

Agricultural Finance Corporation



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**TENDER DOCUMENT FOR PROVISION OF
MAINTENANCE SERVICES FOR PABX**

FOR THE FINACIAL YEAR 2018/2019

TENDER NO. AFC/06/03/2018

Closing Date: Tuesday, 24th April, 2018 at 12.00Noon

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SECTION I - INVITATION FOR TENDERS

Date: 03-03-2018

TENDER NO: AFC/06/03/2018

TENDER NAME: Maintenance Services for PABX

- 1.1** The Agricultural Finance Corporation invites eligible candidates to bid through IFMIS for Provision of **Maintenance Services for PABX**.
- 1.2** Interested eligible candidates may obtain tender documents from the Corporation's website: www.agrifinance.org, free of charge.
- 1.3** Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings (KES) and shall remain valid for a period of **(120)** days from the closing date of the tender.
- 1.4** Bidders are expected to participate through IFMIS. Please login to: <http://ifmisapp01.treasury.go.ke:8006>. In case of any query, please use the following addresses:

procurement@agrifinance.org

**The Managing Director,
Agricultural Finance Corporation,
P.O. Box 30367 – 00100 GPO,
NAIROBI.**

- 1.4** The bids should be received in IFMIS on or before **Tuesday, 24th April, 2018 at 12.00 Noon**
- 1.5** Tenders will be opened through IFMIS immediately thereafter in the presence of the Tenderers or their representatives who choose to attend the opening at **3rd Floor of Development House, along Moi Avenue, the AFC/ADC Conference Hall, at 2.30pm.**

**Head of Procurement
Agricultural Finance Corporation**

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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 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 Agricultural Finance Corporation's **employees, committee members, board members and their relatives (spouse and children)** are not eligible to participate in the tender.

2.1.3. Tenderers shall provide the qualification information statement that the Tenderers (**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 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 Tenderers shall bear all costs associated with the preparation and submission of its tender, and the Agricultural Finance Corporation, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3 Contents of tender documents

2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i)** Instructions to Tenderers
- ii)** General Conditions of Contract
- iii)** Special Conditions of Contract
- iv)** Schedule of Requirements
- v)** Details of service
- vi)** Form of tender
- vii)** Price schedules
- viii)** Confidential Business Questionnaire Form

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- ix) Tender Security Form
- x) Integrity Declaration Form
- xi) Non-Debarment Statement Form

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

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify the Agricultural Finance Corporation by post, fax or by email at the Agricultural Finance Corporation's address indicated in the Invitation for tenders. The Agricultural Finance Corporation will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the Agricultural Finance Corporation. Written copies of the Agricultural Finance Corporation'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 Agricultural Finance Corporation 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.

2.4.3 Preference where allowed in the evaluation of tenders shall not exceed 10%

2.5 Amendment of Tender Documents

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

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

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

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2.6 Language of Tenders

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

2.7. Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule;
- (b) Documentary evidence establishing that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security of Kshs 100,000 valid for a period of 150 days from the date of tender opening in form of a bank or insurance guarantee or bankers cheque.
- (d) Declaration Form.

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.

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

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

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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 Validity of Tenders

2.12.1 Tenders shall remain valid for 120 days after date of tender opening. A tender valid for a shorter period shall be rejected by the Corporation as non-responsive.

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

2.13 Deadline for Submission of Tenders

2.13.1 Tenders must be received by the Agricultural Finance Corporation at the address specified under paragraph 2.15.2 not later than **Tuesday, 24th April, 2018 at 12.00 Noon**

2.13.2 The Agricultural Finance Corporation 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 Agricultural Finance Corporation and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.13.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

2.14 Modification and Withdrawal of Tenders

2.14.1 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 prior to the deadline prescribed for submission of tenders.

2.14.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.14.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity.

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Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.15 Opening of Tenders

2.15.1 The Agricultural Finance Corporation will open all tenders in IFMIS in the presence of Tenderers' representatives who choose to attend, at **2.30p.m., Tuesday, 24th April, 2018**, and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.15.2 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 Agricultural Finance Corporation, at its discretion, may consider appropriate, will be announced at the opening.

2.15.3 The Agricultural Finance Corporation 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.

2.16 Clarification of Tenders

2.16.1 To assist in the examination, evaluation and comparison of tenders the Agricultural Finance Corporation 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.

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

2.17 Preliminary Examination and Responsiveness

2.17.1 The Agricultural Finance Corporation 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.

2.17.2 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

2.17.3 The Agricultural Finance Corporation may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material

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deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.17.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Agricultural Finance Corporation 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 Agricultural Finance Corporation's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.18 Conversion to single currency

2.18.1 Where other currencies are used, the Agricultural Finance Corporation 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.

2.19 Evaluation and Comparison of Tenders

2.19.1 The Agricultural Finance Corporation will evaluate and compare the tenders which have been determined to be substantially responsive.

2.19.2 The Agricultural Finance Corporation's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract

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

- (a) Operational Plan
- (b) The Agricultural Finance Corporation 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 Corporation's required delivery time will be treated as non-responsive and rejected.
- (c) Deviation in payment schedule
- (d) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract.

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- (e) Tenders will be evaluated on the basis of this base price.
- (f) 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 Agricultural Finance Corporation may consider the alternative payment schedule offered by the selected Tenderer.

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

2.20 Preliminary Evaluation

The Preliminary Evaluation's purpose is to look at mandatory requirements needed to operate as a company; this does not have any score but it is marked Yes/No and if a Firm gets even One (1) No, it is disqualified at that stage. Please submit copies of the following mandatory requirements for Preliminary Evaluation:

Preliminary Evaluation Criteria

S/No.	Criteria	Yes	No
1.	Certificate of Incorporation /Registration Certificate		
2.	Valid trade License		
3.	Valid Tax Compliance Certificate		
4.	Valid Pin Certificate		
5.	Valid Vat Certificate		
6.	CR12 Certificate		
7.	Attach Director(s) National ID Card Copies		
8.	Confidential Business Questionnaire dully filled and signed by Company authorized Director(s)		

- a) Please ensure that you adhere fully to the above requirements because this is an elimination stage. As mentioned above, if you miss even One (1) document you will be eliminated at this stage.

TECHNICAL EVALUATION CRITERIA

S/No.	Criteria	Weighting score	Maximum score
1.	Registration Documentation: <ul style="list-style-type: none"> ➤ Certificate of incorporation ➤ VAT/PIN Certificate ➤ AGPO Certificate ➤ Valid Trade License 	5	20

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S/No.	Criteria	Weighting score	Maximum score
2.	Attach List of your company Equipments, including vehicles etc, or Capacity to Hire; Provide evidence in form of copies of logbooks of equipments or list of equipments, at least Five (5) equipments	2	10
3.	Current Bank statements for the last 3 years; Provide copies of certified Current Bank statements duly signed and stamped by your bank.	10	30
4.	Must have been in existence for a minimum of Three (3) Years. Will be verified by the Certificate of Incorporation /Registration Certificate.	2	10
Maximum Technical Total			70

2.22 Contacting the procuring entity

2.22.1 No tenderer shall contact the Agricultural Finance Corporation on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.22.2 Any effort by a tenderer to influence the Agricultural Finance Corporation in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.23 Award of Contract

a) Post qualification

2.23.1 In the absence of pre-qualification, the Agricultural Finance Corporation will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.23.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, as well as such other information as the Agricultural Finance Corporation deems necessary and appropriate.

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2.23.3 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 Agricultural Finance Corporation will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.23.4 The Agricultural Finance Corporation 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.

2.23.5 The Agricultural Finance Corporation 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(s) or any obligation to inform the affected tenderer(s) of the grounds for the Agricultural Finance Corporation's action. If the Procuring Entity determines that none of the tenderers is responsive; the Agricultural Finance Corporation shall notify each tenderer who submitted a tender.

2.23.6 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**.

2.24 Notification of award

2.24.1 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.

2.24.2 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. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25 Signing of Contract

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

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2.25.2 Within fourteen (**14**) **days** of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Agricultural Finance Corporation.

2.25.3 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.

2.26 Corrupt or Fraudulent Practices

2.26.1 The Agricultural Finance Corporation 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.

2.26.2 The Agricultural Finance Corporation 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.

2.26.3 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 THE TENDERERS

Notes on the appendix to instruction to Tenderers

- 1.** The appendix to instructions to tenderers is intended to assist the Procuring Entity in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be prepared for each specific procurement.
- 2.** The procuring entity should specify in the appendix information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement and the tender evaluation criteria that will apply to the tenderers.
- 3.** In preparing the appendix the following aspects should be taken into consideration:
 - a.** The information that specifies and complements provisions of section III to be incorporated.
 - b.** Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
- 4.** Section II should remain intact and only be amended through the appendix.

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Appendix to instructions to tenderers

The following information for procurement of services shall complement 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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers
2.10	Particulars of other currencies allowed.
2.11	Particulars of eligibility and qualifications documents of evidence required
2.12	Particulars of tender security if applicable.
2.24	Particulars of post – qualification if applicable
2.30	Particulars of performance security if applicable
Other's as necessary	Complete as necessary

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) **"The contract"** means the agreement entered into between 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 contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) **"The Procuring Entity"** means the organization sourcing for the services under this Contract.
- e) **"The contractor"** means the individual or firm providing the services under this Contract.
- f) **"GCC"** means general conditions of contract contained in this section
- g) **"SCC"** means the special conditions of contract
- h) **"Day"** means calendar day

3.2 Application

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

3.3 Standards

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements.

3.5 Patent Right's

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

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3.7 Inspections and Tests

- 3.7.1** The Agricultural Finance Corporation or its representative shall have the right to inspect and/or to test the services 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.
- 3.7.2** The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Agricultural Finance Corporation.
- 3.7.3** Should any inspected or tested services fail to conform to the Specifications, the Agricultural Finance Corporation may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Agricultural Finance Corporation.
- 3.7.4** Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

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.

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3.11 Termination for Default

The Agricultural Finance Corporation 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 provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Agricultural Finance Corporation.
- b)** If the tenderer fails to perform any other obligation(s) under the Contract.
- c)** If the tenderer, in the judgment of the Agricultural Finance Corporation has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Agricultural Finance Corporation terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring Entity for any excess costs for such similar services.

3.12 Termination of insolvency

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

3.13 Termination for convenience

3.13.1 The Agricultural Finance Corporation 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 convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the Agricultural Finance Corporation may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

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3.14 Resolution of disputes

The Agricultural Finance Corporation's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

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

3.16 Force Majeure

The contractor shall not be liable *for* forfeiture of its performance security where applicable, 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.

3.17 Applicable Law.

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

3.18 Notices

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

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

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SECTION IV SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the Procuring Entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complements provisions of section III must be incorporated.
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated.

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	Specify performance security if applicable
3.8	Specify method and conditions of performance
3.9	Specify price adjustments allowed
23.14	Specify resolution of disputes
3.17	Specify applicable law
3.18	Indicate addresses of both parties
Other's as necessary	Complete as necessary

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SECTION V – DESCRIPTION OF SERVICES

Provision of Maintenance services for PABX as per the attached list on page 23. Bidders are required to quote for only labour Charges

SECTION VI- STANDARD FORMS

Notes on standard forms

- 1.** The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
- 2.** When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
- 3.** The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.

SECTION VI - STANDARD FORMS

- 1.** Form of tender
- 2.** Price schedules
- 3.** Confidential Questionnaire form

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6.1 FORM OF TENDER

Date: _____

Tender No: AFC/06/03/2018

To: **Agricultural Finance Corporation**
P. O. Box 30367 – 00100
NAIROBI.

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 provide Maintenance Services for PABX** 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 the said service in accordance with the requirement schedule specified in the Schedule of Requirements.
3. We agree to abide by this Tender for a period of **[Number]** days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us subject to signing of the Contract by the parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 2015

[Signature]

[In the capacity of]

Duly authorized to sign tender for an on behalf of _____

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6.2 PRICE SCHEDULE OF SERVICES

Name of Tenderer: _____ Tender Number: _____

1	2	3	4	5	6	7
Item	Description	Quantity & quality	Duration	Unit Price	Total Price EXW per item (cols. 4x5)	Unit Price of other incidental services payable

AS PER THE ATTACHED LIST ON PAGE 23

Signature of tenderer _____

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

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6.2.1 LIST OF PABX SYSTEM

ANNEX I

HIPATH 3800 IP PABX			
DESCRIPTION		QUARTERLY RATES KES	ANNUAL RATE KES
HIPATH IP PABX described below	Equipped as		
EXCHANGE LINES			
Analogue	15		
ISDN PRI	1		
EXTENSION LINES			
Analogue extensions (spread in the entire branch network)	Digital 150		
extensions – High end phones	4		
Digital extensions – Low end phones	15		
IP Phones	120		
Call Accounting Software (Telemann)	1		
SUB-TOTAL			

N/B: IP Phones (120 pieces are across our branch network)

ANNEX II

INSTALLATION – HIPATH 3800 IP PABX		
DESCRIPTION	QUARTERLY RATES KES	ANNUAL RATE KES
Programming of new extensions, lines, changes on class of service, and other software modifications that do not require software upgrades		
GRAND TOTAL		

N/B: Please quote maintenance per quarterly basis and annual.

Contract duration is One (1) Year.

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6.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General

Business Name

Location of Business Premises

Plot No,Street/Road

Postal addressTel No.Fax Email

Nature of Business

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kes.

Name of your bankers

Branch

Part 2 (a) – Sole Proprietor

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

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

Citizenship details

Part 2 (b) – Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
1.
2.
3.

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1.
2.
3.

Date.....Signature of Candidate.....