



THE KENYA UNIVERSITIES AND COLLEGES CENTRAL PLACEMENT SERVICE
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TENDER FOR SUPPLY & INSTALLATION OF AIR CONDITIONING UNITS
TENDER NO: KUCCPS/ONT/01/2017-2018

SUBMISSION DEADLINE

22ND NOVEMBER, 2017

**KENYA UNIVERSITIES AND COLLEGES CENTRAL PLACEMENT
SERVICE,
P.O. BOX 105166 – 00101,
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KUCCPS/ONT/01/2017-2018

TENDER NAME Supply & installation of Air Conditioning Units.

- 1.1 Kenya Universities and Colleges Central Placement Service (KUCCPS) invites sealed tenders from eligible candidates for supply and installation of air conditioning units.
- 1.2 The Mandatory site visit will be scheduled as follows: -

NO	SITE VISIT LOCATION	DATE	TIME
1.	KUCCPS OFFICES, ACK GARDENS, 3 RD FLOOR.	13 TH NOV,2017	11.00 am

- 1.3 Interested eligible candidates may obtain further information from and inspect the tender documents at KUCCPS offices, 3rd Floor, ACK Gardens – Community area at the Procurement office based on the Ground floor during normal working hours.
- 1.4 A complete set of tender documents may be obtained by interested candidates from the Procurement Office, KUCCPS, during normal working hours upon payment of a non - refundable tender fee of Kshs. 1,000.00. The document may also be ***viewed and downloaded from the Placement Service's websites:*** www.kuccps.ac.ke free of charge. The bidders who choose to download the tender document should register with the Placement Service by submitting the details of the firm for registration on the Placement Service's email address supplies@kuccps.ac.ke .
- 1.5 Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.
- 1.6 Complete tender documents should be enclosed in plain sealed envelope clearly marked **KUCCPS/ONT/01/2017-2018- SUPPLY AND INSTALLATION OF AIR CONDITIONING UNITS** and be deposited in the Tender Box located on the 3rd floor of KUCCPS offices and addressed as shown below so as to reach on or before 22ND NOV,2017 at **10:00AM**.

CHIEF EXECUTIVE OFFICER,
KENYA UNIVERSITIES AND CENTRAL PLACEMENT SERVICE,
P.O. Box 105166 Nairobi 00101.
Mobile: 0723954927, 0734879662,
E-mail: supplies@kuccps.ac.ke
Website: www.kuccps.ac.ke

NOTE:

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **the KUCCPS 3rd Floor Board Room**.

Bidders must page/number or serialize their tender documents.

DISCALAIMER: The Placement Service will not be held liable for loss and/tampering of unpagged/unnumbered or unserialized tender documents.

**CHIEF EXECUTIVE OFFICER
KENYA UNIVERSITIES AND COLLEGES CENTRAL PLACEMENT SERVICE**

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SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all interested bidders as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply and installation of air conditioning units by the intended completion date specified in the tender documents.
- 2.1.2 The Placement Service employees, Committee members, Board members and their relatives (spouse and children) are not eligible to participate in this 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 Placement Service to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Eligible Equipment

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

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Placement Service will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 No price shall be charged for the tender documents obtained from the website. Bidders who collect bid documents from the Placement Service shall be required to pay Kshs. 1,000 to the accounts office and obtain a receipt to be presented to the Procurement department before issue of the tender document
- 2.3.3 The Placement Service shall allow the tenderer to review the tender document free of charge.

2.4. Contents of Tender Document

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

- (I) Invitation to Tender
- (ii) Instructions to Tenderers
- (iii) General Conditions of Contract (iv) Special Conditions of Contract (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire Form
- (xiv) Declaration form
- (xv) Request for Review Form

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

2.5 Clarification of Tender Documents

2.5.1 A prospective tenderer making inquiries of the tender documents may notify the Placement Service in writing or by post at the entity's address indicated in the invitation for tenders. The Placement Service 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 tenders, prescribed by the Placement Service. Written copies of the Placement Service's response (Including an explanation of the query but without identifying the Source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

2.6 Amendment of Tender Documents

2.6.1 At any time prior to the deadline for submission of tender, The Placement Service, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.6.2 All prospective tenderers that have obtained the tender documents will be notified of the amendment in writing and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, The Placement Service, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

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

2.8 Documents Comprising the Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components.

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) Documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Documentary evidence established in accordance with paragraph 2.13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) Tender security furnished in accordance with paragraph 2.14 (e) Confidential Business Questionnaire

2.9 Tender Form

2.9.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the equipment to be supplied and installed.

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the equipment and installation it proposes to supply under the contract.

2.10.3 Prices indicated on the Price Schedule shall include all costs including taxes, Insurances and delivery the equipment to the Placement Service's mentioned sites.

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

2.11 Tender Currencies

2.11.1 Prices shall be quoted in the following currency:

- (a) For equipment, the tenderer's prices shall be quoted

i n K e n y a

Shillings; and

(b) Cost of installation and commissioning will be in Kenya Shillings.

2.12 Tenderers Eligibility and Qualifications

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

2.12.1 The documentary evidence of the tenderers eligibility to tender shall establish to the Placement Service's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.2 The documentary evidence of the tender's qualifications to perform the contract if its tender is accepted shall establish to the Placement Service's satisfaction;

(a) That, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment

(b) That the tenderer has the financial, technical, and production capability necessary to perform the contract;

(c) That, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Document

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all equipment which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the equipment to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

a) A detailed description of the essential technical and performance characteristic of the equipment

b) A list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment following commencement of the use of the equipment by the Placement Service; and

c) a clause-by-clause commentary on the Placement Service's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and

exceptions to the provisions of the Technical Specifications.

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

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security of **Kshs. 100,000** or equivalent in form of bank guarantee or Insurance Company in the list approved by Public Procurement Regulatory Authority (PPRA) as specified in the Appendix to Instructions to Tenderers.

2.14.2 The tender security is required to protect the Placement Service against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of

- a) A bank guarantees
- b) Such insurance guarantee approved by the Public Procurement Regulatory Authority (PPRA)

The tender security shall be valid for 30 days beyond the validity of the tender.

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

2.14.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Placement Service.

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

2.14.7 The tender security may be forfeited:

- a) If a tenderer withdraws its tender during the period of tender validity specified by the Placement Service on the Tender Form; or
- b) In the case of a successful tenderer, if the tenderer fails:

- I) To sign the contract in accordance with paragraph 2.27. Or
- ii) To furnish performance security in accordance with paragraph 2.28 c) If the tenderer rejects correction of an arithmetic error in the tender.

2.15 Validity of Tenders

2.15.1 Tenderers shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by The Placement Service, pursuant to paragraph

2.20. A tender valid for a shorter period shall be rejected by the Placement Service as non-responsive.

2.15.2 In exceptional circumstances, The Placement Service may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

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

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

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:

(a) Be addressed to the Placement Service at the address given on the invitation to Tender.

(b) Bear the tender number and name in the invitation to tender and the words **"DO NOT OPEN BEFORE 22ND NOVEMBER, 2017"** The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.17.3 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Placement Service will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Placement Service at the address specified under paragraph 2.17.2 not later than **22ND NOVEMBER,2017 at 10:00am.**

2.18.2 The Placement Service may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Placement Service and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.18.3 Bulky tenders that will not fit in the tender box shall be received by the Placement Service as provided for in the Appendix.

2.19 Modification and Withdrawal of Tenders

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

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

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

2.20 Opening of Tenders

2.20.1 The Placement Service will open all tenders in the presence of tenderers' representatives who choose to attend, on **22ND November, 2017 at 10:00am in 3rd Floor** main reception area.

The tenderers' representatives who are present shall sign a tender opening register Evidencing their attendance.

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

2.20.3 The Placement Service will prepare minutes of the tender opening.

2.21 Clarification of Tenders

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the Placement Service may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence the Placement Service in The Placement Service's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination and Responsiveness

- 2.22.1 The Placement Service will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 The Placement Service may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 The Placement Service 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 Placement Service's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Placement Service and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

The Placement Service's evaluation of a tender will exclude and not take into account

- (a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and
- (b) Any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

The Placement Service's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:

- (a) Delivery and installation schedule offered in the tender;
- (b) Deviations in payment schedule from the specifications in the Special Conditions of Contract;
- (c) The cost of components, mandatory spare parts and service;
- (d) The availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;

5- Pursuant to paragraph 2.24.4 the following evaluation methods will be applied

- (a) *Delivery schedule*
 - (I) The Placement Service requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the Placement Service's required delivery time will be treated as non-responsive and rejected.
- (b) *Deviation in payment schedule*

Tenderers shall state their tender price in the payment of 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 Placement Service may consider the alternative payment schedule offered by the selected tenderer.
- (c) *Spare parts and after sales service facilities*

Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

6- The tender evaluation committee shall evaluate the tender within 15 days of the validity period from the date of opening the tender.

2.2.5 CONTACTING THE PLACEMENT SERVICE

1. Subject to paragraph 2.21, no tenderer shall contact the Placement Service on any matter related to its tender, from the time of the Tender opening to the time the contract is awarded.
2. Any effort by a tenderer to influence the Placement Service in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderers tender

2.26 AWARD OF CONTRACT

(a) Post-Qualification

In the absence of pre-qualification, The Placement Service 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.

The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as The Placement Service deems necessary and appropriate.

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 Placement Service will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

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

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.

(c) KUCCPS's Right to Accept or Reject Any or All Tenders

2.26.6 The Placement Service 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 tenderer of the grounds for the Placement Service's action.

2.26.7 The Placement Service may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

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

2.26.9 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.

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, The Placement Service will notify the successful tenderer in writing that its tender has been accepted.

2.27.2 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneously other tenderers shall be notified that their tenders have not been successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, The Placement Service will simultaneously inform the other tenderers that their tenders have not been successful

2.28 Signing of Contract

2.28.1 At the same time as The Placement Service notifies the successful tenderer that its tender has been accepted, The Placement Service will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to The Placement Service.

2.28.3 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.

2.29 Performance Security

2.29.1 Within Thirty (30) days of the receipt of notification of award from the Placement Service, the successful tenderer shall furnish the performance security of 5% for supply and installation of Air conditioning units in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to The Placement Service.

2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event The Placement Service may make the award to the next lowest evaluated Candidate or call for new tenders.

2.30 Corrupt or Fraudulent Practices

The Placement Service 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 and will not be involved in corrupt or fraudulent practices. The aforementioned terms are defined as follows;

- (I) “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Commission, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Commission of the benefits of free and open competition;

The Placement Service 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.

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement, supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	This Invitation for Tenders is open to all eligible tenderers who are registered in Kenya, Tax Compliant and are dealers in this category. Successful tenderers shall complete the supply, install and commissioning of the equipment by February 2018
2.14.1	<i>Tenderers shall be required to provide a tender Security of Kshs.100, 000 from a reputable bank or Insurance Company as approved by the PPRA.</i>
2.16.3	<i>Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Office.</i>
2.18.1	<i>Deadline for submission of bids will be on 22ND NOVEMBER, 2017.</i>
2.20.1	The Placement Service will open all tenders in the presence of tenderers' representatives who choose to attend, at 10:00 am on 24/11/2017, at the main reception of KUCCPS office then proceed to the Board room situated on the same floor. P.O BOX 105166 – 00101,NAIROBI.1 ST NGONG AVENUE,COMMUNITY AREA.ACK GARDENS BLOCK C.
2.25	<i>Mandatory Site visits will be conducted on the sites and dates indicated on the invitation to tender</i>
2.29.1	Within Thirty (30) days of the receipt of notification of award from the Placement Service, the successful tenderer shall furnish the performance security of 5% for supply and installation of Air conditioning units in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to The Placement Service.

2.25 25 EVALUATION CRITERIA

2.25.1 The Placement Service will evaluate the tenders submitted in four stages namely: -

(a) General Mandatory Evaluation – Pass/Fail;

Bidders who will have not met any of the mandatory requirements will be disqualified from proceeding to the next level of evaluation – Technical requirements/specifications evaluation.

(b) Technical requirements/specifications Evaluation – pass mark of 80%;

Only bidders who have a pass mark of 80% and above will proceed to the next step of evaluation – Technical Capacity Evaluation.

(c) Technical Capacity Evaluation – pass mark of 80; and

(d) Only bidders that score at least 80% and above shall proceed for **Financial Evaluation** Financial Evaluation – Lowest cost bidder.

Financial bids can be submitted in Kenya Shillings or any freely convertible currency but for the purpose of evaluation, they shall be converted to Kenya Shillings using the Central Bank of Kenya (CBK) rates prevailing on the date of opening of the bids. Refer to <http://www.centralbank.go.ke/> for a list of currencies that can be used for the financial quotation submission.

This will include the following:-

- (a) Confirmation and considering price schedule duly completed and signed
- (b) Conducting a financial comparison
- (c) Correction of arithmetical errors
- (d) Others as necessary.

A) MANDATORY EVALUATION

The bids shall undergo a general pre-qualification process in order to determine the bid compliance to the following mandatory requirements. Tenderers are required to comply to the following requirements, failure to which the firm shall not proceed to the technical capacity evaluation stage.

No.	Requirements	Pass	Fail
1	Copy of certificate of Registration/Incorporation		
2.	Copy of Valid Tax Compliance certificate		
3.	Copy of Valid Business Permit/Trade License		
4.	Must Submit a Tender Security of Kshs. 100,000 valid for an additional thirty (30) days after the expiry of the tender validity period; from a bank or insurance company approved by the Public Procurement Regulatory Authority (PPRA).		
5.	Must Fill the Price Schedule in the format provided;		
6.	Must Fill the Form of Tender in the format provided.		
7.	Must submit a dully filled up Confidential Business Questionnaire in format provided		
8.	Must submit a manufacturer's authorization of the intended		
9	Must submit brochures / technical literature of the equipment they intend to sell		
10	Must provide details and reference letters of at least four (4) references for each item to be supplied		

The tenderers who do not satisfy any of the above requirements shall be considered as non –responsive and will not be evaluated further.

B) TECHNICAL CAPACITY EVALUATION

The detailed scoring plan shall be as shown in table 1 below: -

No.	Description				Point Scored	Max. Point	
		Total Experience (Years)	In similar work (Years)	As a Manager of a similar work			20
i	Qualifications and Competency of key staff for the assignment						
ii	<p>Contract completed in the last three (3) years (Min of 3 No. Projects)</p> <p>3 Project of similar nature, complexity and magnitude supported with recommendation letters -- -----10 Marks</p> <p>Others prorated at</p> <p><u>No. of projects x15 Marks</u></p>					15	
iV	<p>Schedule of contractor's equipment and transport (proof or evidence of ownership) or hire/lease)</p> <p>Means of transport (Vehicle) ----- 6</p> <p>No means of transport ----- 0</p>					6	12
	<p>For each specific equipment required in the installation of the Work being tendered for. (Maximum No. of equipment to be considered – 3 No.----- 2 for each equipment</p>					6	
v	Financial report						

vi	Evidence of Financial Resources (lines of credit) Provision of audited accounts for the last 3 years (2013, 2014, 2015) of Kshs. 10 million and Above		15
No.	Description	Point Scored	Max. Point
vii	Certificate of Registration of Work Place Provided ----- 9 Not provided ----- 0		9
ix	Presentation and response (includes, binding, neat presentation, separations and arrangement of requested information and general response to all requirements document) Good Presentation----- 7 Poor Presentation----- 0		7
x	Health and Safety Plan Provided ----- 7 Not provided ----- 0		7
xi	Detailed Work Programme and methodology on how to handle the project covering the intended duration of the project.		15
	TOTAL		100

Any bidder who scores 80 points and above shall qualify for the financial evaluation Stage and the lowest cost bidder will be considered for award of tender

SECTION III: GENERAL CONDITIONS OF CONTRACT

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3.1 Definitions

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

- (a) **“The Candidate”** means
- (b) **“The Contract”** means the agreement entered into between the Placement Service 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.
- (c) **“The Contract Price”** means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (d) **“Day”** means calendar day
- (e) **“GCC”** means general conditions of contract under this contract
- (f) **“The Goods”** means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Placement Service under the Contract.
- (g) The **“Procuring Entity”** means the organization purchasing the Goods under this Contract, also known as Kenya Universities and Colleges Central Placement Service (KUCCPS)
- (h) **“SCC”** means special conditions of contract under this contract
- (i) **“The Tenderer”** means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Placement Service for the procurement installation and commissioning of equipment to the extent that they are not superseded by provisions of other part of the contract.

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were Manufactured.

3.3.2 The origin of Goods is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The Candidate shall not, without the Placement Service’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Placement Service in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

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

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

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Placement Service against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Country

3.7 Performance Security

3.7.1 Within thirty 28 days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Placement Service the performance security of 10% for supply and installation of Air conditioning units in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Placement Service as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the Placement Service and shall be in the form of

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

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

3.8 Inspection and Tests

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer. All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Placement Service.

- 3.8.3 Should any inspected or tested equipment fail to conform to the Specifications, The Placement Service may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Placement Service.
- 3.8.4 The Placement Service's right to inspect test and where necessary, reject the equipment after the equipment arrival and installation shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Placement Service or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

- 3.9.1 The tenderer shall provide such packing and packaging of the equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 Delivery and Documents

- 3.10.1 Delivery of the equipment, documents and installation of the same shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

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

3.12 Payment

- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract (SCC).
- 3.12.2 Payments shall be made promptly by the Placement Service as specified in the contract

3.13 Prices

- 3.13.1 Prices charged by the tenderer for equipment delivered and installation performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation requests shall be processed by the Placement Service within 30 days of receiving the request.

3.14. Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Placement Service's prior written consent

3.15. Subcontracts

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

3.16. Termination for Default

- 3.16.1 The Placement Service may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
 - (a) if the tenderer fails to deliver any or all of the equipment within the period(s) specified in the Contract, or within any extension thereof granted by The Placement Service
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract
 - (c) if the tenderer, in the judgment of the Placement Service has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event the Placement Service terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Placement Service for any excess costs for such similar equipment.

3.17 Termination for insolvency

The Placement Service may at any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, 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 procuring entity.

3.18. Termination for convenience

The Placement Service 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 Placement Service's convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

For the remaining part of the contract after termination the Placement Service may elect to cancel the services and pay to the contractor an agreed amount for partially completed services

3.19. Liquidated Damages

3.19.1 If the tenderer fails to deliver and/or install any or all of the items within the period(s) specified in the contract, the Placement Service shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.20. Resolution of Disputes

3.20.1 The Placement Service and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract

3.20.2 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.

3.21. Language and Law

3.21.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

3.22. Force Majeure

3.22.1 The Tenderer shall not be liable for forfeiture of its performance security or

termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.23 Notices

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

3.23.2 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 (GCC). Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 4.2 Special conditions of contract as relates to the GCC:

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>Performance security 10% of contract sum for supply of and installation of air conditioning units.</i>
3.8	<i>After the Technical Evaluation, KUCCPS will carry out due diligence exercise to verify ALL information submitted by each bidder. Any information found to be contrary during due diligence to what had been submitted and evaluated, will lead to disqualification of the bidder's and hence will not be eligible for further evaluation.</i>
3.12.1	<i>The terms of payment shall be within 30 days from the date of inspection and acceptance of the New Air Conditioning units and Service and maintenance of the air conditioning units upon receipt of an official invoice</i>
3.18.1	<i>Resolution of disputes shall be through arbitration. Appointment of arbitrator to be conducted according to the Arbitration Act</i>
3.21.1	<p><i>Addresses of the Parties:</i></p> <p>The Placement Service:</p> <p>Supply Chain Management Officer, Kenya Universities and Colleges Central Placement Service. P.O. Box 105166 – 00101, Nairobi. Mobile: 0723954927, 0734879662. E-Mail: supplies@kuccps.ac.ke Website: www.kuccps.ac.ke</p> <p>The Contractor (Tenderer): </p>

SECTION V - SCHEDULE OF REQUIREMENTS AND PRICES

AIR CONDITIONING AND MECHANICAL VENTILLATION INSTALLATIONS					
ITEM NO.	DESCRIPTION	QTY	UNIT	RATE KSHs	TOTAL KSHs
A	<p>Supply and installation of a split Ductable Air Conditioning unit type capable of cooling capacity 7.1 Kw (24000 Btu/hr) as TOSHIBA OR CARRIER</p> <p>The indoor unit shall be ceiling mounted type using bolts, spring washer and plate washer on the position shown on the approved working drawings. The indoor unit shall be capable of removing microscopic contaminants and duct using filter</p> <p>The outdoor unit shall be ceiling mounted steel angle iron frame cage complete with anti-vibration rubber mountings. The unit to match the cooling coil unit as TOSHIBA RAV-SM1402AT-E</p> <p>The system to be supplied complete with the following:</p> <ul style="list-style-type: none"> . Fully charged with R410A gas . A wireless remote control . Condensate pump . Gound mounting kit . Interconnecting piping with flared connections . Wired controls . Low temperature kit . Auto restart . Time delay safety function . Service Valves . 3-Step fan speed 	2	No.		
	Ditto but 5.6 kw Ductable split units	1	No.		
	Ditto but 3.6 kw Ductable split units	1	No.		
B	<p>Refrigerant Pipework</p> <p>A set of refrigeration pipework including 25mm Armaflex insulation for both the liquid and gas lines and all fittings</p>	120	Lm		
C	<p>Drain</p> <p>32mm PVC condensate drainage pipework including bends, clips, joints and tees in the running lengths of the pipe to the nearest waste water point</p>	120	Lm		

	TOTAL CARRIED FORWARD TO SUMMARY PAGE				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
A	Surge Protector Power Protection unit as Solatek or equal and approved	5	No.		
B	Wireless Remote Controller	5	No.		
C	DUCTING, INSULATION & DIFFUSERS 600 x 600 mm Aluminium Louvered Grills Complete with dampers	9	No.		
D	1000 x 200 mm Linear Powder coated Decorative Grills complete with Dampers	4	No.		
	300 mm Diameter Aluminium Louvered Grills Complete with dampers	4	No.		
E	Insulated Aluminium Flex Duct 200mm	68	Lm		
F	Pre-fabricated bends, plenums, Tees	8	Sm		
G	Allow for AC & Duct support and brackets	1	Item		
H	Other duct work accessories	1	Item		
I	Electrical Works Allow for associated electrical works including but not to wiring from local isolators provided by others within one meter to all indoor units and control system. Allow for labelling all the circuits and equipment	1	Item		
J	Trunking Allow for 100 x 50mm powder coated steel sheet trunking mounted on the wall or ceiling with wall matching colour as shall be directed on site for concealing the refrigerant and drain pipes	20	Lm		
K	Electrical Works				

L	Allow for associated electrical works including but not limited to wiring from local isolators provided by others within one meter to all indoor units, outdoor units and control system. Allow for labelling all the circuits and equipment	1	Item		
	Cleaning and Flushing the Installation Allow for cleaning and flushing the whole installation with appropriate medium before charging the system with refrigerant	1	Item		
M	As-built Drawings and Maintenance Manuals Allow for preparation of as-built drawings and maintenance manuals. All these will be handed to Project Manager in hard copies and soft copy in compact disk	1	Item		
N	Testing and Commissioning Allow for testing and Commissioning of the air conditioning installations to the satisfaction of the Engineer	1	Item		
TOTAL CARRIED FORWARD TO SUMMARY PAGE					
ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
A	SPLIT AIR CONDITIONING UNITS: SERVER ROOM Supply and install a split air-conditioning unit cooling only type capable of cooling capacity 5.6KW (18000 Btu/hr) complete as described The indoor unit shall be High wall mounted type using bolts, nuts, spring washer and plate washer. The indoor unit shall be capable of removing microscopic contaminants and dust using reusable filter. The outdoor unit shall be Wall mounted steel angle iron frame cage complete with anti-vibration rubber mountings. The outdoor unit to match the cooling coil unit.				

	<p>The system to be supplied complete with the following:</p> <ul style="list-style-type: none"> • . Fully charged with R410A gas • . A wireless remote control • . Condensate pump • . Ground mounting kit • . Interconnecting piping with flared connections • . Wired controls • . Low temperature kit • . Auto Restart • . Time delay safety function • . Service valves • . 3-step fan speed <p>The indoor units to be as 'TOSHIBA or CARRIER or DAIKIN' unit High wall mounted or equivalent and approved.</p>	1	No		
B	<p><u>Refrigeration Pipework</u> A set of refrigeration pipework including 25mm Amaflex Insulation for both the liquid and gas lines.</p>	16	LM		
C	<p><u>Drain</u> 25mm PVC condensate drainage pipework including bends, clips, joints and tees in the running lengths of the pipe to the nearest waste water point.</p>	10	LM		
D	<p><u>Surge Protector</u> Power protection unit as Solatek or equal and approved.</p>	1	No		
E	<p><u>Wireless Remote controller</u></p>	1	No		
F	<p>At least 3 year Warranty</p>				
	<p>SUB TOTAL</p>				
	<p>ADD 16% V.A. T</p>				
	<p>GRAND TOTAL</p>				

SECTION VI- TECHNICAL SPECIFICATIONS

6.1 GENERAL

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

SECTION VII - STANDARD FORMS

7.1 Form of Tender

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

7.2 Confidential Business Questionnaire Form

This form must be completed by the tenderer and submitted with tender documents

7.3 Tender Security Declaration Form

This form must be completed by the tenderer and submitted with tender documents

7.4 Contract Form

The Contract form shall not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.

7.5 Performance Security form

The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the sum provided herein or in another form acceptable to The Placement Service.

7.6 Bank Guarantee for Advance Payment.

When there is an agreement to have Advance payment, this form must be duly completed.

7.7 Manufacturer's Authorization Form

When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the goods where the tender is an agent.

7.1 **FORM OF TENDER**

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply delivery and installation (..... *(Of air conditioning units)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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

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

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

Dated this _____ day of _____ 20 _____

[Signature]

[In the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

Part 1 – General:

Business Name

 Location of business premises.
 Plot
 No..... Street/Road

 Postal Address Tel No. Fax E
 mail

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.
.....
.....

5
.....
.....

Date	Seal/Signature of Candidate
.....	

7.3 TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called "the tenderer") has submitted its tender dated [date of
submission of tender] for the supply, installation and commissioning of
.....[name and/or description of the equipment]
(hereinafter called "the Tender") KNOW ALL
PEOPLE by these presents that WE of
..... having our registered office at
(hereinafter called "the Bank"), are bound unto [name of Procuring entity]
(hereinafter called "The Placement Service") in the sum of
..... for which payment well and truly to be made to the
said Procuring entity, the Bank binds itself, its successors, and assigns by these presents.
Sealed with the Common Seal of the said Bank this _____ day of
20 _____.

THE CONDITIONS of this obligation are:-

- 1. If the tenderer withdraws its Tender during the period of tender validity specified
by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the
Placement Service during the period of tender validity:
(a) fails or refuses to execute the Contract Form, if required; or
(b) fails or refuses to furnish the performance security in accordance with the
Instructions to tenderers;

We undertake to pay to the Placement Service up to the above amount upon receipt of its
first written demand, without the Placement Service having to substantiate its demand,
provided that in its demand the Placement Service will note that the amount claimed by it
is due to it, owing to the occurrence of one or both of the two conditions, specifying the
occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the
period of tender validity, and any demand in respect thereof should reach the Bank not
later than the above date.

[signature of the bank]
(Amend accordingly if provided by Insurance Company)

7.4 CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for The Placement Service)

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

7.5 PERFORMANCE SECURITY FORM

To
[Name of Procuring entity]

WHEREAS [Name of tenderer] (Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [Reference number of the contract] dated _____ 20 _____ to supply [Description of goods] (Hereinafter called “the Contract”).

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

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

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

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

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

7.6 **BANK GUARANTEE FOR ADVANCE PAYMENT**

To
[*name of Procuring entity*]

[*name of tenderer*]

Gentlemen and/or Ladies:

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

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

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

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

Signature and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

7.7 MANUFACTURER’S AUTHORIZATION FORM

To *[name of The Placement Service]*

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

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

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by an authorized person.

7.8. LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of The Authority*) of
.....dated the...day of20.....in the matter of Tender
No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address:

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

- 1.
- 2. etc.

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

- 1.
- 2.

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board

Secretary

MANDATORY; MUST BE FILLED BY ALL BIDDERS

ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

(Sections 39, 40, 41, 42, 43 & of the PPD Act, 2005)

I/We/M/S.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

Declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We.....

Declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory.....

TENDER SECURING DECLARATION

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Tender No.....

To: Chief Executive Officer,
Kenya Universities and Colleges Central Placement Service.
P.O BOX 105166 – 00101,
NAIROBI.

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:*[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name:*[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

7. LIST OF CLIENTS

Indicate the details of companies in the private / public sector where you have undertaken/are undertaking goods of similar nature where the contract sum is at least **Kshs. 100,000 per month.**

NO.	CONTACT	DETAILS
1	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	
2	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	
3	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	
4	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	
5	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Contract amount (Kshs./Month)	

NOTE:

Ensure that you have provided reference letters for all the above organizations