

REQUEST FOR PROPOSALS (RFP)

**LEASE OF OFFICE PREMISES IN;
MOMBASA, KISUMU, ELDORET, KAKAMEGA, MACHAKOS,
EMBU, NYERI, NAKURU AND GARISSA**

TENDER NO. RFP/PPB/TND-05/2013-2014

The Pharmacy and Poisons Board

Lenana,Road

P.O. Box 27663-00506

Nairobi, Kenya

Website: www.pharmacyboardkenya.org

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SECTION I - INVITATION TO TENDER

DATE: 03rd June, 2014
TENDER NO.: RFP/PPB/TND-05/2013-2014
TITLE OF TENDER: LEASE OF OFFICE PREMISES

The Pharmacy and Poisons Board invites tenders from interested and eligible candidates willing to enter into a contract for the **lease of office premises**. The Pharmacy and Poisons board in pursuit to enhance its operations wishes to establish fully fledged offices in the following towns: Mombasa, Kisumu, Eldoret, Kakamega, Machakos, Embu, Nyeri, Nakuru and Garissa

Interested eligible candidates may obtain further information from and inspect the tender documents at the Pharmacy and Poisons Board Procurement Office, Lenana Road , during normal working hours, Monday-Friday inclusive, exclusive of weekends and public holidays.

The Tender Document will be issued free of charge and a complete set may be obtained by interested candidates from Pharmacy and Poisons Board Website:

www.pharmacyboardkenya.org

Or from the Pharmacy and Poisons Board Procurement Office, Lenana Road , during normal working hours.

Tenderers will however be required to register with the Pharmacy and Poisons Board Procurement Office, Lenana Road, for records and for the purposes of receiving any further tender clarifications and/or addendums.

Prices quoted should be net inclusive of all taxes and delivery costs and shall remain valid for a period of **120 days** from the closing date of the tender.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender reference number and be deposited in the **tender box** provided at The Main Entrance to the Pharmacy and Poisons Board offices, Nairobi or be addressed and posted to:

The Registrar
Pharmacy and Poisons Board, Lenana Road
P.O. Box 27663-00506, Nairobi, Kenya
Tel: 020-2716905/6,020-3562107; Fax: 2713409
Email: procurement@pharmacyboardkenya.org
Website: www.pharmacyboardkenya.org

to be received on or before **18th June, 2014** at **1100hrs**

Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who may choose to attend in the **boardroom** of Pharmacy and Poisons Board offices.

THE REGISTRAR
PHARMACY AND POISONS BOARD

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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 Pharmacy and Poisons Board's employees, committee members, Board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Pharmacy and Poisons board 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 Pharmacy and Poisons Board, 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. **(Not applicable this tender)**

2.2.3 The Pharmacy and Poisons Board shall allow the tenderer to review the tender document free of charge.

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 5 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Service Specifications

- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire 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 tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Pharmacy and Poisons Board in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Pharmacy and Poisons Board will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Pharmacy and Poisons Board. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

2.4.2. The Pharmacy and Poisons Board 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 documents

2.5.1. At any time prior to the deadline for submission of tenders, the Pharmacy and Poisons Board, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the request for proposal 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 Pharmacy and Poisons Board, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

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 Pharmacy and Poisons Board, 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

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 8, 9,10 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

2.9.5 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

2.9.6 Price variation requests shall be processed by the Pharmacy and Poisons Board within 30 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

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

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Pharmacy and Poisons Board 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 Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.3 The tender security is required to protect the Pharmacy and Poisons Board against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8

2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

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

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.4 will be rejected by the Pharmacy and Poisons Board as non responsive, pursuant to paragraph 2.20

2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Pharmacy and Poisons Board .

2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.8 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the Pharmacy and Poisons Board 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 2.26

or

(ii) to furnish performance security in accordance with paragraph 2.27.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by the Pharmacy and Poisons Board, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Pharmacy and Poisons Board as non-responsive.

2.13.2 In exceptional circumstances, the Pharmacy and Poisons Board 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 may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER,**" as appropriate. In the event of any discrepancy between them, the original shall govern.

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

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

2.15 Sealing and Marking of Tenders

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

(a) be addressed to the Pharmacy and Poisons Board at the address given in the invitation to tender.

(b) bear, tender number and name in the invitation to tender and the words: "**DO NOT OPEN BEFORE 18TH JUNE, 2014, at 1100hrs.**"

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

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, the Pharmacy and Poisons Board will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Pharmacy and Poisons Board at the address specified under paragraph 2.15.1 not later than **1100hrs on 18th June, 2014.**

2.16.2 The Pharmacy and Poisons Board may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of the Pharmacy and Poisons Board and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the Pharmacy and Poisons Board as provided for in the appendix.

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 tender's is received by the Pharmacy and Poisons Board prior to the deadline prescribed for the submission of tenders.

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity 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 2.12.8.

2.17.5 The Pharmacy and Poisons Board 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 Pharmacy and Poisons Board 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 Pharmacy and Poisons Board will open all tenders in the presence of tenderers representatives who choose to attend, at **1100hrs on 18th June, 2014** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 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 Pharmacy and Poisons Board, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The Pharmacy and Poisons Board will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

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

2.19.2 Any effort by the tenderer to influence the Pharmacy and Poisons Board in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 The Pharmacy and Poisons Board will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Pharmacy and Poisons Board may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 22, the Pharmacy and Poisons Board 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 Pharmacy and Poisons Board'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 Pharmacy and Poisons Board and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the Pharmacy and Poisons Board 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 Pharmacy and Poisons Board will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Pharmacy and Poisons Board 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 2.22.4 and in the technical specifications:

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

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

The Pharmacy and Poisons Board 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 Pharmacy and Poisons Board's required delivery time will be treated as non-responsive and rejected.

(b) ***Deviation in payment schedule.***

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Pharmacy and Poisons Board may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

2.22.6 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 into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23. Contacting the Pharmacy and Poisons Board

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the Pharmacy and Poisons Board 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 Pharmacy and Poisons Board in its decisions on tender evaluation, tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Pharmacy and Poisons Board 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.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Pharmacy and Poisons Board deems necessary and appropriate.

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

b) Award Criteria

2.24.4 Subject to paragraph 2.22 the Pharmacy and Poisons Board 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.

2.24.5 The Pharmacy and Poisons Board 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 Pharmacy and Poisons Board action. If the Pharmacy and Poisons Board determines that none of the tenderers is responsive; the Pharmacy and Poisons Board shall notify each tenderer who submitted a tender.

2.24.6 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.

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Pharmacy and Poisons Board will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the Pharmacy and Poisons Board pursuant to clause

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

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, the Pharmacy and Poisons Board will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as the Pharmacy and Poisons Board notifies the successful tenderer that its tender has been accepted, the Pharmacy and Poisons Board will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Pharmacy and Poisons Board

2.26.3 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.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Pharmacy and Poisons Board, 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 Pharmacy and Poisons Board.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Pharmacy and Poisons Board may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The Pharmacy and Poisons Board 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.

2.28.2 The Pharmacy and Poisons Board 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;

2.28.3 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

The following information 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 tenderer:
2.1	Particulars of eligible tenderers: The tender is open to Estate Agents registered in Kenya who have appropriate and valid accreditations or individual landlords with the capacity to enter into a contract for the lease of office premises.
2.2.2	Price to be charged for tender documents. The Tender Document will be issued free of charge. Tenderers will however be required to register with the Pharmacy and Poisons Board Procurement office before the Tender Closing date.
2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents of evidence required. Copies of: i) Certificate of Company Registration. ii) Certificate of valid tax compliance. iii) Certificate of Registration with the Estate Agents Registration Board for Estate Agents and proof of ownership of the premises for Landlords.
2.12.2	Particulars of tender security if applicable. No Tender Security is required
2.12.4	Form of Tender Security: Not applicable
2.13	Validity of Tenders: Tenders Shall remain valid for 120 days after date of tender opening
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Office.
2.20.1	Tenderers are required to submit copies of the following MANDATORY DOCUMENTS which will be used during Preliminary Examination to determine responsiveness: 1) Copy of certificate of Registration/Incorporation 2) A Copy of Current/Valid Tax Compliance Certificate issued by the Kenya Revenue Authority 3) Copy of certificate of registration with the Estate Agents Registration Board proof of ownership of the premises for Landlords. 4) Must Fill the Price Schedule in the format provided

Instructions to tenderers	Particulars of appendix to instructions to tenderer:
	<p>5) Must Fill the Form of Tender in the format provided</p> <p>6) Must submit a dully filled up and stamped Confidential Business Questionnaire in format provided</p> <p>7) Must submit copies of Audited accounts for 2012 & 2011</p> <p>8) Estate Agents Must have been in existence for the last five years.</p> <p>9) Submit reference letters from clients indicating value of each contract.</p> <p>AT THIS STAGE, THE TENDERER’S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.</p>
2.22	<p>Evaluation and Comparison of Tenders</p> <p><i>The tenders will be technically evaluated and marks awarded as stipulated in SECTION 4.6 TECHNICAL EVALUATION RESPONSE FORM.</i></p> <p>THE MINIMUM TECHNICAL SCORE TO PROCEED TO FINANCIAL EVALUATION IS 35% AND ONLY TENDERERS THAT SECURE THE MINIMUM TECHNICAL SCORE WILL BE FINANCIALLY EVALUATED.</p>
2.24 (a)	<p>Particulars of post – qualification if applicable. The Pharmacy and Poisons Board will inspect the premises and confirm authenticity of details provided.</p>
2.24.4	<p>Award Criteria:</p> <p>AWARD WILL BE MADE TO THE LOWEST BIDDER AMONG THE TENDERERS WHO ATTAIN THE MINIMUM QUALIFYING MARK.</p>
2.27	<p>Particulars of performance security if applicable. N/A</p>
Other’s as necessary	<p>Complete as necessary. None</p>

SECTION III - GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) “The contract” means the agreement entered into between the Pharmacy and Poisons Board 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 Pharmacy and Poisons Board under the Contract.
- d) “The Pharmacy and Poisons Board ” 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

3.2.1 These General Conditions shall apply to the extent that they are not superseded 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

3.4 Patent Right’s

3.4.1 The tenderer shall indemnify the Pharmacy and Poisons Board against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.5 Performance Security

3.5.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Pharmacy and Poisons Board the performance security where applicable in the amount specified in Special Conditions of Contract.

3.5.2 The proceeds of the performance security shall be payable to the Pharmacy and Poisons Board as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Pharmacy and Poisons Board and shall be in the form of :

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

3.5.4 The performance security will be discharged by the Pharmacy and Poisons Board and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

3.6.1 The Pharmacy and Poisons Board or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Pharmacy and Poisons Board shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.6.2 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 Pharmacy and Poisons Board .

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Pharmacy and Poisons Board 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 Pharmacy and Poisons Board .

3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

3.7.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.8 Prices

3.8.1 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 Pharmacy and Poisons Board 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.

3.9 Assignment

3.9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the Pharmacy and Poisons Board prior written consent.

3.10 Termination for Default

3.10.1 The Pharmacy and Poisons Board 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 Pharmacy and Poisons Board .
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Pharmacy and Poisons Board has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.10.2 In the event the Pharmacy and Poisons Board 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 Pharmacy and Poisons Board for any excess costs for such similar services.

3.11 Termination of insolvency

3.11.1 The Pharmacy and Poisons Board may at the anytime 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 Judiciary.

3.12 Termination for convenience

3.13.1 The Pharmacy and Poisons Board 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 Pharmacy and Poisons Board 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 Pharmacy and Poisons Board may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.13 Resolution of disputes

3.13.1 The Pharmacy and Poisons Board 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.

3.13.2 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.

3.14 Governing Language

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

3.15 Force Majeure

3.15.1 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.

3.16 Applicable Law.

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

3.17 Notices

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

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

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
3.5	Specify performance security if applicable: N/A
3.7	Specify method Payments. Rental charge will be paid quarterly
3.8	Specify price adjustments allowed. None
3.13	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
3.16	Specify applicable law. Laws of Kenya
3.17	Indicate addresses of both parties. Client: The Pharmacy and Poisons Board Lenana,Road P.O. Box 27663-00506 Nairobi, Kenya
Other's as necessary	Complete as necessary

SECTION V - SCHEDULE OF REQUIREMENTS

(1) GENERAL

The Pharmacy and Poisons Board requires services for the lease of office premises. Details of the Required Services are provided in section VI – Description of services:-

The contract will be for the minimum lease period negotiated between the Pharmacy and Poisons Board & the prospective tenderer. During this period, the successful tenderer will be required to maintain all the required licenses.

SERVICE DETAILS

The proposed office premises should meet the following requirements:

1. **Location:** A radius of 1-2km from a main road. Prospective bidders are advised that this criterion is of paramount importance.
2. Minimum size: approximately 1,000 square feet
3. Building: premises should be in a serene and secure location and in a good condition, ready to be occupied and not in post-construction state or requiring major reconstruction or renovation
4. Compliance:
 - a) Premises properly licensed and registered as commercial/office premises under the Laws of Kenya
 - b) Universal access: Complying with section 22(1) of the Persons with Disabilities Act (Act. No. 14 of 2003) and all other laws, regulations and industry standards relating to the accessibility of premises by persons with disabilities.
 - c) Compliance with The Occupational Safety and Health Act (Act. No. 15 of 2007) and all laws, regulations and industry standards relating to the proper construction and maintenance of premises.
5. Air and Lighting – sufficient number of windows to allow for natural lighting and aeration.
6. Water supply: reliable supply of water, including sufficient water reserve.
7. Sanitary rooms: At least two separate sanitary rooms, one for ladies, and one for gentlemen.
8. Power supply: reliable power supply including a standby generator.
9. Parking bays: Ample parking space
10. Security: 24-hour security guard and surveillance service.
11. Property management: All common areas and the compound must be served with professional services including property management, cleaning, maintenance and other necessary services.
12. Elevator: If the space offered is on a floor higher than 03rd floor, lifts and/or elevators are required.
13. The building should be fitted with internet provision ports.
15. Terms of Lease: The lease of the premises is to be offered on competitive terms that provide for a reasonable grace period to allow the Pharmacy and Poisons Board to comply with all legal and administrative clearances relating to the occupancy of commercial premises by Government

departments and on terms that permit the drafting of a lease agreement by Ministry of Lands, Housing and Urban Development or any other agency designated for that purpose by the Government of Kenya.

16. Easy access to public transport to and from the premises.

17. The prospective bidder must specify **the applicable escalation factor** and **minimum lease period**.

SECTION VII - STANDARD FORMS

Notes on the standard Forms

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

2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.

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

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

6. **Evaluation Response Form** - These forms are intended to assist Tenderers respond to the tender. They should be completed as appropriate. The technical evaluation response form will be used for technical evaluation.

7. **Tenderers Experience Requirement Form** - This form should be completed by the tenderer and submitted with the tender documents as it will be used for evaluation.

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4.1 FORM OF TENDER

Date: _____

Tender No. **RFP/PPB/TND-05/2013-2014**

To: The Registrar
Pharmacy and Poisons Board
P. O. Box 27663-00506
NAIROBI

Sir/Madam:

Having examined the Tender documents including Addenda Nos. [], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for the ***lease of office premises*** in conformity with the said Tender documents for the sum of ***[total Tender amount (grand total per annum) 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.

We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this _____ day of _____ 20_____.

(Name)

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

4.2 PRICE SCHEDULE OF SERVICES

Name of Tenderer: **LEASE OF OFFICE PREMISES**

Tender Number: **RFP/PPB/TND-05/2013-2014**

THE TENDERER SHOULD INDICATE THE COSTS THAT ARE NECESSARY TO MEET THE REQUIREMENTS OF THE PHARAMCY AND POISONS BOARD AND ACCORDING TO THE REQUIRED TECHNICAL SPECIFICATIONS

No.	DESCRIPTION OF CHARGE	UNIT PRICE PER SQUARE FOOT (KSHS.)	TOTAL SQUARE FEET	TOTAL CHARGE PER MONTH (KSHS.)	TOTAL CHARGE PER ANNUM (KSHS)
1	Rental Charge				
2	Service Charge				
3	Parking Charge				
4					
5					
6					
7					
GRAND TOTAL PER ANNUM					

COMPUTATION OF THE APPLICABLE RENTAL FEE

No.	PERIOD OF LEASE /YEAR OF LEASE	APPLICABLE ESCALATION CLAUSE	TOTAL LEASE COST FOR THE PERIOD TAKING INTO CONSIDERATION THE ESCALATION CLAUSE
1			
2			
3			
4			
5			
6			
7			
8			

The prospective bidder must indicate applicable taxes and whether the prices are plus taxes or inclusive taxes.

Signature of tenderer _____

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

4.3 CONTRACT FORM

THIS AGREEMENT made the ___ day of ____ 20___ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Pharmacy and Poisons Board”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the Pharmacy and Poisons Board invited tenders for lease of office premises Viz.....[brief description of requirements] and has accepted a tender by the tenderer to lease office space in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) the Tender Form and the Price Schedule submitted by the tenderer;
(b) the Schedule of Requirements;

(c) the Technical Specifications;

(d) the General Conditions of Contract;

(e) the Special Conditions of Contract; and

(f) the Pharmacy and Poisons Board Notification of Award.

1. In consideration of the payments to be made by the Pharmacy and Poisons Board to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Pharmacy and Poisons Board to provide the service therein in conformity in all respects with the provisions of the Contract
2. erer as hereinafter mentioned, the tenderer hereby covenants with the Pharmacy and Poisons Board to provide the service therein in conformity in all respects with the provisions of the Contract
3. The Pharmacy and Poisons Board hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Pharmacy and Poisons Board)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

4.4 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 address Tel No.....

Fax Email.....

Nature of Business

Registration Certificate No.....

Maximum value of 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.....			
	Part 2 (b) – Partnership			
	Given details of partners as follows			
	Name	Nationality	Citizenship details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	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.
4.

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

4.6.1 Preliminary Evaluation Checklist

Tenderers are advised that at this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

No.	Parameters / Requirements	Submitted / Not Submitted
1	Copy of certificate of Registration/Incorporation	
2	A Copy of Current/Valid Tax Compliance Certificate issued by the Kenya Revenue Authority	
3	Copy of certificate of registration with the Estate Agents Registration Board proof of ownership of the premises for Landlords.	
4	Must Fill the Price Schedule in the format provided	
5	Must Fill the Form of Tender in the format provided	
6	Must submit a dully filled up Confidential Business Questionnaire in format provided	
7	Must submit copies of Audited accounts for 2012 & 2011	
8	Estate Agents Must have been in existence for the last five years.	
9	Submit reference letters from clients indicating value of each contract.	

4.6.2 Technical Evaluation Response Form

The Detailed Service Specifications/Particulars are as follows: The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum of 100%.

Bidders are required to indicate against each service specification in the last Column of the table below headlined “BIIDER’S RESPONSE”“COMPLIES”or“DOES NOT COMPLY”. *Any other response in the column will be treated as NON-RESPONSIVE.* A site survey will be conducted to determine the correctness of the information submitted below

No.	SERVICE SPECIFICATIONS (SERVICE AND OTHER KEY REQUIREMENTS)	MAX. MARKS (Based on physical verification)	BIDDER’S RESPONSE
1	Location: A radius of 1-2km from a main road. Prospective bidders are advised that this criterion is of paramount importance.	5	
2	Minimum size: approximately 1,000 square feet	6	
3	Building: premises should be in a serene and secure location and in a good condition, ready to be occupied and not in post-construction state or requiring major reconstruction or renovation	2	
4	<p>Compliance:</p> <p>(a) Premises properly licensed and registered a commercial/office premises under the Laws of Kenya.</p> <p>(b) Universal access: Complying with section 22(1) of the Persons with Disabilities Act (Act. No. 14 of 2003) and all other laws, regulations and industry standards relating to the accessibility of premises by persons with disabilities.</p> <p>(c) Compliance with The Occupational Safety and Health Act (Act. No. 15 of 2007) and all laws, regulations and industry standards relating to the proper construction and maintenance of premises.</p>	6	
5	(d) Air and Lighting – sufficient number of windows to allow for natural lighting and aeration.	4	
6	(e) Water supply: reliable supply of water including sufficient water reserve.	4	
7	Sanitary rooms: At least two separate	2	

No.	SERVICE SPECIFICATIONS (SERVICE AND OTHER KEY REQUIREMENTS)	MAX. MARKS (Based on physical verification)	BIDDER'S RESPONSE
	sanitary rooms, one for ladies, one for gentlemen.		
8	Power supply: reliable power supply including a reliable stand by generator	4	
9	Parking bays: Ample parking space	2	
10	Security: 24-hour security guard and surveillance service.	4	
11	The building should be fitted with internet provision ports	3	
13	Property management: All common areas and the compound must be served with professional services including property management, cleaning, maintenance and other necessary services.	2	
14	Elevator: If the space offered is on a floor higher than the 03 rd floor, high speed lifts and/or elevators are required.	2	
15	Terms of Lease: The lease of the premises is to be offered on competitive terms that provide for a reasonable grace period to allow the Pharmacy and Poisons Board to comply with all legal and administrative clearances relating to the occupancy of commercial premises by Government departments and on terms that permit the drafting of a lease agreement by the Ministry of Lands, Housing and Urban Development or any other agency designated for that purpose by the Government of Kenya.	2	
17	Easy access to public transport to and from the premises.	2	
	TOTAL MARKS	50	

The minimum technical score to proceed to financial evaluation is 35% and only tenderers who secure the minimum technical score will be financially evaluated.

4.7 **BIDDER'S EXPERIENCE REQUIREMENTS FORM**

Tenderers are required to submit details of at least three (3 No.) reputable Clients excluding The Pharmacy and Poisons Board for whom they have handled lease of office premises. Please provide reference letters from the clients showing the lease amounts and the contact address and person The Pharmacy and Poisons Board reserves the right to verify information provided. The reference letters must be in the organizations letterheads.

No.	Contact Information	Details
1	Name of company Name of contact person Designation Telephone number e-mail address	
2	Lease Amount per Month (Kshs.) Name of company Name of contact person Designation Telephone number e-mail address	
3	Lease Amount per Month (Kshs.) Name of company Name of contact person Designation Telephone number e-mail address	

The Registrar, Pharmacy and Poisons Board,
Lenana Road, P.O. BOX 27663-00506, Nairobi - Kenya. (020) 3562107.
info@pharmacyboardkenya.org
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