribed in the Appendix.

2.9 Tender Forms

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

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the National Assembly.

- 2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 2.10.4 The validity period of the tender shall be 90 days from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 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.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the National Assembly satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined by the Manufacturer.
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the National Assembly satisfaction;
- a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
 - b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1 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 National Assembly ; and
- c) A clause-by-clause commentary on the National Assembly 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 National Assembly 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 National Assembly's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

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

2.14.2 The tender security shall be as specified in the Appendix.

2.14.3 The tender security is required to protect the National Assembly against the risk of Tenderer's conduct which would warrant the security's forfeiture.

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the National Assembly and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured accordingly and shall be rejected by the National Assembly as non- responsive.

2.14.6 Unsuccessful Tenderer's tender security will be discharged or

returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the National Assembly.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract and furnishing the performance security.

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 National Assembly on the Tender Form; or
- b) in the case of a successful tenderer, if the tenderer fails:
 - i. to sign the contract accordingly or
 - ii. to furnish performance security as required.

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the National Assembly. A tender valid for a shorter period shall be rejected by the National Assembly as non responsive.

2.15.2 In exceptional circumstances, the National Assembly 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 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

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

2.16.2 For each bid, the tenderer shall prepare the original and copy of the document as specified. Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL BID or COPY BID**" as appropriate.

2.16.3 Both Bids shall be enclosed in an outer sealed envelope marked "**SUPPLY, DELIVERY AND ASSEMBLING OF EXECUTIVE DINING CHAIRS TO THE NATIONAL ASSEMBLY AS SPECIFIED.**" This outer envelope shall bear the submission Address and other information indicated in the Appendix "A" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"

2.16.4 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-

amended printed literature, shall be initialed by the person or persons signing the tender.

2.16.5 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 National Assembly at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **Friday, 21st February 2020 at 11.00am.**

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

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the National Assembly 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 National Assembly at the address specified no later than **Friday, 21st February 2020 at 11.00am.**

2.18.2 The National Assembly may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents, in which case all rights and obligations of the National Assembly 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 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable,

- telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security.
- 2.19.5 The National Assembly may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The National Assembly 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 National Assembly will open all tenders in the presence of tenderers' representatives who choose to attend, on **Friday, 21st February 2020 at 11.00am** and in the location specified in the Invitation to Tender.
- 2.20.2 The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.20.3 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 National Assembly, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.4 The National Assembly 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 National Assembly may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence the National Assembly in the National Assembly tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

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

- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail.
- 2.22.3 The National Assembly may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, the National Assembly 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 National Assembly 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 National Assembly and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

- 2.23.1 Where other currencies are used, the National Assembly 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 National Assembly will evaluate and compare the tenders which have been determined to be substantially responsive.
- 2.24.2 The Tender Evaluation Committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender as per the qualification requirements set out in technical specifications.
- 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.

2.25 Preference

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%.

2.26 Contacting the National Assembly

2.26.1 No tenderer shall contact the National Assembly 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 National Assembly 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 National Assembly will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer as well as such other information as the National Assembly 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 National Assembly will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.27.4 The National Assembly 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.

(c) National Assembly's Right to Vary quantities

2.27.5 The National Assembly reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

(d) National Assembly's Right to Accept or Reject Any or All Tenders

2.27.6 The National Assembly 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 National Assembly action

2.28 Notification of Award

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

2.28.2 The notification of award will constitute the formation of the contract but will have to wait until the contract is finally signed by both parties.

2.28.3 Upon the successful Tenderer's furnishing of the performance security, the National Assembly will promptly notify each unsuccessful Tenderer and will discharge its tender security.

2.29 Signing of Contract

2.29.1 At the same time as the National Assembly notifies the successful tenderer that its tender has been accepted, the National Assembly will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the National Assembly.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the National Assembly, 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 National Assembly.

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

2.30 Corrupt or Fraudulent Practices

2.30.1 The National Assembly 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 National Assembly , and includes collusive practice among tenderer (prior to or after tender submission)designed to establish tender prices at artificial non-competitive levels and to deprive the National Assembly of the benefits of free and open competition;

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

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<i>OPNE TO ALL ELIGIBLE LOCAL AND COMPETENT SUPPLIERS</i>
2.5.1	<p><i>Any clarification with regard to this tender should be addressed to:</i></p> <p>The Clerk of the National Assembly Parliament of Kenya P. O. Box 41842-00100 NAIROBI</p> <p><i>A copy sample photo is attached to this document but the sample chair can be viewed from the Procurement office on 13th Floor, Protection House Nairobi within normal working hours.</i></p>
2.14.1	Submit a tender securing declaration form as prescribed.
2.17.2	<p>Tenders must be addressed and delivered to:</p> <p>The Clerk of the National Assembly Parliament of Kenya P. O. Box 41842-00100 NAIROBI</p>
2.18.1	<i>The tender submission deadline is on Friday, 21st February 2020 at 11.00am.</i>
2.22.4	EVALUATION CRITERIA (please refer to the technical specifications and qualification requirements under Section V of this Tender document (page 25-27))
2.30.1	<i>No Performance security is required but the goods to be supplied within the required timelines. Failure to deliver within the required timelines shall attract debarment proceedings.</i>

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) "The Contract" means the agreement entered into between the National Assembly 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 National Assembly under the Contract.
- d) "The Procuring Entity" means the organization purchasing the Goods under this Contract and in this case it is the National Assembly.
- e) "The Tenderer" 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 National Assembly for the procurement of executive dining chairs.

3.3 Country of Origin

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the National Assembly 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 National Assembly in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the National Assembly 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 National Assembly and shall be returned (all copies) to the National Assembly on completion of the Tenderer's performance under the Contract if so required by the National Assembly.

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the National Assembly 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 National Assembly country.

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the National Assembly 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 National Assembly as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the National Assembly and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the National Assembly, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the National Assembly and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

3.8 Inspection and Tests

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the National Assembly.

- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the National Assembly may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the National Assembly.
- 3.8.4 The National Assembly 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 National Assembly or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 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 tenderer in accordance with the terms specified by National Assembly in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

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

3.12 Payment

- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.
- 3.12.2 Payments shall be made promptly by the National Assembly as specified in the contract.

3.13 Prices

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

one year (12 months).

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

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

3.14 Assignment

3.141 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the National Assembly prior written consent

3.15 Subcontracts

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

3.16 Termination for default

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

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

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

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

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

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

3.9 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

4.2 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>No Performance security is required but the goods to be supplied within the required timelines. Failure to deliver within the required timelines shall attract debarment proceedings.</i>
3.12.1	<i>Payment terms will be as per the contract to be signed by both parties.</i>
3.18.1	<i>Dispute will be settled as per the laws of Kenya</i>

SECTION V-TECHNICAL SPECIFICATIONS AND QUALIFICATION REQUIREMENTS

A) DETAILED SPECIFICATIONS FOR THE FURNITURE ITEM

FURNITURE DESCRIPTION	DETAILED MINIMUM SPECIFICATION	TOTAL QUANTITY
Executive dining chair	<ul style="list-style-type: none"> • Executive chair without arms. • Design manufacture as per sample. • Carved total solid wood. • Kiln treated dried mahogany timber or its approved equivalent. • Seat fully sprung. • Seat upholstered in fabric. • Fine finishing. • Warranty 5 years. • One sample chair done as per specifications (<i>only firms that fulfill the mandatory requirements will be required to avail this</i>). 	240No.

NB: The supplier's offer must meet or exceed the National Assembly's requirements for the chair or sample.

Below is the sample photo of the executive dining chair required:-



B) FIRM'S SELECTION MINIMUM QUALIFICATION REQUIREMENTS

The tenderers will be evaluated based on the following stages:-

STAGE 1: PRELIMINARY/MANDATORY QUALIFICATION REQUIREMENTS

Tenderers must meet the following:-

- a) Submit clearly marked **one (1) original** and **a copy** of bid document.
- b) Attach certificate of incorporation or registration.
- c) Attach a valid Tax Compliance Certificate.
- d) Attach a valid business permit from the County.
- e) Fully fill the attached mandatory Confidential Business Questionnaire.
- f) Fully filled and stamped Form of Tender.
- g) Fully filled and stamped form of Price Schedule.
- h) Submit a detailed firm's profile and attach Certificate of Incorporation/Registration, VAT and PIN Certificate.
- i) Attach clearly marked colored brochures/photo of executive dining chair the supplier is offering.
- j) Evidence in form of recommendation letters from firm's clients/customers of having supplied similar furniture items of above Kshs. 5,000,000.00 to at least three (3) reputable institutions (The recommendation letters should be supported by a copy of the contract or Local Purchase Order showing the contract values).
- k) Demonstrate the capacity to deliver the furniture items to the National Assembly within thirty (30) working days from the date of the Local Purchase Order/Contract in form of existence of a showroom or an agreement with a manufacturer/ Supplier of a support arrangement in case awarded the tender, tools, adequate personnel).
- l) Well bound, serialized and paginated bid document including all the attachments/supporting documents.

Please note:-

- ❖ *At this stage, the bids will be evaluated on a Yes Or No basis.*
- ❖ *A bid that does not comply with any of the mandatory requirements shall be disqualified from further consideration and evaluation of its bid regardless of their sample and financial offer.*
- ❖ *Only Bid(s) that comply with all the mandatory requirements shall be considered in the subsequent stages of the evaluation.*

STAGE 2: VERIFICATION AND INSPECTION STAGE

This stage may require a bidder providing a physical sample of the offer chair.

a) Supplier capacity to deliver

This stage will involve the Evaluation Committee conducting a visit to the bidder's premises (only those that fulfilled the mandatory requirements) to inspect and assess the bidder's capacity to supply and deliver the items within a short notice and provision of after sale support to the National Assembly.

	REQUIREMENT	PARAMETERS	SCORE
1)	Availability of the supplier items in stock	Evidence in form of an existing warehouse/showroom (attach a copy lease agreement)	3
2)	Colour printed Supplier brochures/photo	Offer in brochures matches with the furniture in stock	2
3)	Reliability	After sales support team in place and availability e.g. number of technical permanent employees, delivery trucks available	2
4)	Assessment of the capacity to supply and install the furniture items within a short time	Evidence of at least three (3) key personnel with technical know-how.	1
		Existence of a showroom or an agreement with a manufacturer/Supplier of a support arrangement in case awarded the tender (attach a copy lease agreement and or an agreement).	1
5)	Existence of a Workshop	Tools and accessories availability or an agreement with a manufacturer/supplier of a support arrangement in case awarded the tender (attach a copy of lease agreement attached).	1
Total score			10

Pass mark =6 points and above.

A firm that scores **less than six (6) points** in this stage shall be disqualified from further evaluation regardless of their financial offer.

b) Sample compliance

The supplier offer must comply 100% with the National Assembly sample or exceed.

A visit to the showroom will be done before award.

	criteria	Max Points	Evaluator's scores					
1.	Availability of the sample in stock	2						
2.	Supplier offer exactly as per the National Assembly's sample	4						
3.	Supplier offer superior than the National Assembly's sample	6						
Total Score		8						
Average								
Pass Mark		6						

A firm that scores less than six (6) points shall be disqualified at this stage regardless of the cost of their bid.

STAGE 3: FINANCIAL STAGE

- ❖ Only bids that will have fulfilled the mandatory requirements, have shown the capacity to supply and install within the timelines as per stage 2 above will have their financial bids evaluated and considered.
- ❖ Evaluation on the financial bid will involve analyzing the following:-
 - ✓ Duly filled Form of Tender and Price Schedule
 - ✓ Identification and recording of the indicated terms of payments, conditions, any exemption clauses etc
 - ✓ Confirmation of the Total Tender Sum.

STAGE 4: RECOMMENDATION STAGE

The technically responsive and lowest in cost bid shall be considered and recommended for the award.

SUMMARIZED EVALUATION CRITERIA STEPS

The evaluation of the bids submitted shall be as follows:-

DOCUMENTATION STAGE

- ❖ **Stage 1:** Evaluation on the preliminary/ mandatory qualification requirements –to be evaluated on 'Yes or No' Basis. Any firm that does not meet any of the requirements will be disqualified from further evaluation.

VERIFICATION AND PHYSICAL INSPECTION STAGE

- ❖ **Stage 2:** Capacity to deliver within the required timelines. The Evaluation Committee will verify the supplier's capacity to deliver the right quality of furniture items within short a duration.
- ❖ Only firms that provide the sample that meets or exceeds the National Assembly's specifications for the sample will be recommended for financial evaluation.

FINANCIAL STAGE

- ❖ **Stage 3:** Only bids that will have fulfilled the mandatory requirements, have shown the capacity to supply and install within the timelines as per stage 2 above will have their financial bids evaluated and considered.

RECOMMENDATION STAGE

- ❖ This will involve the Evaluation Committee analyzing and recommending the technically responsive and lowest in cost supplier (The lowest evaluated bid)

SECTION VI - SCHEDULE OF REQUIREMENTS

1) BACKGROUND INFORMATION

The National Assembly recognizes as follows:-

- a) There are so many suppliers with an interest in manufacturing and supplying furniture items.
- b) There are so many local suppliers who have the capacity to supply manufacture and furniture items but have no necessary support system for assembling the large quantities of the required furniture item within the set timelines or repair breakages or provide warranty.
- c) The furniture market is flooded with different varieties of furniture items from various sources hence the need for the National Assembly to be very specific on the quality of the furniture item it requires supplied hence the need to visit.
- d) The required furniture items should be delivered before April 2020 to allow for assembling, inspection and use and also to process payment to the suppliers before the closure of the current financial year and thereby avoid any pending bill that may arise due to delays.

2) SCOPE OF THE WORKS

The scope of the works involves:-

- a) Supply and delivery of executive dining chairs as per the sample and specifications provided.
- b) The successful bidder is required to keep his or her technical staff available for a period of six (6) months from the date of delivery to assist Parliament Staff members to assemble, install and fit the required furniture items when called upon at no additional cost to Parliament.

3) DURATION OF THE ASSIGNMENT

The successful supplier is required to deliver all furniture items awarded within **thirty (30) working days** from the date of award.

4) DELIVERY TERMS

- a) Due to the urgency of the requirements, the assignment shall commence immediately on receipt of the Local Purchase Order (LPO)/letter of award.

- b) The Client will agree with the successful firm on the final implementation schedule to take care of the urgency above.
- c) The furniture once delivered and assembled will be inspected and certified by the Inspection & Acceptance Committee to ensure they conform to the National Assembly's minimum requirements and only those that conform shall be accepted.

5) PAYMENT TERMS

Payment for the furniture items will be within thirty (30) days credit period, on supply of the items, certification of items as satisfactory and on submission of acceptable invoices, delivery notes and any other supporting document.

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

- A. 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. Must be submitted together with the Price Schedule.
- B. Price Schedule-** 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. Must be submitted together with the Price Schedule.
- C. Confidential Business Questionnaire Form -** This form must be completed by the tenderer and submitted with the tender documents. To be provided in the technical bid.
- D. Tender Security Form -** The tenderer must submit a duly completed tender security form as required.
- E. Manufacturers Authorization Form-**No need to complete this form but must attach brochures of the item on offer instead and a letter from the manufacturer.
- F. Performance Security Form -**The performance security form should not be completed by the tenderers at the time of tender preparation.
- G. 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.

8.1 FORM OF TENDER

Date _____
Tender No. _____

To: _____

[name and address of National Assembly]

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, Delivery and Installation executive Dining Chairs(240No.)** as per the specifications in conformity with the said tender documents for the sum of Kenya shillings

.....
(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 and configure the tablets 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 5% percent of the Contract Price for the due performance of the Contract , in the form prescribed by National Assembly.
- 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 - PRICE SCHEDULE FOR GOODS

FURNITURE DESCRIPTION	ITEM	QUANTITY	UNIT COST (KSHS.)	TOTAL COST (KSHS.)
Executive Dining chairs as per the specifications		240No.		

Signature & Stamp of the tenderer _____

Note:

- a) In case of discrepancy between unit price and total, the unit price shall prevail.
- b) The total cost should be inclusive of the cost of transport, labour and all applicable taxes & duties.
- c) The technically responsive and lowest in cost Bidder shall be considered for award.

8.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants or Tenderers' who choose to participate in this tender)

Name of Applicant(S)

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. **Part 2 (d) to part 2(i) must be filled.**

You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.

Part 1 – General

Business Name:.....Certificate of
Incorporation / Registration No.Location of business
premises:

CountryPhysical address

TownBuilding.....

Floor.....Plot No.

Street / RoadPostal Address

Postal / Country Code.....Telephone No's.....

Fax No's.E-mail address

Website

Contact Person (*Full Names*) Direct / Mobile No's.....

Title Power of Attorney (**Yes / No**)

If **Yes**, attach written document.

Nature of Business (*Indicate whether manufacturer, distributor, etc*)

.....

(Applicable to Local Suppliers Only)		
Local Authority Trading License No.	Expiry Date	
Value	Added	Tax
No.....		

Value of the largest single assignment you have undertaken to date (**US\$/KShs**)

.....

Was this successfully undertaken? **Yes / No**.(If **Yes**, attach reference)

Name (s) of your banker (s)

Branches Tel No's.

Part 2 (a) – Sole Proprietor

Full names

Nationality..... Country of Origin.....

Part 2 (b) – Partnerships

Give details of partners as follows:

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.
2.
3.
4.

Part 2 (c) – Registered Company

Private or public

Company Profile(Attach

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

List of top ten (10) shareholders and distribution of shareholding in the company.

Give details of all directors as follows:-

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.....
2.....
3.....
4.....

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by the National Assembly and any other public or private institutions.

Full Names

Signature

Dated thisday of2020

In the capacity of

Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Criminal Offence

I/We, (Name (s) of Director (s)):-

- a)
- b)
- c)

have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed

For and on behalf of M/s

In the capacity of

Dated thisday of2020.

Suppliers' / Company's Official Rubber Stamp

Part 2 (f) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this assignment:-

- a)
- b)
- c)
- d)

For and on behalf of M/s

In the capacity of

Dated thisday of2020

Suppliers' / Company's Official Rubber Stamp.....

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 supply, installation and National
Assembling 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 National Assembly } (hereinafter called "the National Assembly ") in
the sum of for which payment well and truly to be
made to the said National Assembly , 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 National Assembly during the period of tender validity: fails or refuses to execute the Contract Form, if required; or fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the National Assembly up to the above amount upon receipt of its first written demand, without the National Assembly having to substantiate its demand, provided that in its demand the National Assembly 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)

8.5 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the National Assembly]*

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.

[signature for and on behalf of manufacturer]

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

8.6 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between [name of Procurement entity] of [country of Procurement entity] (hereinafter called "the National Assembly) of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called "the tenderer") of the other part;

WHEREAS the National Assembly invited tenders for certain goods] and has accepted a tender by the tenderer 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 bid document by the successful tenderer
 - b) The Tender Form and the Price Schedule submitted by the tenderer
 - c) The Schedule of Requirements
 - d) The Technical Specifications
 - e) The General Conditions of Contract
 - f) The Special Conditions of contract; and
 - g) The National Assembly Notification of Award
 - h) The Bidder's letter of acceptance
 - i) Acceptable Performance Security
3. In consideration of the payments to be made by the National Assembly to the tenderer as hereinafter mentioned, the tender hereby covenants with the National Assembly to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The National Assembly hereby covenants to pay the tenderer 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 National Assembly
Signed, sealed, delivered by _____ the _____ (for the tenderer in the
presence of _____

8.7 PERFORMANCE SECURITY FORM

To
[name of National Assembly]

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 of goods]
(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 figure] 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 you 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 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.8 SAMPLE DRAFT LETTER OF NOTIFICATION OF AWARD

REPUBLIC OF KENYA



PARLIAMENT OF KENYA THE NATIONAL ASSEMBLY

REFERENCE:

DATE

M/S
P. O. Box
Nairobi

Dear

**RE: SUPPLY, DELIVERY AND INSTALLATION OF ASSORTED FURNITURE ITEMS AS PER THE SPECIFICATIONS
(TENDER NO. NA/08/2019-2020)**

We are pleased to inform you that your bid dated for the Supply and delivery of the executive dining chairs as per the specifications at a Total Cost of **Kenya Shillings** -----only is hereby accepted.

The contract documents are in the course of preparation and you will be called to sign them after fourteen (14) days have elapsed from the date of this letter.

The National Assembly hereby appoints the as the Project Co-ordinator for this assignment and you are requested to make arrangements to contact the Project Co-coordinator on all matters to do with this contract.

Yours faithfully,

CLERK OF THE NATIONAL ASSEMBLY