



**TENDER NUMBER: NBC/TN-S-001/10/2022**

**SUPPLY AND FABRICATION OF SEAT FABRICS FOR NAIROBI BAPTIST CHURCH.**

**VISION:** CHRIST-CENTRED CHURCH; STRONG FAMILIES; TRANSFORMED NATIONS.

**MISSION:** A WORSHIPING COMMUNITY OF THE LORD JESUS CHRIST THAT IS ADVANCING THE KINGDOM OF GOD THROUGH THE POWER OF THE HOLY SPIRIT.

**MOBILE:** (+254)734330006, 733821180, 722821180, 720430335

**WEBSITE:** [WWW.NAIROBIBAPTIST.CO.KE](http://WWW.NAIROBIBAPTIST.CO.KE)

**EMAIL:** [INFO@NAIROBIBAPTIST.CO.KE](mailto:INFO@NAIROBIBAPTIST.CO.KE)

**P.O BOX 44128-00100. NAIROBI, KENYA.**

## **SECTION I - INVITATION FOR TENDERS.**

**TENDER NUMBER: NBC/TN-S-001/10/2022**

**TENDER NAME: SUPPLY AND FABRICATION OF SEAT FABRICS FOR NAIROBI BAPTIST CHURCH.**

**CLOSING DATE: FRIDAY 25<sup>TH</sup> NOVEMBER 2022 AT 12:30 PM**

- 1.1 NBC invites sealed tenders from eligible candidates for the SUPPLY AND FABRICATION OF SEAT FABRICS FOR NAIROBI BAPTIST CHURCH. This invitation is made through the NBC website and notice boards within its assemblies.
- 1.2 Tender documents may be viewed and downloaded free from the website ([www.nairobibaptist.co.ke](http://www.nairobibaptist.co.ke)). Tenderers who download the tender document must forward their particulars immediately to [procurement@nairobibaptist.co.ke](mailto:procurement@nairobibaptist.co.ke) to facilitate any further clarification or addendum.
- 1.3 Prices quoted should be inclusive of all taxes and delivery costs and must be expressed in Kenya shillings and shall remain valid for a period of 90 days from the closing date of the tender.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the Tender Number and Tender name, and be deposited in the Tender Box at the NBC Head Office located along Ngong Road to be addressed to:

**Pastor In-Charge of Operations**  
**Nairobi Baptist Church**  
**P.O Box 44128 - 00100**  
**NAIROBI**

To be received on or before Friday 25<sup>th</sup> November, 2022 at 12:30 pm.

- 1.5 Tenderers are invited for a site visit at Nairobi Baptist Church Ngong Road-New Ministry center on Friday 11<sup>th</sup> November 2022 from 10 am to 1 pm or Monday 21<sup>st</sup> November 2022 from 10 am to 1 pm. A certificate of Site Visit shall be issued to authorized attendees.
- 1.7 Tenders will be opened immediately thereafter in the presence of the tenderers' representatives who may choose to attend the opening at the **NBC Ngong Road Bethel Sanctuary.**

## FORM OF TENDER

To:

**NAIROBI BAPTIST CHURCH**

**P.O BOX 44128 - 00100**

**NAIROBI**

Date \_\_\_\_\_

**TENDER REF: NBC/TN-S-001/10/2022**

**TENDER NAME: SUPPLY AND FABRICATION OF SEAT FABRICS FOR NAIROBI BAPTIST CHURCH**

Gentlemen and/or Ladies: -

1. Having examined the Tender documents including Addenda No. *(If provided, insert numbers)* ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to Supply and fabricate the Seat Fabrics for Nairobi Baptist Church under this tender in conformity with the said Tender document for the sum of

.....

.....

..... ***[Total Tender amount in words and figures]***  
or such other sums as may be ascertained by the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to Supply and fabricate the Seat Fabrics for Nairobi Baptist Church by the conditions of the tender.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022

\_\_\_\_\_

[Signature]

\_\_\_\_\_

[In the capacity of]

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

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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 Appendix to Instructions to Tenderers. Successful Tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2 The procuring entity's employees, committee members, board members, and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed by the Elders Court of NBC.

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 has 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 services 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 Cost of Tendering**

2.2.1 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.

2.2.2 The price to be charged for the tender document shall be Kshs. 1,000/=

2.2.3 Payment for the tender document shall be done via the NAIROBI BAPTIST CHURCH Bank account and a copy of the receipt attached to the first page of the tender document.

<b>Bank Name:</b>	<b>KCB Group</b>
<b>Branch:</b>	<b>Prestige Plaza</b>
<b>Branch Code:</b>	<b>259</b>
<b>Account Name:</b>	<b>Nairobi Baptist Church</b>
<b>Account Number:</b>	<b>1114430323</b>
<b>Payment Currency:</b>	<b>Kenya Shillings</b>
<b>Bank Swift Code:</b>	<b>KCBLKENX</b>

## **2.3 Contents of Tender Document**

2.3.1 The tender documents comprise the documents listed below, and the addenda pursuant to clause 2.5 of these instructions to Tenderers.

- (i) Instructions to Tenderers
- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of Fabrication Services
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Certificate of Site Visit
- (xi) Declaration Form

2.3.2 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 tenderer's risk and may result in the rejection of its tender.

## **2.4 Clarification of Tender Documents**

2.4.1 A Candidate making inquiries about the tender documents may notify the Procuring entity in writing by post or by email at the procuring entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days before to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 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.



## **2.5 Amendment of Tender Documents**

- 2.5.1 At any time before the deadline for submission of tenders, the Procuring entity, for any reason, whether at its initiative or in response to a clarification requested by a prospective Tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2 All prospective Tenderers who have obtained the tender documents will be notified of the amendment by post or email and such amendment will be binding on them.
- 2.5.3 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.

## **2.6 Language of Tenders**

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

## **2.7 Documents Comprising the Tender**

- 2.7.1 The tender prepared by the Tenderer shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed by paragraphs 2.8, 2.9, and 2.10 below
  - (b) Documentary evidence established by paragraph 2.1.2 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
  - (c) Confidential business questionnaire

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

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

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

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

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings

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

2.11.1 Pursuant to paragraph 2.1 the Tenderer shall furnish, as part of its tender, documents establishing the Tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

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

## **2.12 Tender Security**

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

2.12.2 The tender security is not applicable in this reserved category.

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 90 days after 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.

2.13.2 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 2.12 shall also be suitably extended. A Tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14 Format and Signing of Tenders**

2.14.1 The Tenderer shall prepare an original tender, clearly marking each **“ORIGINAL TENDER”** as appropriate.

2.14.2 The original 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 initiated by the person or persons signing the tender.

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

## **2.15 Sealing and Marking of Tenders**

2.15.1 The Tenderer shall seal the original tender in a sealed envelope, duly marking the envelope as **“ORIGINAL TENDER”**

2.15.2 The Tender envelope shall:

(a) Be addressed to the Procuring entity at the following address:

**Pastor In-Charge of Operations  
Nairobi Baptist Church  
P.O Box 44128 - 00100  
NAIROBI**

**(b) To be received on or before Friday 25<sup>th</sup> November 2022 at 12.30 pm-East Africa Time.**

## **2.16. Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **Friday November 25<sup>th</sup>, 2022, at 12.30 pm-East Africa Time.**

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

## **2.17 Modification and Withdrawal of Tenders**

- 2.17.1 The Tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity before the deadline prescribed for submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched by the provisions of paragraph 2.15. A withdrawal notice may also be sent by post or email but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, under paragraph 2.12.7.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination
- 2.17.6 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.

## **2.18 Opening of Tenders**

- 2.18.1 The Procuring entity will open all tenders in the presence of Tenderers' representatives who may choose to attend the NBC Ngong Road Bethel Sanctuary at 12:30 under paragraph 2.16 above. The Tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 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.
- 2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to Tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

- 2.19.1 To assist in the examination, evaluation, and comparison of tenders 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.
- 2.19.2 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 Tenderer's tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 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.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail
- 2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, 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.
- 2.20.5 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 nonconformity.

## **2.21 Conversion to the single currency**

- 2.21.1 Where other currencies are used, the Procuring entity 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.

## **2.22 Evaluation and Comparison of Tenders**

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, according to paragraph 2.20

**Note:**

The comparison shall be of the prices including all costs as well as duties and taxes payable on all materials and equipment to be used in the supply and fabrication of the Nairobi Baptist Church Seats.

2.22.2 The Procuring entity's evaluation of a tender will consider, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) Operational plan proposed in the tender.

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

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

(a) Operational Plan

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

(b) Deviation in the payment schedule

(i) Tenderers shall state their tender price for the payment on the schedule outlined in the special conditions of the contract. Tenders will be evaluated based on this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected Tenderer.

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

### **2.23 Contacting the Procuring entity**

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

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

### **2.24 Post-Qualification**

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

2.24.2 The determination will consider 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 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for the 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.

### **2.25 Award Criteria**

2.25.1 The Procuring entity will award the contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards, the Tenderer shall have the following: -

- (a) Necessary qualifications, capability experience, services, equipment, and facilities to provide what is being procured.
- (b) Legal capacity to enter a contract for the procurement
- (c) Shall not be insolvent, in receivership, bankrupt, or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

### **2.26 Procuring entity's Right to accept or reject any or all Tenders**

2.26.1 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. If the Procuring entity determines that none of the tenders is responsive, the Procuring Entity shall notify each Tenderer who submitted a tender.

2.26.2 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.

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

### **2.27 Notification of Award**

2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful Tenderer in writing that its tender has been accepted.

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

2.27.3 Upon the successful Tenderer's furnishing of the performance security (where applicable) the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

### **2.28 Signing of Contract.**

2.28.1 At the same time as the Procuring entity notifies the successful Tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other Tenderers that their tenders have not been successful.

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

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

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

### **2.29 Performance Security (not applicable at this stage)**

2.29.1 The successful Tenderer shall furnish the performance security by the Conditions of the Contract, in a form acceptable to the Procuring entity.



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

### **2.30 Corrupt or Fraudulent Practices**

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

2.30.2 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

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

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

The following information for the supply and fabrication of seat fabrics shall complement, supplement, or amend, the provisions of the instructions to Tenderers. Wherever there is a conflict between the provisions of the instructions to Tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to Tenderers.

Instruction to tender reference	Of Appendix to instructions to Tenderers
2.1	The tender is OPEN
2.15.2 (b)	Friday 25 <sup>th</sup> November 2022 at 12.30 pm- East Africa Time.
2.12.2	Not applicable
2.18.1	Friday 25 <sup>th</sup> November 2022 at 12.30 pm- East Africa Time.

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

### **GENERAL CONDITIONS OF THE 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 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 Services” means services to be provided by the Tenderer including any documents, which the Tenderer is required to provide to the Procuring entity under the Contract.

(d) “The Procuring entity” means the organization procuring the services under this Contract in this case is NAIROBI BAPTIST CHURCH.

(e) “The Contractor” means the organization or firm providing the services under this Contract.

(f) “GCC” means the General Conditions of Contract contained in this section.

(g) “SCC” means the Special Conditions of Contract

(h) “Day” means calendar day

(i) ‘NBC’ means Nairobi Baptist Church

(j) “Fabrication” means preparing the approved fabric and fix it on the seats.

(k) “Seat” means a complete unit of the seat that includes the backrest and sitting base.

#### **3.2 Application.**

3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of another part of the contract.

#### **3.3 Standards**

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

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

- 3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
- 3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the contracts or performance under the Contract if so, required by the Procuring entity.

### **3.5 Patent Rights**

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

### **3.6 Performance Security**

- 3.6.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC
- 3.6.2 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.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or a freely convertible currency acceptable to the Procuring entity and shall be in the form of:
- a) A bank guarantee.
  - b) Such insurance guarantee approved by the PPRA.
  - c) Letter of credit.
- 3.6.4 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 Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.7 Delivery of services and Documents**

3.7.1 Delivery of the services shall be made by the Contractor by the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

### **3.8 the Payment**

3.8.1. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC

### **3.9 Prices**

3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, except for any price adjustments authorized in SCC vary from the prices quoted by the Tenderer in its tender or in the procuring entity's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year **(12 months)**

3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

### **3.10 Assignment**

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

### **3.11 Termination for Default**

3.11.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) if the Contractor fails to provide any or all the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 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, services similar to those un-delivered and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However, the contractor shall continue the performance of the contract to the extent not terminated.

### **3.12 Termination for Insolvency**

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

### **3.13 Termination for Convenience**

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

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

### **3.14 Resolution of Disputes**

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

3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

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

3.18.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### **3.19 Special Conditions of Contract as relates to the General Conditions of Contract**

<b>Reference of conditions of general contract</b>	<b>A special condition of contract</b>
<b>3.6 Performance security</b>	5% of the Tender Sum upon notification of the Award.
<b>3.7 Delivery of Services</b>	The services will be provided at the Nairobi Baptist Church, New Ministry Centre. (Main Sanctuary along Ngong Road.)
<b>3.8 Payment</b>	Payment will be made within 30 days upon proof of satisfactory performance and invoice. Otherwise, a formal written request can be sent to the Church.
<b>3.9 Price adjustment</b>	No price adjustment during the contract period unless agreed in writing by both parties as indicated in 3.9.1
<b>3.17 Laws applicable</b>	Laws of Kenya
<b>3.18 Notices</b>	PASTOR IN CHARGE OF OPERATIONS NAIROBI BAPTIST CHURCH P.O BOX 44128 – 00100 NAIROBI-KENYA.

## SECTION VI - STANDARD FORMS

### Notes on the standard Forms

1. **Form Of Tender** - The form of Tender must be completed by the Tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the Tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Certificate of Site Visit-** This certificate shall only be issued to Tenderers who shall send authorized representatives to visit the Procuring Entity's premises on the appointed dates. This duly signed certificate must be attached to the tender documents on submission. Uniform measurements shall be taken by tenderers at will.
4. **Schedule of Works-** The Tenderer must submit the work schedule that includes the detailed scope of works, the delivery schedule, and the lead time for the completion of the works.
5. **Contract Form** - The contract form shall not be completed by the Tenderer at the time of submitting the tender. The contract form shall be completed after the contract award and should incorporate the accepted contract price.
6. **Confidential Business Questionnaire Form** - This form must be completed by the Tenderer and submitted with the tender documents.

**PRICE SCHEDULE FORM**

The price shall be billed as follows.

	<b>AREA OF OPERATION</b>	<b>NUMBER/QUANTITY REQUIRED</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
1	<b>Main Fabric (External)</b>				
2	<b>Thin Foam sheet (1<sup>st</sup> Layer)</b>				
3	<b>Interior Lining sheet</b>				
4	<b>Labour Charge.</b>				
5	<b>Other Costs Must be Specified</b>				
	<b>TOTAL TENDER AMOUNT</b>				

**NOTE:**

We ..... (*Insert the name of the Tenderer*) certify that the above-mentioned and the consented price is the total cost to supply the required fabric and fabricate a total of 3000 units of seats where 2500 units shall be fabricated on site and 500 units be kept as spares. A unit of the seat includes the backrest and sitting base.



## EVALUATION CRITERIA

### PART 1: MANDATORY REQUIREMENT

	Requirements	Attached or not	Remarks
1.	Company registration certificate (registration certificate/certificate of incorporation)		
2.	Copy of CR12 for Limited Liability Companies and Partnerships		
3.	VAT/PIN Registration certificate		
4.	Valid County trading license/permit		
5.	Valid KRA tax compliance certificate		
6.	Availability of physical Office (Evaluation team may visit to confirm)		
7.	Duly filled confidential business questionnaire with disclosure of directors/ partners /sole proprietors		

**NOTE: All copies of the above Documents MUST be attached for a firm to be qualified to proceed to the next level of evaluation.**

### PART 2: TECHNICAL EVALUATION

	Requirements	MAX POINTS	SCORE
1	Certified copies of audited financial reports for the last 2 years Evidence of profit-making in the last 2 years	5	
2	Copies of the NHIF Compliance certificate or evidence of remittance of employees' NHIF contribution from June 2021 to December 2021 Evidence attached .....5 Evidence not attached.....0	5	
3	Copies of the NSSF Compliance certificate or evidence of remittance of employees' NSSF contribution from June 2021 to December 2021 Evidence attached .....5 Evidence not attached.....0	5	
4	Proof of ownership of equipment for the works At least 6 attached .....12 At least 2 attached.....2	12	

5	Provide CVs of at least (3) technical personnel in the organization (Directors, supervisor, and key staff duly signed) <ul style="list-style-type: none"> <li>Degree-----3</li> <li>Diploma-----2</li> <li>Certificate-----1</li> </ul>	3	
6	Evidence of workman injury benefit act (WIBA) cover for staff: Evidence attached .....5 Evidence not attached.....0	5	
7	Documentary evidence of ongoing/ completed projects (a maximum of 3 projects) <ul style="list-style-type: none"> <li>project of similar nature complexity and magnitude-15</li> <li>project of similar nature but of lower value than the one in consideration.....10</li> <li>No ongoing/ completed project of similar nature.....01</li> </ul>	15	
8	Proof of compliance to KEBS or Pharmacy and Poisons Board health and safety standards for the Fabrics or Applicable body Evidence attached .....10 Evidence attached from other Applicable Organizations.....5 Evidence not attached.....0	10	
9	Reference from 3 main current clients Evidence attached from 3 .....10 Evidence attached from 2 clients.....5 Evidence attached from 1 client.....2 Evidence not attached.....0	10	
10	Provision of <b>Returnable Marked Samples of 1sq. Ft per color (Blue, Red, and Green)</b> Evidence attached for three colors.....15 Evidence attached for two colors.....10 Evidence attached for one color.....05 Evidence NOT attached .....00	15	
11	Credit Facility to be offered 30 Days .....1 60 Days.....2 90 Days.....5	5	
12	Detailed project plan on the scope of work: Evidence attached .....5 Evidence not attached.....0	5	
13	Recent 6-month bank statement Evidence attached .....5 Evidence not attached.....0	5	
	<b>TOTAL</b>	<b>100</b>	

1. **A Tenderer must score a minimum score of 75% to be recommended for the next stage of financial evaluation.**
2. **Validity of the attached document is subject to confirmation by the evaluation committee.**

#### **Financial evaluation of technically qualified bidders**

##### **Financial Evaluation (Price)**

Tenderers should note that only tenders that **score 75% and above** on the Technical Evaluation will qualify to have their financial bids evaluated. Those scoring below 75% will not be evaluated further and will be disqualified.

#### **PART 3: PRICE COMPARISON**

The tender sums quoted by the bidders will be compared and the lowest responsive bid will be recommended for the contract award subject to the evaluation criteria above.

##### **RECOMMENDED TENDERER**

The Lowest Evaluated Tender (LET) that will be recommended for the award of the contract will be the one found to be the most competitive tender under the Technical and Financial (Price) Evaluation Criteria.

## **CONTRACT FORM**

THIS AGREEMENT made on 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 the service and has accepted a tender by the tenderer for the supply of the services 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 Details of cover
  - (d) the General Conditions of the 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 tenderer hereby covenants with the Procuring entity to provide the service 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 provision of the services 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 by their respective laws the day and year first above written

Signed, sealed, and \_\_\_\_\_ delivered by \_\_\_\_\_ the \_\_\_\_\_ ***(for the Procuring entity)***

Signed, sealed, and delivered by \_\_\_\_\_ the \_\_\_\_\_ ***(for the tenderer)*** in the presence of \_\_\_\_\_

## **CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the 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 offense to give false information on this Form.**

### **Part 1 -General:**

Business Name .....

Location of business premises .....

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

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

Nature of business .....

Registration Certificate No. ....

The maximum value of the business which you can handle at any one time  
Kshs.....

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

### **Part 2(a) – Sole Proprietor:**

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

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

### **Party 2(b) – Partnership**

Give details of partners as follows

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

### **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. ....
2. ....
3. ....
4. ....
5. ....

Date.....Signature of Tenderer .....

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration