

# COUNTY GOVERNMENT OF KIAMBU



## DEPARTMENT OF ROADS, TRANSPORT, PUBLIC WORKS AND UTILITIES

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TENDER NAME SUPPLY, DELIVERY AND INSTALATION OF  
OFFICE FURNITURE,

TENDER NO. 854710

**RESERVED FOR WOMEN**

March 2021

Closing date and time 16th March 2021 at 9.00 am

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SECTION I - INVITATION FOR TENDERS

TENDER NAME. TENDER NAME SUPPLY, DELIVERY AND INSTALATION OF OFFICE FURNITURE.

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1.1 Client Department of Roads, Transport, Public Works and Utilities (RTPW&U) invites sealed tenders from eligible Firms for the supply, delivery and installation and testing of office furniture, ict equipment, office equipment fitting and kitchen appliance.

1.2 Interested and eligible Firms may obtain further information from chief office(RTPW&U) and inspect the tender documents from the Client website, Tenders go.ke and supplier.treasury.go.ke.

1.3 A complete set of tender documents may be obtained by interested candidates free of charge from [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) or [www.tenders.go.ke](http://www.tenders.go.ke) or [www.kiambu.go.ke](http://www.kiambu.go.ke)

1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (180) days from tender opening date.

1.5 Completed tender documents are to be uploaded in the ifmis suppliers supplier.treasury.go.ke so as to be received on or before 16<sup>th</sup> March 2021 at 9.00 am

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SECTION II - INSTRUCTION TO TENDERERS

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## 2.1. Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2 Client employees, committee members and board members 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 CLIENT.

2.1.4 Tenderer involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

## 2.2 Cost of Tendering

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

2.2.2 The tender document TO BE DOWNLOADED free of charge from the [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) or [www.tenders.go.ke](http://www.tenders.go.ke) or [www.kiambu.go.ke](http://www.kiambu.go.ke)

2.2.3 Kiambu County Government shall allow the tenderer to review the tender document free of charge before purchase.

## 2.3 Contents of Tender Document

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of services
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form

- (x) Tender security Form
- (xi) Performance security Form
- (xii) Declaration Form

(xiii) Request for Review Form

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

## 2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may via an sms on the supplier portal will respond in writing to any request for clarification of the tender documents, which it receives not later than five (3) days prior to the deadline for the submission of the tenders. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

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

## 2.5 Amendment of Tender Documents

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

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

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

## 2.6 Language of Tenders

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

## 2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

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- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable) (d) Declaration Form.

## 2.8. Form of Tender

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

## 2.9. Tender Prices

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

## 2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

## 2.11. Tenderers Eligibility and Qualifications

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

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to Client satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## 2.12. Tender Security

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

2.12.2 The tender security is required to protect the Client against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7



- a) 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.

2.12.3 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by Client non-responsive, pursuant to paragraph 2.20.5

2.12.4 The bid security shall be in the form of unconditional bank guarantee from a reputable bank selected by the bidder and located in Kenya. The format of the bank guarantee

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shall be in accordance with bid security included in Section 3. The bid security shall remain valid for a period of thirty (30) days beyond the original validity period for the bid, and beyond any period of extension subsequently requested.

2.12.5 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

2.12.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity.
- (b) If the tenderer reject correction of an arithmetic error in the tender.
- (c) in the case of a successful tenderer, if the tenderer fails:
  - (i) To sign the contract in accordance with paragraph 2.29 or
  - (ii) To furnish performance security in accordance with paragraph 2.30.

2.13. Validity of Tenders .

2.13.1 Tenders shall remain valid for 180 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected as nonresponsive.

2.13.2 In exceptional circumstances, Client may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

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

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

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## 2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall be returned as per the prescribed format above, no hard copy submission. Any tenderer who submits a hand copy of the tender document shall not be evaluated, they bid will be returned.

## 2.16. **Deadline for Submission of Tenders 16<sup>th</sup> March 2021 at 9.00 am**

- 2.16.1 The department may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

## 2.17. Modification and Withdrawal of Tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by CLIENT department of RTPW&U prior to the deadline prescribed for submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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## 2.18. Opening of Tenders

- 2.18.1 Client will open all tenders in the presence of tenderers' representatives who choose to attend, at the Closing date and time indicated on tender notice and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance. The **opening exercise will be carried out at Thika sub county chambers immediately after tender closing date and time.**

2.18.2 The Employer may, at his discretion, extend the deadline for the submission of bids through the issue of an Addendum in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

2.18.3 CLIENT will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## 2.19 Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders Client 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.

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

## 2.20 Preliminary Examination and Responsiveness

2.20.1 Client 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.

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

2.20.3 Client may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, CLIENT 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

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terms and conditions of the tender documents without material deviations Client's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

## 2.21. Conversion to single currency

2.21. All quotes must be in Kenya Shilling.

## 2.22. Evaluation and Comparison of Tenders

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

2.22.1 Evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) Operational plan proposed in the tender;

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

2.22.3 Pursuant to paragraph 2.22.2, the following evaluation methods will be applied.

(a) Operational Plan

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

(a) Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price.

Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. CLIENT may consider the alternative payment schedule offered by the selected tenderer.

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

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## 2.23. Contacting ,Chief officer

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

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

## 2.24 Post-qualification

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as Client deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event Client will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## 2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 Client will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract award, the tenderer shall have the following:-

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

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.

(d) Shall not be debarred from participating in public procurement.

## 2.26. Procuring entity's Right to accept or Reject any or all Tenders

2.26.1 Client 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 Client action.

2.26.2 Client 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.

2.26.3 A tenderer who gives false information in the tender document about is 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.

## 2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, Client will notify the successful tenderer in writing that its tender has been accepted. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and client pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 client will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## 2.28 Signing of Contract

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

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

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award BUT not before expiry of 14 days unless there is an administrative review request.

## 2.29 Performance Security

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to Client.

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

## 2.30 Corrupt or Fraudulent Practices

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

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2.30.2 client 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

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

## Appendix to instructions to Tenderers

The following information for the supply and delivery of office furniture shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict

between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

(I) Provisions of Appendix to instructions to Tenderers

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1.1 Eligible Tenderers	Kenyan Registered Firms
2.10 Tender Currencies	Prices shall be quoted in Kenya Shillings
2.11 Tenderers Eligibility and Qualifications	The Tenderer shall furnish the procuring entity with documentary evidence of financial and technical capability necessary to perform the contract
2.12 Tender Security	Kshs. 50,000/= in form of Bank guarantee and in the format provided in the tender document only
2.13 Validity of Tenders	180 days
2.14.1 Bid submission	Upload at <a href="http://supplier.treasury.go.ke">supplier.treasury.go.ke</a>
2.15.2 (b) State day, date and time of tender closing	Closing date and time 16th March 2021 at 9.00 am
2.16.1 State day, date and time of tender closing	As 2.15.2 (b) above
2.16.3 Bulky tenders	To be uploaded
2.18.1 Opening of Tenders	As 2.15.2 (b) above
2.22. The evaluation criteria	See (II) below

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(II) Criteria of Evaluation

The evaluation criteria will be applied as indicated here below: -

**All documents *MUST* be certified by a Commissioner of Oaths**

1.	MANDATORY REQUIREMENTS	POINTS	
a)	Copy of Certificate of Incorporation/Registration	YES/NO	

c)	Copy of Valid Tax Compliance Certificate or Tax exempt certificate	YES/NO	
e)	Certified copy of CR 12/CR13 Obtained within the last 12 months	YES/NO	
f)	Copy of Current Business License (FY 2020/2021)	YES/NO	
h)	Duly completed, signed and stamped form of tender	YES/NO	
i)	All pages must be sequentially serialized as per the tender notice, signed and stamped by the authorized person/persons	YES/NO	
k)	AGPO Certificate	YES/NO	
l)	Must quote for all the items.	YES/NO	

NB: - Bidders must meet all the mandatory requirements to qualify for technical evaluation.

## TECHNICAL EVALUATION

Evaluation of the following technical information against Tender Requirements and Specifications: -

<b>NO.</b>	<b>EVALUATION ATTRIBUTE</b>	<b>CRITERIA</b>	<b>MAX SCORE</b>
1.	Provide a list of Clients and give references of which the company has supplied similar items in the last 5 years- attach evidence e.g LPO/CONTRACT N/B Award letters not acceptable.	At least 2 Clients, reference and respective LSO/Contract@10 marks	20
2	Compliance with Technical requirements for @Items quoted.	Full compliance, full Score. Non-compliance, no score	20



3	Delivery/ completion period in days after the award of tender.(must be within 28 days after award )	Within 14 days 20 marks Within 28 days 10 marks	20
	TOTAL MARKS	PASS MARK 40	60

Any bidder who attains below 40 marks shall not proceed for financial evaluation

#### FINANCIAL EVALUATION

**Financial evaluation will be based on the lowest evaluated bidder**

#### SECTION VIII - STANDARD FORMS

##### Notes on the standard Forms

1. FORM OF TENDER -The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

2. PRICE SCHEDULE FORM -The price schedule form must similarly be completed and submitted with the tender.

3. Contract Form - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.

4. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.

5. Tender Security Form - As per the tender document the tenderer shall provide tender security in the form included hereinafter.

6. Performance security Form - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to CLIENT.

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### Form of Tender

To: CLIENT

Date .....

Tender No.

Tender Name:

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply, deliver, installation and testing of office furniture, ICT equipment and kitchen appliances client offices under this tender in conformity with the said Tender document 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 for the supply and delivery of office furniture in accordance with the conditions of the tender.

3. 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.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019

\_\_\_\_\_  
[Signature]

[In the capacity of]

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

## PICTORIAL SAMPLE

Executive book shelf no.2



Executive visitors seat (cec/co) no.4



Executive high back orthopedic leather chair (cec /co) no.2



Executive office table No.2



Assistant director's desk no.4



Officers desk no. 3



Officer Orthopedic chairs no.14



Directors tables no.3



Directors Chairs No. 3



Metallic lockable cabinets no.19



Straight Workstation (4 way) 2 sets



Workstation chairs No.8



Executive visitors waiting bay visitors chair

No.2



Visitors waiting bay. No. 3



Directors Conference Tables No.3



Directors conference chairs. No 9





### 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 CLIENT and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to CLIENT under the Contract.

- (d) "CLIENT" means the organization procuring the services under this Contract
- (e) "The Contractor" means the organization or firm providing the services under this Contract.
- (f) "GCC" means the General Conditions of Contract contained in this section.
- (g) "SCC" means the Special Conditions of Contract
- (h) "Day" means calendar day

### 3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not super ceded by provisions of other part of the contract

### 3.3. Standards

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

### 3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without Client prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of CLIENT in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without Client prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of CLIENT and shall be returned (all copies) to CLIENT on completion of the contract's or performance under the Contract if so required by CLIENT.

### 3.5. Patent Rights

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

### 3.6 Performance Security

3.6.1 Within twenty-one (21) days of receipt of the notification of Contract award, the successful tenderer shall furnish to CLIENT the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to CLIENT as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to CLIENT and shall be in the form of Bank guarantee and in the format provided in the tender document only:
- 3.6.4 The performance security will be discharged by CLIENT and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.
- 3.7. Delivery of services and Documents
- 3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by CLIENT in the schedule of requirements and the special conditions of contract
- 3.8. Payment
- 3.8.1. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC
- 3.8.2. Payment shall be made promptly by CLIENT, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor.
- 3.9. Prices
- 3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in Client request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price
- 3.9.4 Price variation requests shall be processed by CLIENT within 30 days of receiving the request.
- 3.10. Assignment
- 3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with Client prior written consent.
- 3.11. Termination for Default
- 3.11.1 CLIENT may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:
- (a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by CLIENT.

- (b) If the Contractor fails to perform any other obligation(s) under the Contract

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- (c) If the Contract in the judgment of CLIENT has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event CLIENT terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the Contractor shall be liable to CLIENT for any excess costs for such similar services. However, the contractor shall continue performance of the contract to extent not terminated.

### 3.12. Termination for Insolvency

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

### 3.13. Termination for Convenience

3.13.1 CLIENT by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination CLIENT may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

### 3.14. Resolution of Disputes

3.14.1 CLIENT and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### 3.15. Governing Language

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

### 3.16. Applicable Law

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

3.17. Force Majeure

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

3.18. Notices

3.1.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.

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

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SECTION IV SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, whether there is a conflict between GCC and the SCC, the provision of SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract.

Reference of general conditions of Contract	Special condition of contract
3.6 Performance Security	A performance security of 5% of the total contract price in the form of a bank guarantee from a

	reputable commercial bank will be required from the winning bidder.
3.7 Delivery of Services	2020/2021 financial year renewable for a further period of one year at sole discretion of CLIENT based on performance.
3.8 Payment	Within 90 days after receipt of Invoice/Debit Notes
3.9 Price Adjustments	Price adjustments shall not be allowed for the entire contract period
3.14 Disputes	In case of a dispute between the purchaser and the supplier and in case of a failure to amicably solve issues, the dispute shall be referred to the adjudication or arbitration in accordance with the laws of Kenya.
3.17 Applicable law	The Laws of Kenya
3.18 Notices	CHIEF OFFICER ROADS TRANSPORT PUBLIC WORKS & UTILITIES KIAMBU COUNTY GOVERNMENT,

## SECTION V - SCHEDULE OF REQUIREMENTS

### Notes for preparing Schedule of Requirements

1. The schedule of Requirements shall be included in the tender documents by Client and shall cover, at the minimum, a description of the supply and delivery of office furniture to be provided and full particulars of the same.
2. The objectives of the schedule of requirements are to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular, the price schedule for which a form is provided in Section VI must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

## **SECTION VI: TECHNICAL SPECIFICATIONS / DESCRIPTION OF SERVICES**

### 5.1 General

5.1.1 These specifications describe the requirements for goods.

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

5.1.3 The tenderers are requested to present information along with their offers as follows:

- i. delivery period is within 28 days of award.

## SECTION VIII - STANDARD FORMS

### Notes on the standard Forms

7. 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.

8. PRICE SCHEDULE FORM -The price schedule form must similarly be completed and submitted with the tender.

9. 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.

10. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.

11. Tender Security Form - As per the tender document the tenderer shall provide tender security in the form included hereinafter. No tender security for special groups.

12. Performance security Form - Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to CLIENT.

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Form of Tender

To: CLIENT

Date .....

Tender No. 854710

Tender Name: SUPPLY AND DELIVERY OF OFFICE FURNITURE FOR CLIENT OFFICES

Gentlemen and/or Ladies:-

6. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver office furniture for CLIENT offices under this tender in conformity with the said Tender document 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.

7. We undertake, if our Tender is accepted for the supply and delivery of office furniture in accordance with the conditions of the tender.

8. 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.

9. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.



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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019

\_\_\_\_\_  
[Signature]

[In the capacity of]

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

## OFFICE FURNITURE

## NEGOTIATION 854710

N O	ITEM	SPECIFICATION	QUANTITY	UNIT COST (kshs)	TOTAL COST (Kshs)
1.	<b>Executive table:</b>  CECM/C. O  Directors  HR/Assistant directors  Officers tables  4 Seater workstation	2.6M long with fixed side return table with one power data socket.  1.8M executive desk fixed side return table with one power data socket L1800 by W1600 by H750mm.  L- Shape single workstation,1200x1200x750  Singe station 1200x1200x750  4 way working station, with 4*3 drawer mobile pedestals & 2 desk screen L2800 * W1400 * H750mm .Colour blue as per sample below.	2 pieces  3 pieces  4 pieces  3 pieces  2 sets		
2.	<b>Office Seats</b>  Executive Chair(CEC/CO)  Executive Visitors seats (CEC/CO)  Visitors seats main reception  All officer's seats  Workstation users  Director's Round conference table seats	High back orthopedic leather chair  Leather seats with Cantilever Base  Heavy duty 3 seater waiting Bench with leatherette padding, color black.  Orthopedic chair ,6349m tilt locking, PU armrest & adjustable height.  Workstation seats. Colour Black  Round conference table seats	2 pieces  4 pieces  1 sets  15  8  9		

3.	<b>Cabinets:</b>  4 Drawer metallic lockable cabinets	4 Drawer lockable vertical filing cabinet with security bar. Central locking mechanism.	19		
4.	<b>Executive book shelf cabinets.</b>	Door wooden book cabinet	2		

5.	<b>Executive Conference table and chairs</b>  <b>Director's Oval conference table</b>	6 seaters Rectangle conference table size 2.8m with 6 pairing seats Medium back, orthopedic, height adjustable, tilt and locking, PU arms.  3 Seater round medium size wooden conference table with pairing 9 Medium back seats, orthopedic, height adjustable, tilt and locking, PU arms.	2 sets  3 sets		
6	<b>Coat hanger</b>	solid wood mahogany with chrome pipe	2 pieces		
TOTAL COST					

### Notes

- a) All furniture in a given office must be of matching colours (The office table, shelf, conference table and coat hanger if any)
- b) All office chair must be black in colour.