



**COMMUNICATIONS  
AUTHORITY OF KENYA**

**TENDER FOR SUPPLY & INSTALLATION OF AIR CONDITIONING UNITS**

**TENDER NO: CA/PROC/OT/02/2017- 2018**

**SUBMISSION DEADLINE**

**16<sup>TH</sup> AUGUST 2017 AT 2:30 PM**

## TABLE OF CONTENTS

		PAGE
	<b>INTRODUCTION .....</b>	<b>1</b>
*	SECTION I INVITATION TO TENDER .....	3
*	SECTION II INSTRUCTIONS TO TENDERERS .....	5
	Appendix to Instructions to tenderers .....	22
*	SECTION III GENERAL CONDITIONS OF CONTRACT.....	31
*	SECTION IV SPECIAL CONDITIONS OF CONTRACT .....	37
*	SECTION V SCHEDULE OF REQUIREMENTS AND PRICE..	38
*	SECTION VI TECHNICAL SPECIFICATION .....	43
*	SECTION VII STANDARD FORMS .....,,	44
	7.1 FORM OF TENDER .....	46
	7.2 CONFIDENTIAL BUSINESS & QUESTIONNAIRE FORM.....	47
	7.3 TENDER SECURITY FORM .....	49
	7.4 CONTRACT FORM .....	50
	7.5 PERFORMANCE SECURITY FORM.....	51
	7.6 BANK QUARANTEE FOR ADVANCE PAYMENT .....	52
	7.7 MANUFACTURER'S AUTHORIZATION FORM .....	53
	7.8 LETTER OF NOTIFICATION OF AWARD	54
	7.9 PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD	55

**SECTION I INVITATION TO TENDER**

**TENDER REF NO CA/PROC/OT/02/2017- 2018**

**TENDER NAME Supply & installation of Air Conditioning Units.**

- 1.1 Communications Authority of Kenya (CA) 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 :-

<b>NO</b>	<b>SITE VISIT LOCATION</b>	<b>DATE</b>	<b>TIME</b>
1.	CA/HQ	25 <sup>th</sup> July, 2017	11.00 am
2.	SOUTH B – Railway training Institute	25 <sup>th</sup> July, 2017	2.30 pm

- 1.3 Interested eligible candidates may obtain further information from and inspect the tender documents at CA HQ's Building at the Procurement office based on 2<sup>nd</sup> floor during normal working hours.
- 1.4 A complete set of tender documents may be obtained by interested candidates free of charge. The tender document can also be downloaded from the CA's website [www.ca.go.ke](http://www.ca.go.ke) or [supplier.treasury.go.ke](http://supplier.treasury.go.ke) free of charge. The bidders who choose to download the tender document should register with the Authority by submitting the details of the firm for registration on the Authority's email address [tenders@ca.go.ke](mailto:tenders@ca.go.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 **CA/PROC/OT/02/2017-2018- SUPPLY AND INSTALLATION OF AIR CONDITIONING UNITS** and be deposited in the Tender Box located on the ground floor of CA Centre and addressed as shown below so as to reach on or before **16<sup>th</sup> August, 2017 at 2.30 pm**

**Head of Procurement**  
**Communications Authority of Kenya**  
**P.O. Box 14448 Nairobi 00800**  
**Mobile: 0736 121515/ 121414**  
**0727 531278/531279**  
**E-mail: [tenders@ca.go.ke](mailto:tenders@ca.go.ke)**  
**Website: [www.ca.go.ke](http://www.ca.go.ke)**

**NOTE:**

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **the CA 2<sup>nd</sup> Floor open meeting place.**

**Bidders must page/number or serialize their tender documents.**

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

**SECTION II - INSTRUCTIONS TO TENDERERS**  
**Table of Clauses**

	<b>Page</b>
2.1 Eligible Tenderers.....	5
2.2 Eligible Equipment.....	5
2.3 Cost of Tendering.....	5
2.4 Contents of Tender Document.....	6
2.5 Clarification of Tender Documents.....	6
2.6 Amendment of Tender Document.....	6
2.7 Language of Tender.....	7
2.8 Documents Comprising the Tender.....	7
2.9 Tender Forms.....	7
2.10 Tender Prices.....	7
2.11 Tender Currencies.....	8
2.12 Tenderers Eligibility and Qualifications.....	8
2.13 Goods' Eligibility and Conformity to Tender Document	8
2.14 Tender Security.....	9
2.15 Validity of Tenders.....	10
2.16 Format and Signing of Tenders.....	10
2.17 Sealing and Marking of Tenders.....	10
2.18 Deadline for Submission of Tender .....	11
2.19 Modification and Withdrawal of Tenders.....	11
2.20 Opening of Tenders.....	11
2.21 Clarification of Tenders.....	12
2.22 Preliminary Examination.....	12
2.23 Conversion to Single Currency.....	13
2.24 Evaluation and Comparison of Tenders.....	13
2.25 Award of Contract.....	15
(a) Post Qualification.....	15
(b) Award criteria .....	15
(c) Procuring Entity's Right to Vary Quantities.....	16
(d) Procuring Entity's Right to Accept or Reject any or all Tenders .....	16
2.27 Notification of Award.....	17
2.28 Signing of Contract.....	17
2.29 Performance Security.....	18
2.30 Corrupt or Fraudulent Practices.....	18

## **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 Authority's employees, Committee members, Board members and their relatives (spouse and children) are not eligible to participate in this tender.
- 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 Authority 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 Authority, 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 document
- 2.3.3 The Authority 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 Authority in writing or by post at the entity's address indicated in the invitation for tenders. The Authority 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 Authority. Written copies of the Authority'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 Authority 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 Authority, 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 Authority, 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 Authority, 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.

2.10.2 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods 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 Authority'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 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.
- 2.12.1 The documentary evidence of the tenderers eligibility to tender shall establish to the Authority'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 Authority'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 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 Authority; and
  - c) a clause-by-clause commentary on the Authority'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 Authority 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 Authority'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. 50,000** 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 Authority 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 Authority 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 Authority.

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 Authority 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 Authority, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Authority as non-responsive.

2.15.2 In exceptional circumstances, The Authority 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 Authority 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 16<sup>th</sup> August, 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 Authority 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 Authority at the address specified under paragraph 2.17.2 not later than **16<sup>th</sup> August, 2017 at 2.30 pm**
- 2.18.2 The Authority 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 Authority 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 Authority 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 Authority 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 Authority will open all tenders in the presence of tenderers' representatives who choose to attend, on **16<sup>th</sup> August , 2017 at 2.30 pm** at 2<sup>nd</sup> floor open meeting place.

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 Authority, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 The Authority 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 Authority 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 Authority in The Authority'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 Authority 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 Authority 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 Authority 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 Authority'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 Authority 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 Authority 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 Authority'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.

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.

4- The Authority'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 Authority 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 Authority's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule*

Tenderers shall state their tender price for the payment 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 Authority 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.

## **2.26 AWARD OF CONTRACT**

### **(a) Post-Qualification**

- 7- In the absence of pre-qualification, The Authority 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.
- 8- 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 Authority deems necessary and appropriate.
- 9- 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 Authority will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **(b) Award Criteria**

- 10- The Authority 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.
- 11- 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) Procuring Entity's Right to Accept or Reject Any or All Tenders**

2.26.6 The Authority 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 Authority's action.

- 2.26.7 The Authority 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 Authority 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 Authority 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. Simultaneous 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 Authority 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 Authority notifies the successful tenderer that its tender has been accepted, The Authority will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to The Authority.
- 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 Authority, 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 Authority.
- 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 Authority may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

12- The Authority requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following 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 Authority 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 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.

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
<b>2.1.1</b>	<i>The duration of contract for repair and maintenance of the existing air conditioners shall be five (5) years after the warranty period (For the new air conditioning units) and the prices shall be fixed during the period</i>
<b>2.14.1</b>	<i>Tenderers shall be required to provide a tender security declaration form in the format provided in the tender document.</i>
<b>2.18.1</b>	<i>Deadline for submission of bids 16<sup>th</sup> August, 2017)</i>
<b>2.20.1</b>	<i>As in 2.18.1 above</i>
<b>2.25</b>	<i>Mandatory Site visits will be conducted on the sites and dates indicated on the invitation to tender</i>

## 2.25 EVALUATION CRITERIA

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

- a. General Mandatory Evaluation –Pass/Fail
- b. Technical requirements Evaluation
- c. Technical Capacity Evaluation – pass mark of 70
- d. Financial Evaluation – Lowest cost bidder

### 2.25.2 General Evaluation criteria

#### 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	Certificate of Incorporation/Registration		
2.	National Construction Authority (NCA category 7 and above) on the relevant field		
3.	Valid and current KRA Tax Compliance Certificate		
4.	Tender security of Kshs. 50,000 from a bank or insurance company approved by the Public Procurement Regulatory Authority (PPRA)		
5.	Evidence of Financial Resources (lines/letter of credit ) equal or above Ksh.1 Million from a bank or cash in OR <b>Audited accounts for the last three years (2013, 2014 and 2015) with an annual turnover of Kshs. 10,000, 000 million and above.</b>		
6.	Dully filled and signed Confidential Business Questionnaire		
7.	Manufacturers Authorization letter for the equipment's to be supplied as detailed in the tender document.		
8.	Signed Pre-Bid site meeting /Visit Certificate		
9.	Copy of the CR12 obtained from the attorney general's office showing shareholders of the firm		

**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 SPECIFICATIONS SUPPLY OF AIR CONDITIONERS

### A: FLOOR STANDING AC UNIT (FSU) SPLIT TYPE

No	Item	Technical Minimum Specifications /Requirements	Supplier specifications
1.	<b>Type</b>	<b>Floor stand air conditioner</b>	
2.	<b>Cooling capacity</b>	<b>60,000 BTU/h</b>	
3.	<b>Energy Efficiency Ratio (EER)</b>	<b>Minimum 2.7</b>	
4.	<b>Refrigerant</b>	<b>R410A</b>	
5.	<b>Airflow Volume (m<sup>3</sup>/h)</b>	<b>3000</b>	
6.	Noise Level (dB(A)) - (Indoor High/Low)	Maximum ≤ 52/64	
7.	Display	LED Lamp Display	
8.	<b>Input Current</b>	<b>15AMPS</b>	
9.	<b>Power Source</b>	<b>Electric</b>	
10.	<b>Humidifier</b>	Independent de-humidifying	
11.	<b>Air delivery</b>	Dual air delivery plate for guiding direction of air delivery	
12.	<b>Brochure/Catalogue</b>	<p><b>Attach brochure /Catalogues of proposed equipment highlighting the catalogue numbers. Such brochures /catalogues should indicate comprehensive relevant data of the proposed equipment / Items which should include but not limited to the following: -</b></p> <ul style="list-style-type: none"> <li>• <b>Standards of Manufacture</b></li> <li>• <b>Performance rating / Characteristics</b></li> <li>• <b>Material of manufacture</b></li> <li>• <b>Electrical Power rating</b></li> </ul>	
13.	<b>Warranty Period</b>	<p><b>Minimum Warranty period</b>  <b>3 Years for compressor</b>  <b>2 Years for whole air conditioner unit</b></p>	
14.	<b>Certificate of authorization from Manufactures</b>	<b>Attach Certificate of Authorization from the Manufacturers to sell and service the equipment in Kenya</b>	

**B: WALL MOUNT AIR CONDITIONER (WM)**

<b>PARAMETERS</b>	<b>DETAILS</b>	<b>SPECIFICATIONS</b>	<b>SUPPLIER SPECIFICATIONS</b>
TYPE	Type	Wall Mount Split	
PERFORMANCE	Cooling Capacity (Btu/h)	24000	
	Cooling Energy Efficiency Ratio (EER) (Btu/W) or Cooling Energy Efficiency Ratio (EER) ( W)	≥ 9.0 ≥ 2.71	
	Noise Level (dB(A)) - (Indoor High/Low)	≤ 44/37	
ELECTRICAL	Voltage	220-260VAC	
	Phase	Single	
	Frequency	50Hz	
	Energy Efficiency Power Consumption (Cooling)	≤ 2600W	
REFRIGERANT	Refrigerant Type	R410A	
OTHER FEATURES	24-Hour Timer	Yes	
	Auto Restart	Yes	
	Remote control	Yes	
WARRANTY	Warranty	1year	
<b>BROCHURE/ CATALOGUE</b>	<b>Attach brochure/catalogue of proposed air conditioner indicating comprehensive relevant parameters of the air conditioner to meet the required specifications</b>	Attach	
<b>MANUFACTURE RS AUTHORIZATION</b>	<b>Attach Certificate of Authorization from the manufacturers to sell and service the equipment in Kenya</b>		

## B: CEILING MOUNTED AIR CONDITIONER (CM)

PARAMETERS	DETAILS	SPECIFICATIONS	SUPPLIER SPECIFICATIONS
TYPE	Type	Ceiling Mount Split Unit	
PERFORMANCE	Cooling Capacity (Btu/h)	36000	
	Cooling Energy Efficiency EER (Btu/W) or Cooling Energy Efficiency Ratio (EER) ( W)	≥ 10.5 ≥ 3.01	
	Noise Level (dB(A)) (Indoor High/Low)	≤ 47/39	
ELECTRICAL	Voltage	220-260VAC	
	Phase	Single	
	Frequency	50Hz	
	Energy Efficiency Power Consumption (Cooling)	≤ 5000W	
REFRIGERANT	Refrigerant Type	R410A	
OTHER FEATURES	24-Hour Timer	Yes	
	Auto Restart	Yes	
	Remote control	Yes	
WARRANTY	Warranty	1year	
<b>BROCHURE/ CATALOGUE</b>	<b>Attach brochure/catalogue of proposed air conditioner indicating comprehensive relevant parameters of the air conditioner to meet the required specifications</b>	Attach	
<b>MANUFACTURER S AUTHORIZATION</b>	<b>Attach Certificate of Authorization from the manufacturers to sell and service the equipment in Kenya</b>		

### Note:

Bidders must provide a detailed technical data sheet/brochure to be used in the evaluation.

**C) TECHNICAL CAPACITY EVALUATION**

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

No.	Description				Point Scored	Max. Point	
i	<b>Key Personnel (Attach evidence)</b>	<b>Total Experience (Years)</b>	<b>In similar work (Years)</b>	<b>As a Manager of a similar work</b>			<b>28</b>
	<b>Director of the firm</b> Holder of degree or diploma in relevant Engineering field----- 7 Holder of any other Degree in Business or related field-6 Holder of certificate in relevant Engineering field----- 5 Holder of trade test certificate in relevant Engineering field-- 3 No relevant certificate ----- 0					7	
	<u><b>Management Staff</b></u>  <b>At least 1No. degree/diploma of key personnel in relevant Engineering field</b> With over 5 years relevant experience----- 7 With over 5 years relevant experience----- 5 With under 5 years relevant experience ----- 1					7	

No.	Description				Point Scored	Max. Point
		Total Experience (Years)	In similar work (Years)	As a Manager of a similar work		
	<p><b><u>Supervising Technicians</u></b></p> <p><b>At least 1No certificate holder of key personnel in relevant Engineering field</b></p> <p>With over 5 years relevant experience----- ----- 7</p> <p>With over 3 years relevant experience ----- ----- 5</p> <p>With under 3 years relevant experience ----- ----- 1</p>					7
	<p><b><u>Field Officers</u></b></p> <p><b>At least 2No artisan (trade test certificate in relevant Engineering field)</b></p> <p>Artisan with over 5 years relevant experience----- ----- 7</p> <p>Artisan with under 5 years relevant experience ---- -----5</p> <p>Non skilled worker with over 5 years relevant experience --- 2</p>					7

No.	Description				Point Scored	Max. Point	
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> 3</p>					15	
iV	<p>Schedule of contractors 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> <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	12
						6	
v	<p><b>Financial report</b></p>						
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>					10	



No.	Description	Point Scored	Max. Point
<b>vii</b>	<b>Certificate of Registration of Work Place</b> Provided ----- 8 Not provided ----- 0		<b>8</b>
<b>ix</b>	<b>Presentation and response (includes, binding, neat presentation, separations and arrangement of requested information and general response to all requirements document</b> Good Presentation----- 6 Poor Presentation----- 0		<b>6</b>
<b>x</b>	<b>Health and Safety Plan</b> Provided ----- 6 Not provided ----- 0		<b>6</b>
<b>xi</b>	Detailed Work Programme and methodology on how to handle the project covering the intended duration of the project.		<b>15</b>
	<b>TOTAL</b>		<b>100</b>

**Any bidder who scores 70 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

#### Table of Clauses

	<b>Page</b>
3.1 Definitions.....	28
3.2 Application.....	28
3.3 Country of Origin.....	28
3.4 Standards.....	28
3.5 Use of Contract Documents and Information.....	28
3.6 Patent Rights.....	29
3.7 Performance Security.....	29
3.8 Inspection and Tests.....	29
3.9 Packing.....	29
3.10 Delivery and Documents.....	29
3.11 Insurance .....	30
3.12 Payment.....	30
3.13 Price.....	31
3.14 Assignments.....	31
3.15 Sub contracts.....	31
3.16 Termination for Default.....	31
3.17 Liquidated Damages.....	32
3.18 Resolution of Disputes.....	32
3.19 Language and law.....	32
3.20 Force Majeure .....	32
3.21 Notices .....	32

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

### **3.1 Definitions**

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

- (a) “The Contract” means the agreement entered into between The Authority 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 Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to The Authority under the Contract.
- (d) “The Authority” means the organization purchasing the Goods under this Contract.
- (e) “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 Authority for the procurement installation and commissioning of equipment to the extent that they are not superceded 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 mined, grown or produced.

3.3.2 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.

### **3.4 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 Authority’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 Authority 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 Authority'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 Authority and shall be returned (all copies) to The Authority on completion of the Tenderer's performance under the Contract if so required by The Authority

### **3.6 Patent Rights**

- 3.6.1 The tenderer shall indemnify The Authority 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 (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to The Authority the performance security of 5% 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 Authority 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 Authority and shall be in the form of a Bank guarantee.
- 3.7.4 The performance security will be discharged by the Authority 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 Authority or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the Contract specifications. The Authority 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 Authority.

- 3.8.3 Should any inspected or tested equipment fail to conform to the Specifications, The Authority 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 Authority.
- 3.8.4 The Authority'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 Authority 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
- 3.12.2 Payments shall be made promptly by The Authority 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 Authority 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 Authority's prior written consent

### **3.15. Subcontracts**

- 3.15.1 The tenderer shall notify The Authority 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 Authority 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 Authority
  - (b) if the tenderer fails to perform any other obligation(s) under the Contract
  - (c) if the tenderer, in the judgment of The Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event The Authority 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 Authority for any excess costs for such similar equipment.

### **3.17. Termination for convenience**

### **3.18. Liquidated Damages**

3.18.1 If the tenderer fails to deliver and/or install any or all of the items within the period(s) specified in the contract, The Authority 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.

### **3.19. Resolution of Disputes**

3.19.1 The Authority 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

3.19.2 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.

### **3.20. Language and Law**

3.20.1 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

### **3.21. Force Majeure**

3.21.1 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.

### **3.22 Notices**

3.22.1 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.

3.22.2 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. 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

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.7.1	<i>Performance security 5% of contract sum for supply of and installation of air conditioning units.</i>
3.8	<i>After the Technical Evaluation, CA 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 as per the Arbitration Act</i>
3.21.1	<p><i>For Notices, the procurement entity's address is:</i></p> <p style="text-align: center;"><b>Head of procurement Communications Authority of Kenya P.O. Box 14448 Nairobi 00800 Mobile: 0736 121515/ 121414/0727 531278/531279 E-mail: tenders@ca.go.ke Website: www.ca.go.ke</b></p>



## **SECTION V - SCHEDULE OF REQUIREMENTS AND PRICES**

### **TERMS OF REFERENCE FOR SERVICE AND MAINTENANCE OF AIR CONDITIONERS**

Inspect the Equipment every 3-4 (Quarterly) months during the term hereof and carry out the following labor operations: -

- (1) Examine and thoroughly clean and oil all driving motors
- (2) Check all refrigerant pressures
- (3) Check all filters/fan blowers and screens and clean as required
- (4) Examine all evaporators and control valves and other auxiliary controls

Check and adjust all water and air temperatures

- (5) Test all refrigerant piping and joints for leaks

Check all water piping for leaks

- (6) Examine all fuses or circuit breakers and running amperage/air volume for each equipment

- (7) Check general performance

Clean air-cooled condensers where applicable

- (8) Generally installation/insulation

At the end of each twelve months of the term hereof the following additional work will be carried out: -

- Check all compressors for proper operation
- Clean all water passages in condensers/evaporators
- Clean and re-paint outdoor brackets
- Give report for entirely installation performance

## D) FINANCIAL COSTING

### A) REPLACEMENT OF EXISTING

No.	Item Description	Qty	One time cost for installation of the air conditioning units 16% VAT inclusive		Quarterly Service and Maintenance cost inclusive of 16% VAT.(for 5 years)
			Unit cost (Kshs.)	Total cost (Kshs.)	Total cost (Kshs.)
	Supply, install, test and commission air-conditioning units, inclusive of both outdoor and indoor unit at the below name CA stations. Works to include all the necessary for the installation including an AVS (Voltage regulation), mechanism piping and installation, careful dismantling of the existing unit and accessories to be kept safe for client use				
1.	<p><b><u>CA Centre Building</u></b>  <b><u>IT Server room</u></b>            Flow standing unit with the following specifications            Air-throw: cool breeze of 12 meters distance.            Step control: should allow for adjustment of horizontal vanes in an array of increments            Health: should have allergy reduction filters            BTU: 60,000 BTU/h</p>	2 No.			
2	<p><b><u>Meeting room 4 (3<sup>rd</sup> Floor)</u></b>            Ceiling Mounted Cassette Unit-(CMCU)</p>	2 No			
3	<p><b><u>DG's Office</u></b>            Ceiling Mounted Cassette Unit-(CMCU)</p>	1 No			
4	<b>PABX</b>	2. No			

			<b>One time cost for installation of the air conditioning units 16% VAT inclusive</b>		<b>Quarterly Service and Maintenance cost inclusive of 16% VAT.(for 5 years)</b>
<b>No.</b>	<b>Item Description</b>	<b>Qty</b>	<b>Unit cost (Kshs.)</b>	<b>Total cost (Kshs.)</b>	<b>Total cost (Kshs.)</b>
	Ceiling Mounted Cassette Unit-(CMCU)				
5	<b><u>Kahawa Station-(CMCU)</u></b> I.) Ceiling Mounted Cassette Unit-(CMCU) The site is located 20kms from Nairobi CBD	1 No			
6	<b>South B Station</b> Wall mounted unit The site is located at the Railway Training Institute in Nairobi South B area of Nairobi	1 No			
7	<b>Mombasa (NSSF) Station (10<sup>th</sup> floor of NSSF building)</b> Wall mounted Unit-(WMU) The site is located at Social Security House within Mombasa CBD	3 No			
8	<b>Eldoret</b> Wall mounted Unit-(WMU) The site is located at KVDA Plaza-1 <sup>st</sup> floor				
9	<b>Kisumu</b> Wall mounted Unit-(WMU) The site is located at Lake Basin Mall				
10	<b>Nyeri</b> Wall mounted Unit-(WMU) The site is located at Advocates Plaza				
11	<b>Mazeras station (at the Coast water &amp; sewerage service board Approximately 30kms from Mombasa)</b> • Wall mounted Unit-(WMU)	<b>2No</b>			
12	<b>Garissa Station (at Modika 15Km away from Garissa Town)</b> • Wall mounted Unit (WMU)	2 No			

			<b>One time cost for installation of the air conditioning units 16% VAT inclusive</b>		<b>Quarterly Service and Maintenance cost inclusive of 16% VAT.(for 5 years)</b>
<b>No.</b>	<b>Item Description</b>	<b>Qty</b>	<b>Unit cost (Kshs.)</b>	<b>Total cost (Kshs.)</b>	<b>Total cost (Kshs.)</b>
13	<b>Kitale Station (At Sabwani,10 Km away from Kitale Town</b> • Wall Mounted Unit (WMU)	1 No			
14	Allow for one year warranty on the units installed, the warranty should include replacement of parts but not routine service/maintenance	item			
15	Allow for the contingency to be expanded upon clients approval	500,000			
<b>Grand total cost inclusive of VAT</b>					

**B) UNIT COST TO BE USED AS AND WHEN REQUIRED(for five(5) years)**

No.	Item Description	Qty	Unit cost (Kshs.)		
1.	<p><b><u>CA Centre Building</u></b>  <b>IT Server room</b>  Flow standing unit with the following specifications  Air-throw: cool breeze of 12 meters distance.  Step control: should allow for adjustment of horizontal vanes in an array of increments  Health: should have allergy reduction filters  BTU: 60,000 BTU/h</p>	1			
	Labour and transport cost				
	<b>Sub-total cost</b>				
2	<p><b><u>Meeting room 4 (3<sup>rd</sup> Floor)</u></b>  Ceiling Mounted Cassette Unit-(CMCU)</p>	1			
	Labour and transport cost				
	<b>Sub-total cost</b>				
3	<p><b><u>DG's Office</u></b>  Ceiling Mounted Cassette Unit-(CMCU)</p>	1			
	Labour and transport cost				
	<b>Sub-total cost</b>				
4	<p><b>PABX</b>  Ceiling Mounted Cassette Unit-(CMCU)</p>	1			
	Labour and transport cost				
	<b>Sub-total cost</b>				
5	<p><b><u>Kahawa Station-(CMCU)</u></b>  Ceiling Mounted Cassette Unit-(CMCU)  The site is located 20kms from Nairobi CBD</p>	1			
	Labour and transport cost				
	<b>Sub-total cost</b>				
6	<p><b>South B Station</b>  Wall mounted unit  The site is located at the Railway Training Institute in Nairobi South B area of Nairobi</p>	1			
	Labour and transport cost				
	<b>Sub-total cost</b>				
7	<p><b>Mombasa (NSSF) Station (10<sup>th</sup> floor of NSSF building)</b>  Wall mounted Unit-(WMU)  The site is located at Social Security House within Mombasa CBD</p>	1			
	Labour and transport cost				

	<b>Sub-total cost</b>		
8	<b>Mazeras station (at the Coast water &amp; sewerage service board Approximately 30kms from Mombasa)</b> <ul style="list-style-type: none"> <li>Wall mounted Unit-(WMU)</li> </ul>	<b>1</b>	
	Labour and transport cost		
	<b>Sub-total cost</b>		
9	<b>Nyeri</b> Wall mount unit-(WMU) The site is located at Nyeri Advocates Plaza	<b>1</b>	
	Labour and Transport cost		
	<b>Sub Total cost</b>		
10	<b>Eldoret</b> Wall Mount Unit- (WMU) The site is located at KVDA Plaza 1 <sup>st</sup> Floor	<b>1</b>	
	Labour and Transport cost		
	<b>Sub Total cost</b>		
11	<b>Kisumu</b> Wall Mount Unit-(WMU) The site is located at Lake Basin Mall	<b>1</b>	
	Labour and Transport cost		
	<b>Sub Total Cost</b>		
12	<b>Garissa Station (at Modika 15Km away from Garissa Town)</b> <ul style="list-style-type: none"> <li>Wall mounted Unit (WMU)</li> </ul>	<b>1</b>	
	Labour and transport cost		
	<b>Sub-total cost</b>		
13	<b>Kitale Station (At Sabwani,10 Km away from Kitale Town)</b> Wall Mounted Unit (WMU)	<b>1</b>	
	Labour and transport cost		
	<b>Sub-total cost</b>		

**C) LIST AND COST OF CRITICAL SPARES TO BE USED AS AND WHEN REQUIRED**

<b>No.</b>	<b>Item Description</b>	<b>Unit cost (Kshs.)</b>
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**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, etc for the products they intend to supply.

6.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply 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 Authority 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 (Not required)

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 Authority.

### 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.

(r.22)

- (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 ITT.

3 We understand that this Bid 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 Tender.

4 We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, And the Joint Venture has not been legally constituted at the time of Bidding, the Bid Securing Declaration shall be in the names of all future Partners as named in the letter of intent.

Signed:..... In the  
Capacity of .....  
[Insert legal capacity of person signing the Bid Securing Declaration]

Name: .....  
Duly authorized to sign the bid for and on behalf of:.....  
[Insert complete name of Bidder]

Dated on ..... day of ....., ..... [Insert date of signing]

7.1 **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 Authority") 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
Authority 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 Authority up to the above amount upon receipt of its first
written demand, without The Authority having to substantiate its demand, provided that in
its demand The Authority 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 Authority) of the one part and ..... [*name of tenderer*] of ..... [*city and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

WHEREAS The Authority 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 Authority’s Notification of Award

3. In consideration of the payments to be made by The Authority to the tenderer as hereinafter mentioned, the tenderer hereby covenants with The Authority to provide the goods and to remedy the defects therein in conformity in all respects with the provisions of this Contract

4. The Authority 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 Authority)

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 tender] .....

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 Authority 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 Authority 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 Authority 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 Authority] .....

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

7.9

**FORM RB 1**  
**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 of .....20.....in the matter of Tender  
No.....of .....20...

**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.
- etc

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