



**THE KENYA UNIVERSITIES AND COLLEGES CENTRAL PLACEMENT SERVICE**  
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**TENDER DOCUMENT FOR SUPPLY, INSTALLATION, CONFIGURATION AND  
COMMISSIONING OF SERVERS AND RELATED ACCESSORIES.**

**TENDER NO: KUCCPS/ONT/04/2017-2018**

**SUBMISSION DEADLINE**

**22ND NOVEMBER 2017 AT 10.00 AM**

**KENYA UNIVERSITIES AND COLLEGES  
CENTRAL PLACEMENT SERVICE,  
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**SECTION I INVITATION TO TENDER**

**TENDER REF NO KUCCPS/ONT/04/2017-2018**

**TENDER NAME: SUPPLY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF SERVERS AND RELATED ACCESSORIES.**

- 1.1 Kenya Universities and Colleges Central Placement Service (KUCCPS) invites sealed tenders from eligible candidates for the Supply, Installation, Configuration and Commissioning of Servers and Related Accessories.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at KUCCPS offices, ACK Gardens – Community area at the Procurement office based on the Ground floor during normal working hours.
- 1.3 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](http://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](mailto:supplies@kuccps.ac.ke) .
- 1.4 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.

Complete tender documents should be enclosed in plain sealed envelope clearly marked **KUCCPS/ONT/04/2017-2018- SUPPLY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF SERVERS AND RELATED ACCESSORIES.**

and be deposited in the Tender Box located on the 3<sup>rd</sup> floor of KUCCPS offices and addressed as shown below so as to reach on or before **22ND November 2017 AT 10.00 AM**

**CHIEF EXECUTIVE OFFICER,  
KENYA UNIVERSITIES AND CENTRAL PLACEMENT SERVICE,  
P.O. Box 105166 Nairobi 00101.  
Mobile: 0723954927, 0734879662,  
E-mail: [supplies@kuccps.ac.ke](mailto:supplies@kuccps.ac.ke)  
Website: [www.kuccps.ac.ke](http://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 3<sup>rd</sup> 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 CENTARL PLACEMENT SERVICE**

**SECTION II                      –                      INSTRUCTIONS TO TENDERERS**  
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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 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;
  - (d) Tender security furnished in accordance with paragraph 2.14; and
  - (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.



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

2.10.3 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 in Kenya 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.

2.12.2 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

2.12.3 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 services 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 guarantee
  - 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
    1. 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 initialed by the person or persons signing the tender.

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

## **2.17 Sealing and Marking of Tenders**

2.17.1 The Tenderer shall seal the original and 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 AT 10.00 AM .** 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 10.00 AM.**
- 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 not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

## **2.20 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 3<sup>rd</sup> 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**

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The 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.

2.24.3 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.

2.24.4 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;

2.24.5 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.

2.24.6 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

## **2.25 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**

2.26.1 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.

2.26.2 The determination will take into account the tenderer's 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.

2.26.3 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 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**

2.26.4 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.

2.26.5 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 10% for supply, installation, configuration and commissioning of servers and related accessories 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**

2.30.1 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;

3.30.2 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.

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

## APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of Software and equipment's 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 Reference	Particulars of appendix to instructions to tenderers
2.1.1	Particulars of eligible tenderers: <b>Firms registered in Kenya.</b>
2.14.1	Price to be charged for tender documents. <b>Kshs. 1,000 for those who purchase a hard copy while those who download the document will be free of charge.</b>
2.18.1	The tenders should be dropped into the tender box available at the main reception 3 <sup>rd</sup> floor of ACK GARDENS on 22ND November, 2017 at 10:00am.
2.11	Particulars of eligibility and qualifications documents of evidence required.
2.12.2	Particulars of tender security if applicable. <b>Kshs. 100,000 valid for an additional thirty (30) days after the expiry of the tender validity period i.e. (120 days).</b>
2.12.4	Form of Tender Security: <b>The Tender Security shall be in the form of a:</b> (a) Bank Guarantee from a reputable bank; (b) Such insurance guarantee approved by the Public Procurement Authority; and (c) Letter of Credit.
2.13	Validity of Tenders: <b>Tenders Shall remain valid for 120 days after date of tender opening</b>
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Office.

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) **Copy of Valid Tax Compliance certificate;**
- 3) **Copy of Valid Business Permit/Trade License;**
- 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 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**
- 7) **Must submit a dully filled up Confidential Business Questionnaire in format provided;**
- 8) **Must submit a manufacturer's authorization of the intended equipment authorizing them to sell and service the Equipment.**
- 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**

**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.**

## **2.25 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** – 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.

## SECTION III - GENERAL CONDITIONS OF CONTRACT

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### 3.1 Definitions

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

- (a) **“The contract”** means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) **“The Contract Price”** means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- (c) **“The services”** means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- (d) **“The Procuring entity”** means the organization sourcing for the services under this Contract, hereinafter also known as the Kenya Universities and Colleges Central Placement Service (KUCCPS).
- (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 parts of the contract.

#### 3.3 Country of origin

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

#### 3.3.4 Standards

3.4.1 The services provided under this Contract shall conform to the 2 standards mentioned in the Schedule of Requirements

### 3.5 Use of Contract Documents and Information

3.5.1 The Tenderer shall not, without the Procuring Entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the 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 Procuring Entity’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above 3.5.3 Any document,

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

### **3.6 Patent Right's**

3.4.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the 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 Procuring entity the performance security where applicable in the amount specified in the Special Conditions of Contract.

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

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

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

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

### **3.6 Inspections and Tests**

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

3.6.2 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 Procuring entity.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the



Procuring entity 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 Procuring entity.

3.6.4 The Procuring entity'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 Procuring entity or its representative prior to the equipment delivery.

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

### **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 the 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.

## **3.7 Payment**

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

## **3.8 Prices**

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 procuring entity within 30 days of receiving the request.

### **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 procuring entity's prior written consent.

### **3.10 Subcontracts**

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

### **3.11 Termination for Default**

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

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

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

### **3.11 Termination of insolvency**

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

### **3.12 Termination for convenience**

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

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

### **3.13 Resolution of disputes**

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

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: Performance Security will be 10% of the Bid Amount.
3.7	Specify method Payments. <b>30 days after invoice after delivery, inspection and acceptance</b>
3.8	Specify price adjustments allowed. <b>None</b>
3.14	Specify resolution of disputes. <b>Disputes to be settled as per the Arbitration Laws of Kenya</b>
3.16	Specify applicable law. <b>Laws of Kenya</b>
3.17	Indicate addresses of both parties. <b>The Procuring Entity (The Placement Service) CHIEF EXECUTIVE OFFICER, KENYA UNIVERSITIUES AND COLLEGES CENTRAL PLACEMENT SERVICE. P.O BOX 105166 – 00101, NAIROBI.</b>  <b>The Contractor (Tenderer)</b>
Other's as necessary	Complete as necessary

## SECTION V - SCHEDULE OF REQUIREMENTS

The following items are required to be delivered to KUCCPS offices, ACK GARDENS 3<sup>RD</sup> Floor. Community area, 1<sup>st</sup> Ngong Avenue.

NO	DESCRIPTION	QUANTITY
1	Sever	2
2	Rail kit	2

The successful vendors will be required to deliver the equipment's within **three (3) weeks** after contract signing or at an agreed date.

## SECTION VI - TECHNICAL SPECIFICATIONS

### Server Type

Item	Specification	response (Yes/No)	Feature Details if superior from described specifications
Processor	48 core (2 x 24 core Intel Xeon E7-8800 V4 processors) @ 3.2 GHz or better		
Chipset	Intel C602J series or better		
Hard Disk	8 TB capacity or more (8X 1TB SAS Solid State Drives)		
RAM	256 GB (4X64GB) LRDIMM		
Memory protection	Advanced ECC		
	Memory Mirroring		
	Mirroring mode		
	Failed DIMM Isolation		
	Chipkill		
	Memory Thermal Control		
	Memory Rank Sparing		
Storage Controller	Flexible Smart Array controller with support for SAS Expander Card		
Upgradability and scalability	Up to 96 DIMM slots		
PCI Expansion slots	Two PCIe 3.0 x8 slots for internal RAID controllers		
	4 PCIe 3.0 x16 slots		
High availability standard server features	At least 3 Redundant hot-swap 1400W AC power supplies		
	N+1 fans (or greater depending on the load)		
	Hot-swap parts: Drives, power supplies, fans and optional I/O		
	Enhanced MCA recovery		
	I/O Advanced Error Recovery		

	Redundant network paths		
	Redundant Fibre Channel path		
Network controllers	At least 2 dual-port 10Gigabit Ethernet controller		
	At least 2 1Gigabit Ethernet controller		
Systems management	UEFI		
	Predictive Failure Analysis		
	Light Path Diagnostics		
	Automatic Server Restart		
	Integrated Management Module II (IMM2) with remote presence		
Operating systems supported	Red Hat Enterprise Linux (RHEL 6 and 7) 64 bit		
	• SUSE Linux Enterprise Server (SLES 11 and 12) 64 bit		
	Microsoft Windows Server 2016, 2012 R2, 2012, and 2008 R2.		
	• VMware vSphere ESXi / XENServer		
Other I/O	<input type="checkbox"/> 1 DB-15 video port <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> 1 DB-9 serial port <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> 2 USB ports @ 3.0 <input type="checkbox"/>		
	<input type="checkbox"/> Internal USB port for embedded hypervisor	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> DVD-ROM	<input type="checkbox"/>	<input type="checkbox"/>
Other accessories	<input type="checkbox"/> 2.8 m C13-C14 power cord (per power supply)	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Factory integrated Rail Kit <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Standard Warranty	3 year Onsite hardware & labour support		

## SECTION VII - EVALUATION RESPONSE FORMS

### Preliminary Evaluation Checklist

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

<b>No.</b>	<b>Parameters / Requirements</b>	<b>Submitted / Not Submitted</b>
1	Copy of certificate of Registration/Incorporation	
2	Copy of Valid Tax Compliance certificate	
3	Copy of Valid Business Permit/Trade License	
4	Must Fill the Price Schedule in the format provider	
5	Must Fill the Form of Tender in the format provided	
6	Must Submit a Tender Security of Kshs. 500,000 valid for an additional thirty (30) days after the expiry of the tender validity period.	
7	Must submit a dully filled up Confidential Business Questionnaire in format provided	
8	Must submit a manufacturer's authorization of the intended Equipment authorizing them to sell and service the Equipment.	
9	Must submit brochures / technical literature of the equipment	

### B) TECHNICAL CAPACITY EVALUATION



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

No.	Description				Pos Sc
		Total Experience (Years)	In similar work (Years)	As a Manager of a similar work	
i	Qualifications and Competency of key staff for the assignment				
ii	<p><b>Contract completed in the last three (3) years (Min of 3 No. Projects)</b></p> <p>3 Project of similar nature, complexity and magnitude supported with recommendation letters -- -----10 Marks</p> <p><b>Others prorated at</b></p> <p><u>No. of projects x15 Marks</u></p>				
iv	Schedule of contractor's equipment and transport (proof or evidence of ownership) or hire/lease				
	<p>Means of transport (Vehicle) ----- 6</p> <p>No means of transport ----- 0</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				
v	<b>Financial report</b>				
vi	<p><b>Evidence of Financial Resources (lines of credit)</b></p> <p>Provision of audited accounts for the last 3 years (2013, 2014, 2015) of Kshs. 10 million and Above</p>				
No.	Description				Pos Sc
vii	<b>Certificate of Registration of Work Place</b>				
	<p>Provided ----- 9</p> <p>Not provided ----- 0</p>				
ix	<b>Presentation and response (includes, binding, neat presentation, separations and arrangement of requested information and general response to all requirements document</b>				
	<p>Good Presentation----- 7</p> <p>Poor Presentation----- 0</p>				
x	<b>Health and Safety Plan</b>				
	<p>Provided ----- 7</p> <p>Not provided ----- 0</p>				

<b>xi</b>	Detailed Work Programme and methodology on how to handle the project covering the intended duration of the project.	
	<b>TOTAL</b>	

**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.**

### **BIDDER'S EXPERIENCE REQUIREMENTS FORM**

Give a list of four (4) reputable clients for whom they have offered similar assignments in the format below.

<b>No.</b>	<b>Contact Information</b>	<b>Details</b>
1	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
2	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
3	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
4	Name of company	
	Name of contact person	
	Designation	
	Telephone number	

	e-mail address	
	Site Location	

## SECTION VIII - 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.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter.
6. **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 form provided herein or in another form acceptable to the Placement Service.
7. **Evaluation Response Forms** – These forms should be completed by the tenderer and submitted with the tender documents as it will be used for technical evaluation.
6. **Tenderers Experience Requirement Form** - This form should be completed by the tenderer and submitted with the tender documents as they will be used for evaluation.

**FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. KUCCPS/ONT/04/2017-2018

To:

Sir/Madam:

Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **SUPPLY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF SERVERS AND RELATED ACCESSORIES** in conformity with the said Tender documents for the sum of ..... 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 \_\_\_\_\_

## **PRICE SCHEDULE OF SERVICES**

Name of Tender: **SUPPLY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF SERVERS AND RELATED ACCESSORIES**

Tender Number: **KUCCPS/ONT/04/2017-2018**

Based on the information contained in the Description of Services, Tenderers should provide a breakdown of costs in the format shown below.

<b>NO</b>	<b>DESCRIPTION</b>	<b>MAKE/MODEL</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
1	Server		2		
2	Server Rail Kit		2		

**Signature and Rubber Stamp of tenderer**

---

**CONTRACT  
FORM**

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

WHEREAS the procuring entity invited tenders for certain materials and spares.  
Viz.....[brief description of materials and spares] and has accepted a  
tender by the tenderer for the supply of those materials and spares in the spares 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 Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as  
hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to  
provide the materials and spares and to remedy defects therein in conformity in all  
respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the  
provision of the 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  
Procuring

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

tenderer) in the presence of \_\_\_\_\_ .

**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.

<b>Part 1 General</b>			
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

.....

	<b>Part 2 (a) – Sole Proprietor</b>
Your name in full.....	Age.....
Nationality.....	Country of Origin.....
Citizenship details	
	<b>Part 2 (b) – Partnership</b>
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. ....	.....	.....	.....

	<p>3. ....</p> <p>4. ....</p>
	<p>Date.....Signature of Candidate.....</p>

**TENDER SECURITY FORM**

Whereas ..... [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated ..... [*Date of submission of tender*] for the ..... [*Name and/or description of the tender*] (hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that WE ..... of ..... [*Name of Insurance Company*] having our registered office at ..... (hereinafter called “the Guarantor”), are bound unto ..... [*Name of Procuring Entity*](hereinafter called “the Procuring Entity”) in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_day of \_\_\_\_\_ 20\_\_.

THE CONDITIONS of this obligation are:

- 1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
- 2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
  - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, 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 Procuring Entity up to the above amount upon receipt of its first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity 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 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 Guarantor not later than the said date.

\_\_\_\_\_ [*Date*]

\_\_\_\_\_ [*Signature of the Guarantor*]

\_\_\_\_\_ [*Witness*]

\_\_\_\_\_ [*Seal*]

**PERFORMANCE BANK/INSURANCE COMPANY GUARANTEE**  
**[UNCONDITIONAL]**

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/Insurance Company guarantee by a reputable Bank/Insurance Company 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/Insurance Company]

[address]

[date]

**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]*