



KENYA VETERINARY BOARD
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TENDER DOCUMENT
FOR

SUPPLY AND DELIVERY OF OFFICE FURNITURE AND
EQUIPMENT

TENDER NO: KVB/T/24/2020-2021

APRIL, 2021

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SECTION I -INVITATION TO TENDER

Date: 27th April, 2021

TENDER No. KVB/T/24/2020-2021 FOR SUPPLY AND DELIVERY OF OFFICE FURNITURE AND EQUIPMENT

1.1 Kenya Veterinary Board (KVB) is a statutory body established under section 3 of Veterinary Surgeons and Veterinary Paraprofessionals (VSVP) Act, 2011; and mandated to regulate the Veterinary training and practices.

1.2 The Board invites sealed bids from eligible and qualified candidates belonging to Youth, Women and Persons Living with Disabilities for Supply and Delivery of Office Furniture and Equipment.

No	Tender No	Item Description	Eligibility	Closing and opening Date & Time
1	KVB/T/24/2020- 2021	Supply of office furniture	AGPO	11 th May, 2021 at 12.00 PM.

Bid document with conditions may be downloaded free of charge from www.kenyavetboard.or.ke or www.tenders.go.ke. Interested candidate may obtain further information from procurement@kenyavetboard.or.ke

Two completed tender documents duly marked as “ORIGINAL” and “COPY” enclosed and sealed in separate envelopes and inserted in one outer envelope should be submitted with the tender number clearly marked and addressed to;

The Chief Executive Officer
Kenya Veterinary Board P.o Box
513-00605
UTHIRU

The sealed envelopes should be deposited in the tender box situated at the KVB offices’ reception so as to be received before **11th May, 2021 at 12.00 PM.**

Bidders who have downloaded the tender documents from the website shall immediately email their contact details (phone number, email, and company name) to: for records and communication of a tender clarifications and in case of any addenda.

Prices quoted should be inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender.

Bidders must sequentially number/paginate/serialize the tender document in all pages including all attachments.

**CHIEF EXECUTIVE OFFICER
KENYA VETERINARY BOARD**

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation to tender is open to all tenderers eligible as described in the Invitation to tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation to tender.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

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

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The tender document shall not be charged.
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be prequalified.

2.4 Content of Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance to instructions to Tenderers.
 - (i) Invitation to Tender

- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form/Tender security Declaration form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire
- (xiv) Any subsequent addendums and /or clarifications of any (i) to (xiii).

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 The Board will respond in soft copy or electronic format to any request for clarification of the tender documents, which it receives not less than 7 days prior to the deadline of submission of tenders.

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

2.6 Amendment of Documents

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

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing 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 Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 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;
 - (c) documentary evidence established in accordance with paragraph 2.2.1 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 in accordance with paragraph 2.14

2.9 Tender Forms

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

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity. Price variations shall be based on the prevailing price index obtained from central Bureau of statistics or the monthly inflation rate issued by the Central Bank of Kenya.
- 2.10.3 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 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 its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;
- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or 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 brochures, literature, drawings, and data, and shall consist of:

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

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

2.14 Tender Security

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

2.14.2 The tender security shall be in the amount of 1 per cent of the tender price.

- 2.14.3 The tender security is required to protect the Procuring entity 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 Procuring entity 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 as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract and furnishing the performance security.
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the 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 the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the 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 Procuring entity 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended and 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 a copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

- 2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given below:

**The Chief Executive Officer Kenya Veterinary
Board P.O BOX 513-00605 NAIROBI.**

So as to be received before **11th May, 2021 at 12.00 NOON.**

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

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

2.18 Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 No later than **11th May, 2021 at 12.00 Noon.**

- 2.18.1 The Procuring entity 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 Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.19 Modification and Withdrawal of Tenders

- 2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring prior to the deadline prescribed for submission of tenders.

- 2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may

also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

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

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **12.00 Noon. on 11th May, 2021** at Board Offices. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination

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

- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

- 2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

- 2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
- 2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

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

2.26 Contacting the Procuring entity

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

- 2.27.1 Post qualification exercise will take the form of due diligence to obtain information or eligibility/qualifications of the bidders, including (where necessary) physical visits.
- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

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

(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 Procuring entity 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 Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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

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

2.30 Performance Security

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

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

SECTION III: APPENDIX TO INSTRUCTIONS TO TENDERERS

No.	Particulars of appendix to the Instruction to Tenderers.
1.	The Procuring Entity is Kenya Veterinary Board.
2.	Name of tender document is SUPPLY AND DELIVERY OF OFFICE FURNITURE AND EQUIPMENT TO KENYA VETERINARY BOARD
3.	Tender number: KVB/T/24/2020-2021
6.	Alternative Tenders are “ not allowed ” in this Tender
7.	Alternative time for completion is not applicable
10.	Tenderers shall submit original and copy of tender documents
11.	Address for clarification of Tendering Document is The Chief Executive Officer Kenya Veterinary Board. P.O 513 - 00605 Uthiru-Nairobi And send to procurement@kenyavetboard.or.ke
12.	Tenderers may seek tender clarification seven days before closing date of the tender.
13.	Language of Tender and all correspondence shall be in ENGLISH LANGUAGE
14.	Tenderers shall meet all the minimum qualification requirements as set below in the evaluation criteria.
15.	The price shall be fixed and shall remain as indicated in the form of tender.
16.	The currency in which the prices shall be quoted shall be: Kenyan Shilling.
17.	The authority for establishing the rates of exchange shall be Central Bank of Kenya at the rate prevailing on the tender closing day.
18.	The Tender validity period shall be 120 days.
19.	Tender Security: Shall not be required in procurement reserved for enterprises owned by women, youth and persons with disability.
20.	Tenders shall be addressed and submitted to; The Chief Executive Officer Kenya Veterinary Board P.O BOX 513-00605 NAIROBI. So as to be received on or before 11th May, 2021 at 12.00 NOON.
21.	The Tender opening shall take place at: Kenya Veterinary Board Offices, Board room on 11th May, 2021 at 12.00 NOON.

SECTION IV: TENDER EVALUATION CRITERIA

Evaluation of tenders shall be carried out in three stages in accordance with the criteria set out in this tender document. The evaluation shall be as follows:

1. Preliminary Evaluation
2. Technical Evaluation
3. Financial Evaluation

Preliminary evaluation will be carried out as follows; Documentary Evidence in form of copies		
No	1. Mandatory Requirements	YES/NO
1.	Copy of Certificate of Incorporation / Registration	
2.	Copy of CR 12 not more than 12 months at the tender closing date	
3.	Copy of Valid tax compliance certificate.	
4.	Copy of KRA Tax payer Registration Certificate (KRA PIN certificate)	
5.	A valid AGPO certificate	
6.	Copy of Current Business License from relevant County Government	
7.	Duly completed, signed and stamped form of tender	
8.	Dully filled, signed and stamped confidential business questionnaire	
9.	Coloured branded company catalogue.	
10.	Bid document should be paginated (serialized) i.e. all pages of both (Original & Copy) of tender documents Must be sequentially serialized.	

Responsive (√)

Non responsive (×)

At this stage, the tenderer's submission will either be responsive or non-responsive. Failure to provide ANY of the above mandatory requirements will lead to disqualification.

2. Technical Evaluation

Technical evaluation will be carried out as follows;

No.	TECHNICAL REQUIREMENTS	MAX SCORE	SCORE AWARDED
1.	<p>i. 5years' experience in the supply and installation of furniture the bidder is required: To provide evidence in form of Local Purchase Order or Award letters for supply of furniture. (20Mks – 2Mks Each)</p> <p>ii. Provide proof of having undertaken at least three contracts of not less than Kshs. Ten (10) Million and above from a reputable firm in the last three years. (Max 15Mks – 5Mks Each), 5M to 9.9M -3Mks Each, 1M to 4.9M-1Mks</p>	35Mks	
2.	References from Three reputable entities (Attach letters from referees with working telephone numbers, email and physical addresses).	6Mks	
3.	State of company official premises in duly verification of; i) Physical premises (attach proof of ownership or lease agreements) 5Mks ii) Owned production unit (attach proof of ownership or lease agreement for the same). (This is subject to verification). 10Mks	15Mks	
3.	Financial standing Provide Audited accounts for the last three years (2020, 2019 & 2018) or (2019, 2018 & 2017) by a duly signed by practicing Auditor/Accountant whose registration number must be clearly shown (12marks) Each year 4 Mks.	12Mks	
4.	All goods should come with a warranty of not less than One (1) Year and bidders should also provide a Written Commitment to provide One (1) Year after sale service. Including Manufacturers defects and subsequent repairs.	10Mks	
5.	Work plan and methodology Provide detailed work plan and methodology of how the furniture will be supplied, delivered, assembled, fixed, arranged and handed over to the client, clearly stating the timelines.	16Mks	
6.	Written commitment letter that bidder shall furnish employer with the performance bond required for the proposed contract	6Mks	
	Total Marks	100	

Only bidders who score **70%** and above will proceed to financial evaluation stage. Those who score below **70%** will be eliminated at this stage from the entire evaluation process and will not be considered for further evaluation.

3. Financial Evaluation

Bids that pass the above stages shall be compared on the total quoted price.

The Overall lowest priced bidder will be considered lowest responsive evaluated and subsequently recommended for award.

SECTION V- GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.
- (f) Contract period means the contracting period of one (1) financial year as per clause 3.13.2 below (SCC).

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or

Information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 **Patent Rights**

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

3.7 **Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the 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 Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

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

3.8 **Inspection and Tests**

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

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

the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

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

3.8.5 Nothing in paragraph 3.8 shall in any way release the 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 Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

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

3.12 Payment

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

3.12.2 Payments shall be made promptly by the Procuring entity 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 This will be a contracting term of one (1) financial year.
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

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 the Procuring entity's prior written consent

3.15 Subcontracts

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

3.16 Termination for default

- 3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
- (a) if the tenderer fails to deliver any or all of the goods within the periods) specified in the Contract, or within any extension thereof granted by the Procuring entity
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract
 - (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity 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 procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

- 3.18.1 The procuring entity 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 it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.21 Notices

3.21.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

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

SECTION VI - SPECIAL CONDITIONS OF CONTRACT

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

1. Standards (GCC 3.4)

- GCC 3.4 (i) Tenderers are required to submit adequate/reasonable samples/ brochure for all the items tendered for.
- (ii) The brochure submitted must conform to the technical.

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

GCC 3.5.3 (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 be applicable at 5% of the total tender price.

4. Inspection and Tests (GCC 3.8)

GCC 3.8.1 (i) The Board 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 equipment(s) quoted for Conform to the contract specification.

5 Packing (GCC 3.9)

GCC 3.9.1 The equipment must be packed in order to prevent their damage or deterioration during transit to the final destination Kenya Veterinary Board Stores

6. Delivery and Documents (GCC 3.10)

- GCC 3.10.1 (i) The deliveries must be made within the stipulated contract period upon receiving the official order. Delivery must conform to the delivery schedule in the tender. Failure to deliver within the stipulated period will cause the order to be cancelled.
- (ii) The order is to be confirmed by official local Purchase Order (LPO) duly signed by an authorized Board Officer(s), sent as hard copy or as an electronic copy, through official Email addresses.
- (iii) The following documents shall be received by the procuring entity at the time of delivery. Delivery Note accompanied by duplicate copy of LPO.
- (iv) Inspection certificate issued by the nominated inspection agency or the suppliers' factory inspection report if applicable.
- (v) Suppliers invoice showing Goods description, quantity, unit price and total amount.

7. 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 Board.

8. Payment (GCC 3.12)

GCC 3.12.1 (i) Payments shall be made to the tenderer in full within (30) days for the satisfactory and accepted delivered quantity as provided in the order.

(iii) The payment shall be made to the tendered supplier/contractor and No any third parties/Agents shall be paid on behalf of supplier/contractor.

9. Prices (GCC 3.13)

- GCC 3.13.1 (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 KVB Offices.
- (iv) Prices quoted must be as per our “Unit of issue”

10. Assignment (GCC 3.14)

GCC 3.14.1 (i) The tenderer shall not assign whole/or part of his/her obligations under this contract. The order and the payment will be done and issued to the tenderer and not any other third party.

11. Liquidated damages (GCC 3.18)

GCC 3.18.1 (i) If the tenderer fails to deliver and (or install the items within the period(s) specified in the contract, the Board 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 VI), confirm that I/we have understood and I/we shall abide by them.

Tenderers Name..... Date.....




Signature..... Official Rubber Stamp.





General






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





SECTION VII - SCHEDULE OF REQUIREMENTS FOR OFFICE FURNITURE AND EQUIPMENT






Bidders are required to deliver goods within 30 days after receipts of the local purchase order/upon signing the contract.




NO.	SPECIFICATIONS	PHOTO	QTY
1	<p>(A) Chairman's Executive desk in high quality megatripple laminate finish with leather top writing pad. Table measurements 32L00x1200Wx760H mm Side return measuring 2400 x 400 x760mm and three drawer mobile pedestal measuring 450Lx500Wx700Hmm</p> <p>(B) Six door megatripple laminate finish wooden Cabinet with Open compartment on the centre 1200Lx400Wx2070Hmm</p> <p>(C) Low level cabinet with three shelves compartments 800Lx400Wx1200Hmm</p>		1
2	<p>Chairman's executive High back chair in Leather finish with wooden padded arms on knee tilt & lock Synchronized mechanism on black stitching and high quality metallic wood covered base on nylon rubber coated castors</p>		1
3	<p>Chairman's executive low back visitors chair in high quality Leather finish in chrome sleigh base & arms black stitching with leather padded arms</p>		2





<p>4</p>	<p>(A) CEO's Executive desk in high quality megatripple laminate finish with leather top writing pad. Table measurements 32L00x1200Wx760H mm Side return measuring 2400 x 400 x760mm and three drawer mobile pedestal measuring 450Lx500Wx700Hmm (B) Six door megatripple laminate finish wooden Cabinet with Open compartment on the centre 1200Lx400Wx2070Hmm (C) Low level cabinet with three shelves compartments 800Lx400Wx1200Hmm</p>		<p>1</p>
<p>5</p>	<p>CEO's Executive High back Leather chair with knee tilt & lock Synchronized mechanism on black stitching on chrome base & nylon rubber coated castors with Leather Padded arms & with 5 years warranty</p>		<p>1</p>
<p>6</p>	<p>CEO's Executive low back visitors chair in high quality pu in chrome sleigh base & arms black stitching with leather padded arms</p>		<p>2</p>
<p>7</p>	<p>A set of Executive comfortable office couch five seater (3+1+1) in Leather for CEO and Chairman office with chrome Stands. With a coffee table measuring 1200Lx600Wx450Hmm</p>		<p>2</p>

8	<p>High quality Executive Mahogany Coat hanger with wide base and chrome stands.</p>		2
9	<p>Four door low level swing wooden office Credenza in mahogany / Wenge finish with 2 glass doors at the centre measuring 1600Lx400Wx800H</p>		2
10	<p>Reception Desk Secretary Work Station (Elevated Monitor/Printer Shelf / Slide out keyboard tray and convenient sliding shelf for scanner storage) 2400Lx750Wx1200Hmm</p>		2
11	<p>Reception Desk Secretary Work Station (Elevated Monitor/Printer Shelf / Slide out keyboard tray and convenient sliding shelf for scanner storage) 1200Lx600Wx750H</p>		2
12	<p>Reception Secretary 4 Function High Back Swivel orthopedic chair with stylish adjustable armrest and adjustable headrest with adjustable Lumbar back support.</p>		2

13	<p>Black VIP executive waiting comfortable office couch Ten seater (3+3+2+1+1) in Leather with wooden arms front moulded finish and wooden stud base leg.</p>		1
14	<p>(A) Manager's Executive desk in high quality megatripple laminate finish with leather top writing pad. Table measurements 2000Lx1100Wx760H mm Side return measuring 1200 x 400 x760mm and three drawer mobile pedestal measuring 450 x500x700mm (B) three door megatripple laminate finish wooden Cabinet with Open compartment on the centre 1200x400x2070mm (C) Low level cabinet with three shelves compartments 800x400x1200mm</p>		3
15	<p>Mega tripple melamine finish high level Cabinet wenge in color with lockable glass doors on the upper side and lockable solid doors on the lower side. 1200x400x2070mm</p>		3
16	<p>Licensing and registration 2 seater executive curved 2 way alluminium work station with 3 standing lockable drawer Pedestal 1400x1200x1200mm (2800X2400X</p>		4

17	<p>Reception Desk with in white color finish on wavy design with background LED lightings 3000x900x1200 with standing drawers pedestal each side (The unit is to be used by two users)</p>		1
18	<p>Reception waiting comfortable office sofa set Five seater (3+1+1) in Pu Leather with wooden arms front moulded finish and wooden stud base leg.</p>		1
19	<p>Manager's executive high back chair in high quality pu Leather with chrome padded arms & Knee tilt mechanism on black stitching and chrome base with nylon castors</p>		3
20	<p>20 seater conference table with sockets on the top for computer/multimedia use; scratch-resistant, high quality and antirust. 5600Lx2000Wx760Hmm</p>		1
21	<p>Executive medium back board room chair in Leather finish on chrome sleigh base & arms black stitching with leather padded arms</p>		22



22	<p>2Pcs Boardroom Executive High back chair in high quality pu with chrome arms & chrome base with nylon castors Locking tilt mechanism Black stitching</p>		2
23	<p>Floor mounted background auditorium board room chairs with pouched foldable arm in leather finish</p>		20
24	<p>All season outdoor tables (one table with four chairs)</p>		3
25	<p>Heavy duty metallic 3 seater customer waiting seats full molded injected foam padding on seat and back with 5 years warranty</p>		15
26	<p>Registry Bulk Fillers 24 Bays with Shelves for box files. The will comprise two rows of six bays on a single platform</p>		1




27	<p>Client seats Medium back chair, visitors chair, high quality PU Full arms Cantilever chrome base</p>		4
28	<p>(A) Officers Executive desk in high quality megatripple laminate finish with leather top writing pad. Table measurements 2000x1100x760mm Side return measuring 1200 x 400 x760mm and three drawer mobile pedestal measuring 450 x500x700mm (B) three door megatripple laminate finish wooden Cabinet with Open compartment on the centre 1200Lx400Dx2070Hmm (C) Low level cabinet with three shelves compartments 800x400x1200mm</p>		10
29	<p>Executive low back visitors chair in high quality leather finish in chrome sleigh base & arms black stitching with leather padded arms</p>		10
30	<p>Officers executive high back chair in high quality pu Leather with Nylon leather finish padded arms & Knee tilt mechanism on black stitching and Nylon base with nylon castors</p>		10

31	5T Storage Shelf - Ivory DIMENSIONS Length-92cm Depth-39cm- Height-220cm		5
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SECTION VIII - PRICE SCHEDULE FOR GOODS





Please quote as per our Unit of issue and specifications






Furniture Specifications					
NO.	Item Specification	Pictorial Specification	Qty Required	Unit Price	Grand Total
1	<p>Chairman's Executive desk in high quality megatripple laminate finish with leather top writing pad. Table measurements 32L00x1200Wx760H mm Side return measuring 2400 x 400 x760mm and three drawer mobile pedestal measuring 450Lx500Wx700Hm m</p> <p>(B) Six door megatripple laminate finish wooden Cabinet with Open compartment on the centre 1200Lx400Wx2070H mm</p> <p>(C) Low level cabinet with three shelves compartments 800Lx400Wx1200H mm</p>		1		
2	<p>Chairman's Executive High back chair in Leather finish with wooden padded arms on knee tilt & lock Synchronized mechanism on black stitching and high quality metallic wood covered base on nylon rubber coated castors</p>		1		





3	<p>Chairman's Executive low back visitors chair in high quality Leather finish in chrome sleigh base & arms black stitching with leather padded arms</p>		2		
4	<p>(A) CEO's Executive desk in high quality megatripple laminate finish with leather top writing pad. Table measurements 32L00x1200Wx760H mm Side return measuring 2400 x 400 x760mm and three drawer mobile pedestal measuring 450Lx500Wx700Hm (B) Six door megatripple laminate finish wooden Cabinet with Open compartment on the centre 1200Lx400Wx2070H mm (C) Low level cabinet with three shelves compartments 800Lx400Wx1200H mm</p>		1		
5	<p>CEO's Executive High back Leather chair with knee tilt & lock Synchronized mechanism on black stitching on chrome base & nylon rubber coated castors with Leather Padded arms & with 5 years warranty</p>		1		




6	<p>CEO's Executive low back visitors chair in high quality pu in chrome sleigh base & arms black stitching with leather padded arms</p>		2		
7	<p>A set of Executive comfortable office couch five seater(3+1+1) in Leather for CEO and Chairman office with chrome Stands. With a coffee table measuring 1200Lx600Wx450H mm</p>		2		
8	<p>High quality Executive Mahogany Coat hanger with wide base and chrome stands.</p>		2		
9	<p>Four door low level swing wooden office Credenza in mahogany / Wenge finish tith 2 glass doors at the centre measuring 1600Lx400Wx800H</p>		2		


10	<p>Reception Desk Secretary Work Station (Elevated Monitor/Printer Shelf / Slide out keyboard tray and convenient sliding shelf for scanner storage) 2400Lx750Wx1200H mm</p>		3		
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12	<p>Reception Secretary4 Function High Back Swivel ortopedic chair with stylishadjustablearmrest and adjustable headrest with adjustable Lumbraback suport.</p>		2		
13	<p>Black VIP executive waiting comfortable office couch Ten seater (3+3+2+1+1) in Leather with wooden arms front moulded finish and wooden stud base leg.</p>		1		
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	<p>measuring 450 x500x700mm (B) three door megatripple laminate finish wooden Cabinet with Open compartment on the centre 1200x400x2070mm (C) Low level cabinet with three shelves compartments 800x400x1200mm</p>				
15	<p>Mega tripple melamine finish high level Cabinet wenge in color with lockable glass doors on the upper side and lockable solid doors on the lower side. 1200x400x2070mm</p>		3		
16	<p>Licensing and registration 2 seater executive curved 2 way alluminium work station with 3 standing lockable drawer Pedestal 1400x1200x1200mm 2800X2400X1000mm</p>		4		
17	<p>Reception Desk with in white color finish on wavey ddesign with background LED lightings 3000x900x1200 with standing drawers pedestal each side (The unit is to be used by two users)</p>		1		
18	<p>Reception waiting comfortable office sofa set Five seater (3+1+1) in Pu Leather with wooden arms front moulded finish and wooden stud base leg.</p>		1		

19	<p>Manager's executive high back chair in high quality pu Leather with chrome padded arms & Knee tilt mechanism on black stitching and chrome base with nylon castors</p>		3		
20	<p>20 seater conference table with sockets on the top for computer/multimedia use; scratch-resistant, high quality and antirust. 5600Lx2000Wx760H mm</p>		1		
21	<p>Executive medium back board room chair in Leather finish on chrome sleigh base & arms black stitching with leather padded arms</p>		22		
22	<p>2Pcs Boardroom Executive High back chair in high quality pu with chrome arms & chrome base with nylon castors Locking tilt mechanism Black stitching</p>		2		
23	<p>Floor mounted auditorium board room chairs with pouched foldable arm in leather finish</p>		20		

24	All season outdoor tables (one table with four chairs)		3		
25	Heavy duty metallic 3 seater customer waiting seats full moulded injected foam padding on seat and back with 5 years warranty		15		
26	Registry Bulk Fillers 24 Bays with Shelves for box files. The will comprise two rows of six bays on a single platform		1		
27	Client seats Medium back chair, visitors chair, high quality PU Full arms Cantilever chrome base		4		

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29	<p>Executive low back visitors chair in high quality leather finish in chrome sleigh base & arms black stitching with leather padded arms</p>		10		
30	<p>Officers executive high back chair in high quality pu Leather with Nylon leather finish padded arms & Knee tilt mechanism on black stitching and Nylon base with nylon castors</p>		10		

	5T Storage Shelf - Ivory DIMENSIONS Length-92cm Depth-39cm- Height-220cm		5		
	GRAND TOTAL 16% VAT INCLUSIVE				

SECTION IX - STANDARD FORMS

9.1 FORM OF TENDER

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. [insert numbers].the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver, install and commission

.....
(insert equipment description) in conformity with the said tender documents for the sum of

.....
.....
(total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____percent of the Contract Price for the due performance of the Contract , in the form prescribed by(Procuring entity).

4. We agree to abide by this Tender for a period of [number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this day of _____20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

9.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

<p><i>Part 1 – General:</i></p> <p>Business Name</p> <p>Location of business premises.</p> <p>Plot No..... Street/Road</p> <p>Postal Address Tel No. Fax Email</p> <p>Nature of Business,.....</p> <p>Registration Certificate No.VAT Reg. No</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers BranchBank Account</p>																																									
<p>Part 2 (a) – Sole Proprietor</p>																																									
<p>Your name in full Age</p> <p>Nationality Country of origin</p> <p>No. of employees ID/Passport No.</p> <p style="padding-left: 40px;"><input type="checkbox"/> Citizenship details</p>																																									
<p>Part 2 (b) Partnership</p>																																									
<p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 25%;">Name</th> <th style="width: 15%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">Shares%</th> <th style="width: 25%;">ID/Passport No.</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> <p>No. of employees</p>							Name	Nationality	Citizenship Details	Shares%	ID/Passport No.	1.	2.	3.	4.						
	Name	Nationality	Citizenship Details	Shares%	ID/Passport No.																																				
1.																																				
2.																																				
3.																																				
4.																																				
<p>Part 2 (c) – Registered Company</p>																																									
<p>Private or Public</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 20px;">Nominal Kshs.</p> <p style="padding-left: 20px;">Issued Kshs.</p> <p>Given details of all Chief Executive Officers as follows;</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 25%;">Name</th> <th style="width: 15%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 10%;">Shares%</th> <th style="width: 25%;">ID/Passport No.</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>...</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>							Name	Nationality	Citizenship Details	Shares%	ID/Passport No.	1.						2.	3.	4.
	Name	Nationality	Citizenship Details	Shares%	ID/Passport No.																																				
1.																																				
...																																									
2.																																				
3.																																				
4.																																				
<p>Date Signature of Candidate</p>																																									

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

9.3 TENDER QUESTIONNAIRE

Please fill in block letters

1. Full names of tenderer

.....
.....

2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)

.....
.....

3. Telephone numbers of tenderer

.....
.....

4. Official Email Address

.....
.....

5. Name of tenderers representative to be contacted on matters of the tender during the tender period.

.....
.....

6. Details of tenderers nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone and fax)

.....
.....
.....

Signature and stamp/seal of tenderer

9.4 TENDER SECURING DECLARATION FORM

The Tenderer shall complete this Form in accordance with the instructions indicated]

Date:

Tender No.....

To:

P.O. Box

I/We the Undersigned declare that

- 1) I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
- 2) I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with Kenya Veterinary Board for the period of time of [**One year** , if we are in breach of our obligation(s) under the bid conditions, because we –
 - (a) have withdrawn our tender during the period of tender validity specified by us
 - (b) having been notified of the acceptance of our Bid byduring the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
- 3) I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - (a) our receipt of a copy of your notification of the name of the successful Tenderer; or
 - (b) thirty days after the expiration of our Tender.
- 4) I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor, etc.)

Name:

Duly authorized to sign the bid for and on behalf of: [insert complete name of Tenderer] Dated on day of, [Insert date of signing]

Seal or stamp

9.5 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20_____ between
..... [name of Procurement entity] of [country of Procurement entity] (hereinafter
called “the Procuring entity) of the one part and [name of tenderer] of
..... [city and country of tenderer] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the
tenderer for the supply of those goods in the sum of [contract price in
words and figures] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

(Amend accordingly if provided by Insurance Company)

9.6 PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

WHEREAS [name of tenderer] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 _____ to _____ supply [description of goods] (hereinafter called “the Contract”).

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

9.7 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [name and address of tenderer] (hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

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

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

This guarantee shall remain valid 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]

9.8 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.

SELF DECLARATION FORM

(r.47)

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,,of Post Office Boxbeing a resident of In the republic ofdo hereby make a statement as follows:-

1.THAT I am the Company Secretary/Chief executive/Managing Director/Principal Officer/Director of(insert name of Company) who is a bidder in respect of Tender No. for (insert tender title/description) for (insert name of procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

9.10 FORM SD2

SELF DECLARATION FORM

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, of P.O Boxbeing a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Chief Executive /Managing Director/Principal Officer/ Director of..... (insert the name of the company) who is a Bidder in respect of Tender No. for (insert tender title/description) for..... (insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay inducement to any member of the Board, Management, Staff and/ or employees and/or agents of(insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents/subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the procuring entity).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder' Official Stamp

9.11 FORM SD3

SELF DECLARATION FORM

SELF DECLARATION THAT THE PERSON/TENDERER HAS GOT NO CONFLICT OF INTEREST.

I,, of P.o Box being a resident of

..... in the Republic of do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the company) who is a Bidder in respect of Tender No. for..... (insert tender title/description) for..... (insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents/subcontractors are not guilty of any violation of fair employment law practices.

3. THAT the aforesaid Bidder, its servants and/or agents/subcontractors has not been declared bankrupt, insolvent or under receivership.

4. THAT the aforesaid Bidder, its servants and/or agents/subcontractors has No person related to the firm has any spouse or children working at KVB.

5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....
(Title) (Signature) (Date)

9.12 LETTER OF ACCEPTANCE

[Letterhead paper of the
Employer]

[date]

To:

[name of the Contractor]

[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____ for the execution of [name of the Contract and identification number, as given in the Tender documents] for the Contract Price of Kshs.

[amount in figures] [Kenya Shillings_ (amount in words)] in accordance with the Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

Authorized Signature Name and

Title of Signatory Attachment:

Agreement

SECTION X: APPLICATION TO PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

FORM RB 1
REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... APPLICANT

AND

.....RESPONDENT (Procuring Entity)

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

REQUEST FOR REVIEW

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

- 1.
- 2.

By this memorandum, the Applicant requests the Board for order/orders that: - 1.

- 2.

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary