



KENYA NATIONAL BUREAU OF STATISTICS  
P.O.BOX 30266-00100  
NAIROBI

TENDER NO.KNBS/ONT/15/2018-2019

**SUPPLY AND DELIVERY OF ASSORTED  
FURNITURE FOR KNBS OFFICES**

**(RESERVATION FOR YOUTH, WOMEN AND  
PERSONS WITH DISABILITY (PWDs))**

CLOSING DATE: 12<sup>TH</sup> MARCH, 2019 AT  
10:00AM

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**SECTION I: INVITATION TO TENDER**

**TENDER REF. NO.** KNBS/ONT/15/2018 – 2019

**DATE:** 26<sup>TH</sup> FEBRUARY, 2019

**TENDER NAME** SUPPLY AND DELIVERY OF ASSORTED FURNITURE FOR  
KNBS OFFICES

**TARGET GROUP:** RESERVATION FOR YOUTH, WOMEN AND PWDs.

- 1.1 The Kenya National Bureau of Statistics invites sealed tenders from eligible candidates for Supply and Delivery of Assorted Furniture for KNBS Offices.
- 1.2 Eligible Tenderers may obtain further information and inspect/download the Tender Document free of charge from the National Treasury Integrated Financial Management Information System (IFMIS) supplier portal (<https://supplier.treasury.go.ke>) and /or Kenya National Bureau of Statistics website; [www.knbs.or.ke](http://www.knbs.or.ke) under “Tenders” portal.
- 1.3 A complete set of Tender Document(s) can be obtained/purchased by the eligible tenderers at the Procurement Office, KNBS - upon payment of a non-refundable fee of **KShs.1,000.00**. Payment should be made to the Cashier at the Accounts Department at Kenya National Bureau of Statistics. Those who download the document must immediately forward their particulars (i.e. Name & Contacts of Applicant) to email; [procurement@knbs.or.ke](mailto:procurement@knbs.or.ke) for purposes of registration, receiving any other clarifications and/or addendums.
- 1.4 Complete serialized/paginated Bid Documents; **One original** and a **copy** in plain sealed envelopes clearly marked on top with the Tender Reference and Description should be deposited in the **Tender Box** at 1<sup>st</sup> Floor of the Kenya National Bureau of Statistics – Herufi House or be addressed to:-  
**The Director General**  
**Kenya National Bureau of Statistics**  
**P. O. Box 30266-00100,**  
**NAIROBI.**  
so as to be received on or before **12<sup>th</sup> March, 2019 at 10.00 am**
- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **120 days** from the closing date of the tender.

- 1.6 Bid security is **NOT** a requirement for this tender.
- 1.7 Performance Security is **NOT** a requirement for this tender
- 1.8 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Board Room- **Herufi House, 1<sup>st</sup> Floor.**
- 1.9 Bulky tenders can be handed over to KNBS Procurement office for registration and safe keeping till the tender opening date.
- 2.0 Late tenders will NOT be accepted.

**AG. SENIOR MANAGER, PROCUREMENT**  
**FOR: KENYA NATIONAL BUREAU OF STATISTICS**

## 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 as will be specified in the contract document.
- 2.1.2. The Kenya National Bureau of Statistics' employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 59 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Kenya National Bureau of Statistics to provide consulting goods 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 involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **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**

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

2.2.2 This tender document is free of charge if downloaded from our KNBS website: [www.knbs.or.ke](http://www.knbs.or.ke) Hard copies can be purchased from our offices at a fee of Kshs. 1000.00 as detailed in the Invitation to tender.

2.2.3 The Kenya National Bureau of Statistics shall allow the tenderer to review the tender document free of charge before purchase.

## **2.4 Contents of tender documents**

2.4.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to tenders

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

2.5.2 The Kenya National Bureau of Statistics 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 Kenya National Bureau of Statistics, 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.

2.6.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment in writing or by post and such amendment 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 Kenya National Bureau of Statistics, 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 exchanged by the tenderer and the Kenya National Bureau of Statistics, 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.

## **2.8 Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 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 is in accordance with Clause 2.14



## **2.9 Form of Tender**

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the 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 Price schedule the unit prices where applicable and total tender prices of the goods it proposes to provide 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 entity.

2.10.3 Prices quoted by the tenderer shall remain 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, pursuant to paragraph 2.22.

2.10.4 The validity period of the tender shall be 120 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 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Kenya National Bureau of Statistics's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Kenya National Bureau of Statistics' 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 Pursuant to paragraph 2.2 of this section, 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 Kenya National Bureau of Statistics; and
- (c) a clause-by-clause commentary on the Kenya National Bureau of Statistics' 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 item, as well as references to brand names or

catalogue numbers designated by the Kenya National Bureau of Statistics 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 Kenya National Bureau of Statistics' satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

#### **2.14 Tender Security-*NOT APPLICABLE FOR THIS TENDER***

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

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.3 The tender security is required to protect the Kenya National Bureau of Statistics against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

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 Kenya National Bureau of Statistics and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

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 Kenya National Bureau of Statistics.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.27 or
  - (ii) to furnish performance security in accordance with paragraph 2.28

## 2.15 Validity of Tenders

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

2.15.2 In exceptional circumstances, the Kenya National Bureau of Statistics 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 2.14 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 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

## 2.17 Sealing and Marking of Tenders

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

envelopes shall:

(a) be addressed to the Kenya National Bureau of Statistics at the address given in the invitation to tender

(b) Bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE 12<sup>th</sup> March, 2019 at 10.00am**

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

2.17.3 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Kenya National Bureau of Statistics 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 Kenya National Bureau of Statistics at the address specified under paragraph 2.17.2 no later than **12<sup>th</sup> March, 2019 at 10.00 am**

2.18.2 The Kenya National Bureau of Statistics may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Kenya National Bureau of Statistics and candidates previously subject to the deadline will thereafter 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 tender’s is received by the Kenya National Bureau of Statistics prior to the deadline prescribed for the 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, 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, pursuant to paragraph 2.14.7.

2.19.5 The Kenya National Bureau of Statistics 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 Kenya National Bureau of Statistics 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 Kenya National Bureau of Statistics will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00 am on 12<sup>th</sup> March, 2019 at the KNBS Board room**. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.20.3 The Kenya National Bureau of Statistics will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.21 Clarification of tenders**

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

2.21.2 Any effort by the tenderer to influence the Kenya National Bureau of Statistics in the Kenya National Bureau of Statistics' tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender. Comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.22 Preliminary Examination and Responsiveness**

- 2.22.1 The Kenya National Bureau of Statistics will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 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 quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.22.3 The Kenya National Bureau of Statistics may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23, the Kenya National Bureau of Statistics 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 Kenya National Bureau of Statistics' 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 Kenya National Bureau of Statistics and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.23 Conversion to a single currency**

- 2.23.1 Where other currencies are used, the Kenya National Bureau of Statistics will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## **2.24 Evaluation and comparison of tenders.**

2.24.1 The Kenya National Bureau of Statistics will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.19.1 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 Kenya National Bureau of Statistics**

2.26.1 Subject to paragraph 2.21, no tenderer shall contact the Kenya National Bureau of Statistics on any matter relating 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 Kenya National Bureau of Statistics in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

## **2.27 Award of Contract**

### **a) Post qualification**

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

2.27.2 The determination will take into account the tenderer's financial 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 2.12.3, as well as such other information as the Kenya National Bureau of Statistics 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 Kenya National Bureau of Statistics 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 Subject to paragraph 2.29 the Kenya National Bureau of Statistics 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.

**(c) Procuring entity's Right to Vary quantities**

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

**(d) Procuring entity's Right to Accept or Reject Any or All Tenders**

2.27.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to 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 Procuring entity's action

**2.28 Notification of award**

2.28.1 Prior to the expiration of the period of tender validity, the Kenya National Bureau of Statistics 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 pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

## **2.29 Signing of Contract**

- 2.29.1 At the same time as the Kenya National Bureau of Statistics notifies the successful tenderer that its tender has been accepted, the Kenya National Bureau of Statistics will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.29.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Kenya National Bureau of Statistics.
- 2.29.3 The parties to the contract shall have it signed within 14 days from the date of notification of contract award unless there is an administrative review request.

## **2.30 Performance Security - *NOT APPLICABLE FOR THIS TENDER***

- 2.30.1 Within fourteen (14) days of the receipt of notification of award from the Kenya National Bureau of Statistics, 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 Kenya National Bureau of Statistics.
- 2.30.2 Failure of the successful tenderer to comply with the requirement 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 Kenya National Bureau of Statistics may make the award to the next lowest evaluated or call for new tenders.

## **2.31 Corrupt or Fraudulent Practices**

- 2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish

tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

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

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

## 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.

### EVALUATION CRITERIA:

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1	The invitation is Open to eligible tenderers registered by the National Treasury under <b>Youth, Women and Person with Disability (PWDs)</b> .
2.10	<p><b><u>Evaluation and Comparison of Tenders:</u></b></p> <p>The tenders will be evaluated in three stages as follows:-</p> <p><b>A) <u>Stage One: Mandatory Requirements</u></b></p> <ol style="list-style-type: none"><li>1. Duly filled and Signed form of tender.</li><li>2. Evidence of having attended the mandatory <b>pre-bid meeting</b> scheduled to take on <b><i>Wednesday, 6<sup>th</sup> March, 2019 at Real Towers, Upper Hill Area at 10.00am.</i></b> Those that attend shall be required to sign an attendance register and be issued with a signed site visit form/certificate.</li><li>3. Certificate of Registration and /or Incorporation that should be certified by commissioner of oaths.</li><li>4. Valid Tax Compliance Certificate from Kenya Revenue Authority (KRA)</li><li>5. Valid AGPO Certificate from the National Treasury registered under either <b><u>Youth, Women or PWDs Category.</u></b></li><li>6. Trade license and/or Single Business permit issued by relevant government agency that should be certified by commissioner of oaths.</li><li>7. Provide Bank statement for the last six (6) months.</li><li>8. Provide commitment letter to replace damaged furniture before 1 (one) year period;</li><li>9. Attach at least three (3No.) Copies of LPOs/ Contracts documents above <b><u>Kshs. 10,000,000.00</u></b> for each of similar/relevant work done from reputable clients.</li></ol>

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>10. Attach at least three (3No.) Valid Recommendation letters of similar/relevant work done from reputable clients.  <b><u>NB: The source of the recommendation letters should be similar to the LPOs/Contract documents attached.</u></b></p> <p>11. Attach Coloured Brochures/Catalogues clearly indicating all the dimension and size measurements of the furniture showing compliance to KNBS requirements to all the products they intend to supply.</p> <p>12. Evidence in form of a letter from a manufacturer or authorized principal local dealer of furniture items to provide warranty on supplied items and offer after sale support services valid for the year 2019.</p> <p>13. Attach Declaration stating that the firm has NOT been debarred by Public Procurement Regulatory Authority (PPRA).</p> <p>14. Submit a Signed Declaration statement that the firm will not be involved in corrupt or fraudulent practices.</p> <p>15. Must submit a properly filled, signed and stamped Confidential Business Questionnaire in the format provided.</p> <p>16. Provide <b>ONE ORIGINAL</b> and <b>ONE COPY</b> of the tender document properly bound and paginated/serialized/numbered in a sequential manner on all pages and all attachments.</p> <p><b>N/B: ALL THE ABOVE MUST BE MET TO QUALIFY FOR THE 2<sup>ND</sup> STAGE</b></p> <p><b>NB: ~ Candidates that will have passed Mandatory Requirements will have their Technical proposals evaluated.</b></p> <p><b><u>B) STAGE TWO: TECHNICAL EVALUATION</u></b></p> <p>In the technical evaluation stage, only bidders who have been found responsive at the mandatory stage will be evaluated on the following parameters: ~</p> <ol style="list-style-type: none"> <li>1. Tenderers must indicate on the specifications sheets whether the goods offered comply with each specified requirement;</li> <li>2. Proof of warranty period of ONE (1) year.</li> <li>3. Bidders <b>MUST</b> attach Coloured Brochures/Catalogues clearly indicating all the dimension and size measurements of the furniture showing compliance to KNBS requirements to all the products they intend to supply.</li> </ol>

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>4. Delivery period offered in the tender. The delivery period should be as stipulated in the Special Conditions of Contract</p> <p>Candidates that will have passed Technical Evaluation (i.e. those that offered goods as per the brochure submitted and that are compliant with the desired technical specifications) will have their financial proposals evaluated.</p> <p>The pass mark for technical specifications shall be 80%~ see specification schedule provided on page 31 part V</p> <p><b><u>C) STAGE THREE: FINANCIAL EVALUATION</u></b></p> <ul style="list-style-type: none"> <li>• The bidder with the lowest evaluated financial proposal will be recommended for the award of the contract.</li> <li>• Minimum of 30 days credit period is required after delivery, inspection and acceptance of the item.</li> <li>• In case of discrepancy between unit price and total cost, the unit price shall prevail.</li> <li>• If there is a tie on the lowest quoted price between two firms, the firm with the highest technical points will be recommended for award.</li> <li>• Award will be made to the most responsive firm.</li> </ul>
2.11	Tender security NOT applicable to this tender.
2.12	Tenders must be submitted on or before the closing date, not later than <b>12<sup>th</sup> March, 2019 at 10.00 a.m.</b>
2.13	A mandatory pre-bid site visit has been scheduled to take on <b><i>Wednesday, 6<sup>th</sup> March, 2019 at Real Towers, Upper Hill Area at 10.00am.</i></b> Those that attend shall be required to sign an attendance register and be issued with a signed site visit form/certificate.
2.14	The Bureau will open all tenders in the presence of tenderer's representatives, who choose to attend at <b>10.00 a.m. on 12<sup>th</sup> March, 2019</b>
2.15	Performance security will not be required for this tender.

## SECTION III

## GENERAL CONDITIONS OF CONTRACT

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## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

- a) “The contract” means the agreement entered into between Kenya National Bureau of Statistics 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 goods to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Kenya National Bureau of Statistics under the Contract.
- d) “The Kenya National Bureau of Statistics” means the organization sourcing for the goods under this Contract.
- e) “The contractor means the individual or firm providing the goods under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### **3.2 Application**

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

### **3.3 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 Kenya National Bureau of Statistics 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 Kenya National Bureau of Statistics 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 Kenya National Bureau of Statistics 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 Kenya National Bureau of Statistics and shall be returned (all copies) to Kenya National Bureau of Statistics on completion of the Tenderer's performance under the Contract if so required by Kenya National Bureau of Statistics.

### 3.6 Patent Right's

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

### 3.7 Performance Security - ***NOT APPLICABLE FOR THIS TENDER***

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Kenya National Bureau of Statistics the performance security where applicable in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Kenya National Bureau of Statistics 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 Kenya National Bureau of Statistics and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee from insurer's as approved by the Authority.
- d) Letter of credit.

3.7.4 The performance security will be discharged by the Kenya National Bureau of Statistics and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.8 Inspections and Tests**

3.8.1 The Kenya National Bureau of Statistics or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Kenya National Bureau of Statistics 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 on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Kenya National Bureau of Statistics.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Kenya National Bureau of Statistics may reject the goods, and the tenderer shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to the Kenya National Bureau of Statistics.

3.8.4 Kenya National Bureau of Statistics' 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 item having previously been inspected, tested and passed by Kenya National Bureau of Statistics or its representative prior to the item 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 Kenya National Bureau of Statistics 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 Kenya National Bureau of Statistics 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 Kenya National Bureau of Statistics within 30 days of receiving the request.

### **3.14. Assignment**

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with Kenya National Bureau of Statistics prior written consent

### **3.15 Subcontracts**

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

### **3.16 Termination for default**

3.16.1 Kenya National Bureau of Statistics 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 period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of Kenya National Bureau of Statistics has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event Kenya National Bureau of Statistics terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, item similar to those undelivered, and the tenderer shall be liable to Kenya National Bureau of Statistics 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 Kenya National Bureau of Statistics 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 Kenya National Bureau of Statistics 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.

### **3.19 Language and Law**

- 3.19.1 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, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

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

### **1. Standards (GCC 3.3)**

- GCC 3.3
- (i) No tender document will be accepted after the official closing time as specified on the advertisement and tender documents.
  - (ii) Tenderers' are required to indicate the after sales service
  - (iii) The proposal submitted will be evaluated by the Bureau Tender Evaluation Committee with reference to the tender specifications.
  - (vi) Quantities indicated in the Tender document will all be procured.

### **2. Use of contract documents and information (GCC 3.5)**

GCC 3.5 (i) Tenderers should note that no substitution, alteration, change of format or modification to the standard tender documents is allowed. Tenderers are only allowed to add any other relevant additional to the documents. Any tenderer who doesn't adhere to this condition will automatically be disqualified.

### **3. Performance Security (GCC 3.7)**

GCC 3.7.1 (i) Performance Security will not be required for this tender

### **4. Inspection and Tests (GCC 3.7)**

GCC 3.7.1 (i) The Bureau may carry out inspection and tests by visiting the premises/Go downs to ascertain the accuracy of the information given in the tender documents, capacity and capability of the tenderers and confirm whether the items quoted conform to the contract specification.

### **5. Insurance (GCC 3.11)**

GCC 3.11.1 The supplier will cover all Risks for any consignment expenses of the goods until they are accepted by the KNBS.

## 6. Payment (GCC 3.8)

**GCC. 3.8.1** 100% of the contract sum shall be made to the tenderer in full within thirty (30) days after delivery of the items and upon satisfactory performance of the items supplied.

## 7. Prices (GCC 3.9)

- GCC 3.9.1**
- (i) Prices must remain firm and fixed
  - (ii) Prices must remain valid for 120 days after closing of tender
  - (iii) Prices quoted must be inclusive of all Government taxes and delivery charges to KNBS Stores and the respective counties as indicated in the schedule of requirement/price schedule.
  - (iv) Price quoted must be as per our **“Unit of issue”**

## 8. Liquidated damages (GCC 3.10)

- GCC 3.10.1** (i) If the tenderer fails to deliver the items within the period specified in the contract, KNBS shall without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of delivered price of the delayed items up to a maximum deduction of 10% the delayed goods.

I/we hereby certify that I/we have read the special conditions of contract (Section IV), confirm that I/we have understood and I/we shall abide by them.


Tenderers Name.....

Date.....


Signature.....

Official Rubber Stamp...


## SECTION V – TECHNICAL SPECIFICATIONS FOR SUPPLY AND DELIVERY OF ASSORTED FURNITURE


No	Description	Specification	Qty	Tenderers Remarks/Compliance
1.	DGs Executive desk 	<ul style="list-style-type: none"> <li>✓ Executive desk on panel legs made of polished veneered melamine board top and panels and side return</li> <li>✓ Desk complete with cable management tray, grommets and modesty panel &amp; a credenza.</li> <li>✓ Size: 2200* 900* 760mm.</li> <li>✓ 3 drawer mobile pedestal</li> <li>✓ Supplied on castors meaning they can be used at either side of the desk.</li> <li>✓ Mobile pedestal fits under desk</li> <li>✓ 3 Drawer mobile Pedestal with 4 wheels underneath</li> <li>✓ Central lock at top drawer.</li> </ul>	1	
2.	Board Chair/Directors Desks	<ul style="list-style-type: none"> <li>✓ Executive desk on panel legs made of polished veneered melamine board top and panels panels.</li> <li>✓ Desk complete with cable management tray,</li> </ul>	6	





No	Description	Specification	Qty	Tenderers Remarks/Compliance
		<ul style="list-style-type: none"> <li>grommets and modesty panel &amp; a credenza.</li> <li>✓ To measure 2000* 900* 760mm.</li> <li>✓ 3 drawer mobile pedestal</li> <li>✓ Supplied on castors meaning they can be used at either side of the desk.</li> <li>✓ Mobile pedestal fits under desk</li> <li>✓ 3 Drawer mobile Pedestal with 4 wheels underneath</li> <li>✓ Central lock at top drawer.</li> </ul>		
3.	Senior Managers Desks	<ul style="list-style-type: none"> <li>✓ Executive desk on panel legs made of polished veneered melamine board top and panels</li> <li>✓ Desk complete with cable management tray, grommets and modesty panel &amp; a credenza.</li> <li>✓ To measure 1800* 900* 760mm.</li> <li>✓ 3 drawer mobile pedestal</li> </ul>	24	


No	Description	Specification	Qty	Tenderers Remarks/Compliance
		<ul style="list-style-type: none"> <li>✓ Supplied on castors meaning they can be used at either side of the desk.</li> <li>✓ Mobile pedestal fits under desk</li> <li>✓ Central lock at top drawer</li> </ul>		
4.	Managers'/DGs PA/2 Consultants' Desks	<ul style="list-style-type: none"> <li>✓ Executive desk on panel legs made of polished veneered melamine board top and panels</li> <li>✓ Desk complete with cable management tray, grommets and modesty panel &amp; a credenza.</li> <li>✓ To measure 1600* 800* 750mm.</li> <li>✓ 3 drawer mobile pedestal</li> </ul>	61	


No	Description	Specification	Qty	Tenderers Remarks/Compliance
		<ul style="list-style-type: none"> <li>✓ Central lock at top drawer</li> <li>✓ Colour: Red mahogany with glide</li> </ul>		
5.	Executive seats for DG/Board Chair/Directors/SMs	<ul style="list-style-type: none"> <li>✓ High back leather chair</li> <li>✓ The armrest surface with PU material</li> <li>✓ Adjustable back for lumbar support</li> <li>✓ Synchronized lock and knee mechanism;</li> <li>✓ Heavy duty 5 star aluminum swivel base</li> </ul>	31	

No	Description	Specification	Qty	Tenderers Remarks/Compliance
				
6.	Visitors seats for DG/Board Chairman/Directors/SMs	<ul style="list-style-type: none"> <li>✓ Medium back chair in bonded leather</li> <li>✓ Chrome sleigh base</li> <li>✓ Armrest frame with PU material</li> </ul>	62	


No	Description	Specification	Qty	Tenderers Remarks/Compliance
				
7.	Managers/Staff Seats/Secretarial seats	<ul style="list-style-type: none"> <li>✓ High back orthopedic chair with perforated mesh back with adjustable lumbar support</li> <li>✓ Adjustable rubber arms</li> <li>✓ Lower back/lumber support</li> <li>✓ Synchronized mechanism with tilt tension, multi position tilt lock, and</li> </ul>	294	


No	Description	Specification	Qty	Tenderers Remarks/Compliance
		<p>pneumatic seat height control</p> <ul style="list-style-type: none"> <li>✓ Heavy duty 5 star metallic swivel frame and base supported by five twin wheel castors</li> <li>✓ Height and angle adjustable head rest.</li> <li>✓ <b>Colour: Black</b></li> </ul>		
8.	Visitors seats (Managers' offices other areas)	<ul style="list-style-type: none"> <li>✓ Medium back mesh chair</li> <li>✓ Cantilever base</li> <li>✓ <b>Colour: Black</b></li> </ul>	120	


No	Description	Specification	Qty	Tenderers Remarks/Compliance
				
9.	2 way workstations	<ul style="list-style-type: none"> <li>✓ Workstation, Dimensions: 2800W x 1200D x 1100H Partition Height ~ 120cm with quarter glass on top panel</li> <li>✓ Mdf Leg panels</li> <li>✓ finished with high quality melamine</li> <li>✓ L-shaped table top which includes 3 drawer pedestal.</li> <li>✓ Color: Beech/cherry</li> </ul>	7	


No	Description	Specification	Qty	Tenderers Remarks/Compliance
				
10.	4 way workstations	<ul style="list-style-type: none"> <li>✓ Workstation, Dimensions: 2800W x 2400D x 1100H Partition Height ~ 120cm with quarter glass on top panel</li> <li>✓ Mdf Leg panels,</li> <li>✓ finished with high quality melamine;</li> <li>✓ L-shaped table top which includes 3 drawer pedestal.</li> <li>✓ Color: Beech/cherry</li> </ul>	49	






No	Description	Specification	Qty	Tenderers Remarks/Compliance
				
11.	Secretarial Desks/Single workstations	<ul style="list-style-type: none"> <li>✓ Straight table with Right/Left option</li> <li>✓ Side return funnel connector.</li> <li>✓ One pc moveable drawer</li> <li>✓ Size: 1400*1200*750</li> </ul>	25	

No	Description	Specification	Qty	Tenderers Remarks/Compliance
				
12.	Reception counter	<ul style="list-style-type: none"> <li>✓ Curved reception desk</li> <li>✓ Size: 3670mm x 3145mm</li> <li>✓ To be custom made to the space specifications and according to the sample</li> </ul>	1	


No	Description	Specification	Qty	Tenderers Remarks/Compliance
				
13.	Cartographic Lab Tables	<ul style="list-style-type: none"> <li>✓ Straight table with Mdf Leg panels</li> <li>✓ 3 drawer mobile pedestal</li> <li>✓ Size: 2400W x 1200D x 1100H</li> <li>✓ Partitioning: 120cm Height with quarter glass on top panel</li> <li>✓ Each workstation to sit 4 pax</li> </ul>	6	

No	Description	Specification	Qty	Tenderers Remarks/Compliance
				
14.	ICT maintenance room table	<ul style="list-style-type: none"> <li>✓ Straight table with table top partitions</li> <li>✓ 3 drawer mobile pedestal</li> <li>✓ Metal legs with cable management</li> <li>✓ Size: 2400W x 1200D x 750H</li> </ul>	2	

No	Description	Specification	Qty	Tenderers Remarks/Compliance
				
15.	Secretarial visitors area/Reception seats  	<ul style="list-style-type: none"> <li>✓ Frame in chrome plated steel with black leather padding on seat &amp; backrest</li> <li>✓ Arms/legs; 1.5mm thickness steel, steel after plating with powder coating</li> <li>✓ Colour: Black</li> </ul>	18	


No	Description	Specification	Qty	Tenderers Remarks/Compliance
16.	5 seater sofas (DG, Board Chair, VIP waiting room) 	<ul style="list-style-type: none"> <li>✓ 5 seater leather sofa with double puffed micro fiber</li> <li>✓ Smooth polished wooden arms</li> <li>✓ Bottom of the sofas should be covered by a fabric material</li> <li>✓ Stand on raised metal stands</li> <li>✓ Colour: Black</li> </ul>	3	
17.	Board room tables	22 pax boardroom table <ul style="list-style-type: none"> <li>✓ Size: 6000W x 2000D x 760H</li> <li>✓ Mahogany veneer laminate</li> <li>✓ 32mm-45mm thick top</li> </ul>	1	


No	Description	Specification	Qty	Tenderers Remarks/Compliance
	 	<p>14 pax boardroom table</p> <ul style="list-style-type: none"> <li>✓ Size: 4000*1300*750</li> <li>✓ Mahogany veneer laminate</li> <li>✓ 32mm-45mm thick top</li> </ul>	1	


No	Description	Specification	Qty	Tenderers Remarks/Compliance
		10 pax boardroom table ✓ Size: 3200W x 1400D x 760H ✓ Mahogany veneer laminate ✓ 32mm-45mm thick top	1	
18.	Board room seats/Directors semi conference	✓ Medium back chair in bonded leather ✓ Chrome sleigh base. ✓ Armrest frame with PU material	74	





No	Description	Specification	Qty	Tenderers Remarks/Compliance
				
19.	Library seats	<ul style="list-style-type: none"> <li>✓ Medium back seat</li> <li>✓ High grade mesh back and leather seat</li> </ul>	40	


No	Description	Specification	Qty	Tenderers Remarks/Compliance
		<ul style="list-style-type: none"> <li>✓ Heavy duty alluminium cantilever base</li> <li>✓ Colour: Black</li> </ul>		
20.	Coffee tables	<ul style="list-style-type: none"> <li>✓ Wooden laminated mahogany rectangular coffee table with magazine rack beneath</li> <li>✓ 2"-thick, hollow-core top and sturdy leg base.</li> <li>✓ Scratch- and stain-resistant surfaces</li> <li>✓ Size 1200x600x450mm.</li> <li>✓ Colour: Dark mahogany</li> </ul>	10	

No	Description	Specification	Qty	Tenderers Remarks/Compliance
				
21.	File cabinets	<ul style="list-style-type: none"> <li>✓ 4 drawer heavy duty filing cabinets</li> <li>✓ Size: 460mm(w) by 620mm(d).</li> <li>✓ Each drawer mounted on 4 ball bearing rollers</li> </ul>	50	

No	Description	Specification	Qty	Tenderers Remarks/Compliance
				
22.	Fireproof 4 door safes	<ul style="list-style-type: none"> <li>✓ External Dimensions: W55.2cm x D66.5cm x H153.4cm</li> <li>✓ Individual key locks for each drawer</li> <li>✓ Gross Weight: 350 Kgs</li> <li>✓ Features: Fire endurance and explosion tested; drop tested; dual tone paint finish;</li> <li>✓ 4 drawers Locking Mechanism:</li> </ul>	6	


No	Description	Specification	Qty	Tenderers Remarks/Compliance
		✓ Color: Ash Grey		
23.	<p>Storage racks</p> <p>(Luggage Deposit area, Questionnaire room, finance store and procurement stores)</p>	<p>Roll formed selective racks, 350 mm deep and shelves at 450mm high, with the length to be determined by the sizes of the different storage rooms under consideration. The rack system should be those manufactured in a "teardrop" style. The Pallets should be made to rest on the horizontal load beams that are held in place by mounting clips. The shelves should be easily adjusted to different heights to accommodate various load sizes. The maximum heights for the rack should be</p>		


No	Description	Specification	Qty	Tenderers Remarks/Compliance
		<p>determined by the floor heights of the storage rooms which is about 2700mm. The configuration of the racks should allow adequate circulation space between them for ease of stacking of storage materials.</p> <p>(Bidders will be required to visit the site which is a mandatory requirement. The pre-bid site visit is scheduled to take place on <b><i>Wednesday, 6<sup>th</sup> March, 2019 at Real Towers, Upper Hill Area at 10.00am</i></b>).</p>		
24.	Terrace umbrellas and seats	<p>Terrace umbrella with inbuilt table and 4 chairs</p> <p>(As per sample)</p>	9	

No	Description	Specification	Qty	Tenderers Remarks/Compliance
				
25.	Lactating mothers room Sofa	<ul style="list-style-type: none"> <li>✓ One Seater leather sofa with a footrest,</li> <li>✓ double puffed micro fiber to give the seat and back-rest additional comfort</li> <li>✓ <b>Colour: Black</b></li> </ul>	5	

No	Description	Specification	Qty	Tenderers Remarks/Compliance
				
26.	Training Room and Data Processing Room Tables	<ul style="list-style-type: none"> <li>✓ Straight table with no drawers</li> <li>✓ Dimensions: W100cmxD80cmxH75cm</li> <li>✓ Scratch resistant mdf panels</li> </ul>	31	



No	Description	Specification	Qty	Tenderers Remarks/Compliance
		<ul style="list-style-type: none"> <li>✓ 2 grommets for wire management</li> <li>✓ Color: Cherry - Black combination</li> </ul>		
27.	Training Room and Data Processing Room seats	<ul style="list-style-type: none"> <li>✓ Medium back mesh chair</li> <li>✓ Four legged aluminum base</li> <li>✓ High density sponge in the sitting area</li> <li>✓ Foldable</li> </ul>	31	


No	Description	Specification	Qty	Tenderers Remarks/Compliance
				
28.	Mini Conference table: Directors' offices	<ul style="list-style-type: none"> <li>✓ Size: 1200*1200*760mm</li> <li>✓ Solid wood &amp; hardwood veneers with mahogany wood finish</li> <li>✓ Table surface is 2" thick</li> <li>✓ Colour: Mahogany</li> </ul>	5	


No	Description	Specification	Qty	Tenderers Remarks/Compliance
				


## FURNITURE FOR COUNTY OFFICES

The quotation for this should include delivery to the specific counties.

### SPECIFICATIONS

No	Item Description	Specification	Qty	Remarks	Tenderers Remarks/Compliance
1	Single workstation 	<ul style="list-style-type: none"> <li>✓ Straight table with Right/Left option</li> <li>✓ Side return funnel connector.</li> <li>✓ One pc moveable drawer</li> <li>✓ Size: 1400*1200*750</li> </ul>	5	Laikipia – 3 Uasin Gishu ~ 2	

No	Item Description	Specification	Qty	Remarks	Tenderers Remarks/Compliance
2	<p>Staff seats</p> 	<ul style="list-style-type: none"> <li>✓ High back orthopedic chair with perforated mesh back with adjustable lumbar support</li> <li>✓ Adjustable rubber arms</li> <li>✓ Lower back/lumbar support</li> <li>✓ Synchronized mechanism with tilt tension, multi position tilt lock, and pneumatic seat height control</li> <li>✓ Heavy duty 5 star metallic swivel frame and base supported by five twin wheel castors</li> </ul>	12	<p>Laikipia – 4</p> <p>Nakuru – 1</p> <p>Uasin Gishu – 6</p> <p>Kisii ~ 1</p>	

No	Item Description	Specification	Qty	Remarks	Tenderers Remarks/Compliance
		<ul style="list-style-type: none"> <li>✓ Height and angle adjustable head rest.</li> <li>✓ <b>Colour: Black</b></li> </ul>			
3	Visitors Chairs  	<ul style="list-style-type: none"> <li>✓ Medium back mesh chair</li> <li>✓ Cantilever base</li> <li>✓ <b>Colour: Black</b></li> </ul>	8	Nakuru – 2  Uasin Gishu ~ 6	

## SECTION VII ~ PRICE SCHEDULE FOR GOODS

Name of Tenderer \_\_\_\_\_

Tender Number \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_

No	Description	Specification	Qty	Days to Delivery	Country of Origin	Unit Cost	Total Cost
1.	DGs Executive desk	<ul style="list-style-type: none"> <li>✓ Executive desk on panel legs made of polished veneered melamine board top and panels and side return</li> <li>✓ Desk complete with cable management tray, grommets and modesty panel &amp; a credenza.</li> <li>✓ Size: 2200* 900* 760mm.</li> <li>✓ 3 drawer mobile pedestal</li> <li>✓ Supplied on castors meaning they can be used at either side of the desk.</li> <li>✓ Mobile pedestal fits under desk</li> <li>✓ 3 Drawer mobile Pedestal with 4 wheels underneath</li> <li>✓ Central lock at top drawer.</li> </ul>	1				
2.	Board Chair/Directors Desks	<ul style="list-style-type: none"> <li>✓ Executive desk on panel legs made of polished veneered melamine board top and panels panels.</li> <li>✓ Desk complete with cable management tray, grommets and modesty panel &amp; a credenza.</li> <li>✓ To measure 2000* 900* 760mm.</li> <li>✓ 3 drawer mobile pedestal</li> <li>✓ Supplied on castors meaning they can be used at either side of the desk.</li> <li>✓ Mobile pedestal fits under desk</li> <li>✓ 3 Drawer mobile Pedestal with 4 wheels underneath</li> <li>✓ Central lock at top drawer.</li> </ul>	6				

No	Description	Specification	Qty	Days to Delivery	Country of Origin	Unit Cost	Total Cost
3.	Senior Managers Desks	<ul style="list-style-type: none"> <li>✓ Executive desk on panel legs made of polished veneered melamine board top and panels</li> <li>✓ Desk complete with cable management tray, grommets and modesty panel &amp; a credenza.</li> <li>✓ To measure 1800* 900* 760mm.</li> <li>✓ 3 drawer mobile pedestal</li> <li>✓ Supplied on castors meaning they can be used at either side of the desk.</li> <li>✓ Mobile pedestal fits under desk</li> <li>✓ Central lock at top drawer</li> </ul>	24				
4	Managers'/DGs PA/2 Consultants' Desks	<ul style="list-style-type: none"> <li>✓ Executive desk on panel legs made of polished veneered melamine board top and panels</li> <li>✓ Desk complete with cable management tray, grommets and modesty panel &amp; a credenza.</li> <li>✓ To measure 1600* 800* 750mm.</li> <li>✓ 3 drawer mobile pedestal</li> <li>✓ Central lock at top drawer</li> <li>✓ Colour: Red mahogany with glide</li> </ul>	61				
5	Executive seats for DG/Board Chair/Directors /SMs	<ul style="list-style-type: none"> <li>✓ High back leather chair</li> <li>✓ The armrest surface with PU material</li> <li>✓ Adjustable back for lumbar support</li> <li>✓ Synchronized lock and knee mechanism;</li> <li>✓ Heavy duty 5 star aluminum swivel base</li> </ul>	31				
6	Visitors seats for DG/Board Chairman/Directors/SMs	<ul style="list-style-type: none"> <li>✓ Medium back chair in bonded leather</li> <li>✓ Chrome sleigh base</li> <li>✓ Armrest frame with PU material</li> </ul>	62				



No	Description	Specification	Qty	Days to Delivery	Country of Origin	Unit Cost	Total Cost
7	Managers/Staff Seats/Secretaria 1 seats	<ul style="list-style-type: none"> <li>✓ High back orthopedic chair with perforated mesh back with adjustable lumbar support</li> <li>✓ Adjustable rubber arms</li> <li>✓ Lower back/lumber support</li> <li>✓ Synchronized mechanism with tilt tension, multi position tilt lock, and pneumatic seat height control</li> <li>✓ Heavy duty 5 star metallic swivel frame and base supported by five twin wheel castors</li> <li>✓ Height and angle adjustable head rest.</li> <li>✓ <b>Colour: Black</b></li> </ul>	294				
8	Visitors seats (Managers' offices other areas)	<ul style="list-style-type: none"> <li>✓ Medium back mesh chair</li> <li>✓ Cantilever base</li> <li>✓ <b>Colour: Black</b></li> </ul>	120				
9	2 way workstations	<ul style="list-style-type: none"> <li>✓ Workstation, Dimensions: 2800W x 1200D x 1100H Partition Height - 120cm with quarter glass on top panel</li> <li>✓ Mdf Leg panels</li> <li>✓ finished with high quality melamine</li> <li>✓ L-shaped table top which includes 3 drawer pedestal.</li> <li>✓ Color: Beech/cherry</li> </ul>	7				
10	4 way workstations	<ul style="list-style-type: none"> <li>✓ Workstation, Dimensions: 2800W x 2400D x 1100H Partition Height - 120cm with quarter glass on top panel</li> <li>✓ Mdf Leg panels,</li> <li>✓ finished with high quality melamine;</li> <li>✓ L-shaped table top which includes 3 drawer pedestal.</li> <li>✓ Color: Beech/cherry</li> </ul>	49				

No	Description	Specification	Qty	Days to Delivery	Country of Origin	Unit Cost	Total Cost
11	Secretarial Desks/Single workstations	<ul style="list-style-type: none"> <li>✓ Straight table with Right/Left option</li> <li>✓ Side return funnel connector.</li> <li>✓ One pc moveable drawer</li> <li>✓ Size: 1400*1200*750</li> </ul>	25				
12	Reception counter	<ul style="list-style-type: none"> <li>✓ Curved reception desk</li> <li>✓ Size: 3670mm x 3145mm</li> <li>✓ To be custom made to the space specifications and according to the sample.</li> </ul>	1				
13	Cartographic Lab Tables	<ul style="list-style-type: none"> <li>✓ Straight table with Mdf Leg panels</li> <li>✓ 3 drawer mobile pedestal</li> <li>✓ Size: 2400W x 1200D x 1100H</li> <li>✓ Partitioning: 120cm Height with quarter glass on top panel</li> <li>✓ Each workstation to sit 4 pax</li> </ul>	6				
14	ICT maintenance room table	<ul style="list-style-type: none"> <li>✓ Straight table with table top partitions</li> <li>✓ 3 drawer mobile pedestal</li> <li>✓ Metal legs with cable management</li> <li>✓ Size: 3600W x 1200D x 750H</li> <li>✓ To sit 10 pax</li> </ul>	1				
15	Secretarial visitors area/Reception seats	<ul style="list-style-type: none"> <li>✓ Frame in chrome plated steel with black leather padding on seat &amp; backrest</li> <li>✓ Arms/legs; 1.5mm thickness steel, steel after plating with powder coating</li> <li>✓ Colour: Black</li> </ul>	18				
16	5 seater sofas (DG, Board Chair, VIP waiting room)	<ul style="list-style-type: none"> <li>✓ 5 seater leather sofa with double puffed micro fiber</li> <li>✓ Smooth polished wooden arms</li> <li>✓ Bottom of the sofas should be covered by a fabric material</li> <li>✓ Stand on raised metal stands</li> <li>✓ Colour: Black</li> </ul>	3				
17	Board room tables	<b>22 pax boardroom table</b> <ul style="list-style-type: none"> <li>✓ Size: 8000*2500*750</li> </ul>	1				

No	Description	Specification	Qty	Days to Delivery	Country of Origin	Unit Cost	Total Cost
b)		<ul style="list-style-type: none"> <li>✓ Mahogany veneer laminate</li> <li>✓ 32mm-45mm thick top</li> </ul> <b>14 pax boardroom table</b>	1				
c)		<ul style="list-style-type: none"> <li>✓ Size: 4000*1300*750</li> <li>✓ Mahogany veneer laminate</li> <li>✓ 32mm-45mm thick top</li> </ul> <b>10 pax boardroom table</b>	1				
18	Board room seats/Directors semi conference	<ul style="list-style-type: none"> <li>✓ Medium back chair in bonded leather</li> <li>✓ Chrome sleigh base.</li> <li>✓ Armrest frame with PU material</li> </ul>	74				
19	Library seats	<ul style="list-style-type: none"> <li>✓ Medium back seat</li> <li>✓ High grade mesh back and leather seat</li> <li>✓ Heavy duty aluminum cantilever base</li> <li>✓ Colour: Black</li> </ul>	40				
20	Coffee tables	<ul style="list-style-type: none"> <li>✓ Wooden laminated mahogany rectangular coffee table with magazine rack beneath</li> <li>✓ 2"-thick, hollow-core top and sturdy leg base.</li> <li>✓ Scratch- and stain-resistant surfaces</li> <li>✓ Size 1200x600x450mm.</li> <li>✓ Colour: Dark mahogany</li> </ul>	10				
21	File cabinets	<ul style="list-style-type: none"> <li>✓ 4 drawer heavy duty filing cabinets</li> <li>✓ Size: 460mm(w) by 620mm(d).</li> <li>✓ Each drawer mounted on 4 ball bearing rollers</li> </ul>	50				

No	Description	Specification	Qty	Days to Delivery	Country of Origin	Unit Cost	Total Cost
22	Fireproof 4 door safes	<ul style="list-style-type: none"> <li>✓ External Dimensions: W55.2cm x D66.5cm x H153.4cm</li> <li>✓ Individual key locks for each drawer</li> <li>✓ Gross Weight: 350 Kgs</li> <li>✓ Features: Fire endurance and explosion tested; drop tested; dual tone paint finish;</li> <li>✓ 4 drawers Locking Mechanism:</li> <li>✓ Color: Ash Grey</li> </ul>	6				
23	Storage racks (Luggage Deposit area, Questionnaire room, finance store and procurement stores)	<p>Roll formed selective racks, 350 mm deep and shelves at 450mm high, with the length to be determined by the sizes of the different storage rooms under consideration. The rack system should be those manufactured in a "teardrop" style. The Pallets should be made to rest on the horizontal load beams that are held in place by mounting clips. The shelves should be easily adjusted to different heights to accommodate various load sizes. The maximum heights for the rack should be determined by the floor heights of the storage rooms which is about 2700mm.</p> <p>The configuration of the racks should allow adequate circulation space between them for ease of stacking of storage materials.</p> <p>(Bidders will be required to visit the site which is a mandatory requirement. The pre-bid site visit is scheduled to take place on <i>Wednesday, 6<sup>th</sup> March, 2019 at Real Towers, Upper Hill Area at 10.00am</i>).</p>					

No	Description	Specification	Qty	Days to Delivery	Country of Origin	Unit Cost	Total Cost
24	Terrace umbrellas and seats	Terrace umbrella with inbuilt table and 4 chairs (As per sample)	9				
25	Lactating mothers room Sofa	<ul style="list-style-type: none"> <li>✓ 5 seater leather sofa with double puffed micro fiber</li> <li>✓ Smooth polished wooden arms</li> <li>✓ Bottom of the sofas should be covered by a fabric material</li> <li>✓ Stand on raised metal stands</li> <li>✓ Colour: Black</li> </ul>	1				
26	Training Room and Data Processing Room Tables	<ul style="list-style-type: none"> <li>✓ Straight table with no drawers</li> <li>✓ Dimensions: W100cmxD80cmxH75cm</li> <li>✓ Scratch resistant mdf panels</li> <li>✓ 2 grommets for wire management</li> <li>✓ Color: Cherry - Black combination</li> </ul>	31				
27	Training Room and Data Processing Room seats	<ul style="list-style-type: none"> <li>✓ Medium back mesh chair</li> <li>✓ Four legged aluminum base</li> <li>✓ High density sponge in the sitting area</li> <li>✓ Foldable</li> </ul>	31				
28	Mini Conference table: Directors' offices	<ul style="list-style-type: none"> <li>✓ Size: 1200*1200*760mm</li> <li>✓ Solid wood &amp; hardwood veneers with mahogany wood finish</li> <li>✓ Table surface is 2" thick</li> <li>✓ <b>Colour: Mahogany</b></li> </ul>	5				
		<b>Total Cost (Kshs)</b>					

## FURNITURE FOR COUNTY OFFICES

The quotation for this should include delivery to the specific counties.

No	Item Description	Specification	Qty	Remarks	Days to Deliver	Country of Origin	Unit Cost	Delivery Charges to the specific Counties (where/if applicable)	Total Cost
1	Single workstation	<ul style="list-style-type: none"> <li>✓ Straight table with Right/Left option</li> <li>✓ Side return funnel connector.</li> <li>✓ One pc moveable drawer</li> <li>✓ Size: 1400*1200*750</li> </ul>	5	Laikipia – 3  Uasin Gishu ~ 2					
2	Staff seats	<ul style="list-style-type: none"> <li>✓ High back orthopedic chair with perforated mesh back with adjustable lumbar support</li> <li>✓ Adjustable rubber arms</li> <li>✓ Lower back/lumber support</li> <li>✓ Synchronized mechanism with tilt tension, multi position tilt lock, and pneumatic seat height control</li> <li>✓ Heavy duty 5 star metallic</li> </ul>	11	Laikipia – 4  Nakuru – 1  Uasin Gishu – 6  Kisii ~ 1					

No	Item Description	Specification	Qty	Remarks	Days to Deliver	Country of Origin	Unit Cost	Delivery Charges to the specific Counties (where/if applicable)	Total Cost
		swivel frame and base supported by five twin wheel castors ✓ Height and angle adjustable head rest. ✓ <b>Colour: Black</b>							
3	Visitors Chairs	✓ Medium back mesh chair ✓ Cantilever base ✓ <b>Colour: Black</b>	8	Nakuru – 2 Uasin Gishu ~ 6					
	<b>Total Cost (Kshs)</b>								

(All prices quoted must be inclusive of all taxes)

Signature of tenderer \_\_\_\_\_

*Note:*

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

Award will be made per item to the lowest responsive firm.

## SECTION VIII~ STANDARD FORMS

### 8.1 FORM OF TENDER

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To.....

.....

[Name and address of Kenya National Bureau of Statistics]

Gentlemen and/or Ladies:

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

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



## 8.2 CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_day of \_\_\_\_20\_\_\_\_between.....[name of procurement entity] of .....[country of Procurement entity](hereinafter called “the Kenya National Bureau of Statistics”) of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_the \_\_\_\_\_(for the Kenya National Bureau of Statistics)

Signed, sealed, delivered by \_\_\_\_\_the \_\_\_\_\_(for the tenderer) in the presence of \_\_\_\_\_.

### 8.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

#### ***Part 1 ~ General:***

Business name.....

Location of business premises.....

Plot No. ....Street/Road .....

Postal Address.....Tel No. ....

Nature of business.....

Current Trade License No. ....Expiring date .....

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

Kshs.....

Name of your bankers .....

Branch.....

Are you an agent of the Kenya National Trading Corporation? YES/NO

#### **Part 2(a) ~ Sole Proprietor:**

Your name in full.....

Age.....

Nationality .....Country of origin .....

\*Citizenship details .....

#### **Part 2(b) ~ Partnership:**

Give details of partners as follows:

Name	Nationality	Citizenship Details*	Shares
------	-------------	----------------------	--------

1.....			
--------	--	--	--

2.....

3.....

**Part 2(c) ~ Registered Company:**

Private or public .....

State the nominal and issued capital of the company-

Nominal Kshs. ....

Issued Kshs. ....

Give details of all directors as follows:

Name	Nationality*	Citizenship Details**	Shares***
------	--------------	-----------------------	-----------

1.....	.....	.....	.....
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2.....	.....	.....	.....
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3.....	.....	.....	.....
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Date	Signature of Bidder
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*\*Attach proof of citizenship (Certified Copy of National ID or Passport) (Compulsory)*

*\*\* Indicate by birth, registration or naturalization (Compulsory)*

*\*\*\* Attach Certified copy of Recent Form CR12 (Compulsory)*

**Part 3~ Interest in the Firm:**

Is there any person / **Kenya National Bureau of Statistics** who has interest in this firm?

Yes****	
---------	--

No****	
--------	--

.....

Date	Signature of Bidder
------	---------------------

*\*\*\*\* Tick (✓) to agree as necessary (Compulsory)*

#### 8.4 DECLARATION FORM

Date \_\_\_\_\_

To

**The Director General,  
Kenya Bureau of Statistics,  
P.O. Box 30266- 00100  
NAIROBI**

We (name and address) \_\_\_\_\_

\_\_\_\_\_ declare the following:

That we;

- a) Have not been debarred from participating in public procurement.
- b) Have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

~~~~~  
Name of Bidder

Signature

Date

(To be signed by authorized representative and officially stamped)

## 8.5 CERTIFICATE OF BIDDER'S VISIT TO SITE

### PRE-BID SITE VISIT CERTIFICATE FOR TENDER NO. KNBS/ONT/15/2018-2019: SUPPLY AND DELIVERY OF ASSORTED FURNITURE FOR KNBS OFFICES

I/We.....of.....  
..... do hereby declare that I/We have visited the site in the company of the  
below mentioned consultant and fully understand the scope and sequence of works.

#### COMPANY REPRESENTATIVE

NAME: .....

DESIGNATION: .....

Date .....

#### KNBS REPRESENTATIVE

NAME:.....

SIGNATURE:.....

DATE:.....

#### OFFICIAL STAMP

Signed .....

Date .....

***NOTE: This form is to be completed at the time of the organized site visit. A mandatory pre- bid site visit has been scheduled to take place on Wednesday, 6<sup>th</sup> March, 2019 at Real Towers, Upper Hill Area at 10.00am).***

## 8.6 TENDER SECURITY FORM

Whereas .....[name of the tenderer](hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender ] for the provision of .....[name and/or description of the goods](hereinafter called “the Tenderer”).....

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

Of.....having registered office at [name of Kenya National Bureau of Statistics](hereinafter called “the Bank”)are bound unto.....[name of Kenya National Bureau of Statistics](hereinafter called “the Kenya National Bureau of Statistics”) in the sum of .....for which payment well and truly to be made to the said Kenya National Bureau of Statistics, 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 Kenya National Bureau of Statistics during the period of tender validity:

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

we undertake to pay to the Kenya National Bureau of Statistics up to the above amount upon receipt of its first written demand, without the Kenya National Bureau of Statistics having to substantiate its demand, provided that in its demand the Kenya National Bureau of Statistics will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
[signature of the bank]

*(Amend accordingly if provided by Insurance Company)*

## 8.7 PERFORMANCE SECURITY FORM

To:

.....

[name of the Kenya National Bureau of Statistics]

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

This guarantee is valid until the \_\_\_\_ day of 20

\_\_\_\_\_  
Signature and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

*(Amend accordingly if provided by Insurance Company)*

## 8.8 BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

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

[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Kenya National Bureau of Statistics a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of .....  
*[amount of guarantee in figures and words].*  
We, ..... *[bank or financial institution]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Kenya National Bureau of Statistics on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding *[amount of guarantee in figures and words]*.

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

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

Yours truly,

Signature                      and                      seal                      of                      the                      Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*



## 8.9 MANUFACTURER'S AUTHORIZATION FORM

To [name of the Procuring entity] .....

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

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

---

[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.

## 8.10 LETTER OF NOTIFICATION OF AWARD

Address of Kenya National Bureau of  
Statistics

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

To:\_\_\_\_\_

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

RE: Tender No.\_\_\_\_\_

Tender Name\_\_\_\_\_

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

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

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

*(FULL PARTICULARS)*\_\_\_\_\_

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

8.11 FORM RB 1

REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Kenya National Bureau of Statistics*)

Request for review of the decision of the..... (*Name of the Kenya National Bureau of Statistics*) of .....dated the...day of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

**SIGNED**

**Board Secretary**