



**TENDER FOR REPAIR WORKS AT CA CENTRE BLOCK
TENDER NO: CA/PROC/OT/17/2018-2019
(RESERVED FOR YOUTH, WOMEN & PWDS)**

**Head of Procurement
Communications Authority of Kenya
Waiyaki Way
P.O. Box 14448
Westlands, 00800
Nairobi, Kenya
Tel: 4242000
Fax: 4242335**

TABLE OF CONTENTS

	PAGE
INTRODUCTION	2
SECTION I INVITATION TO TENDER.....	3
SECTION II INSTRUCTIONS TO TENDERERS.....	4
SECTION III EVALUATION CRITERIA.....	12
SECTION IV GENERAL CONDITIONS OF CONTRACT.....	24
SECTION V SPECIAL CONDITIONS OF CONTRACT.....	27
SECTION VI STANDARD FORMS/APPENDIX.....	28
SECTION VII FORM OF TENDER.....	29
SECTION VIII CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS.....	30
2.19 CONTRACT FORM.....	33
2.23 PRE-BIDDERS SITE VISIT FORM.....	34

SECTION I INVITATION TO TENDER

1.0 TENDER REF NO.: (CA/PROC/OT/17/2018-2019)

TENDER NAME: TENDER FOR REPAIRS WORKS AT CA CENTRE BLOCK (*RESERVED FOR YOUTH, WOMEN & PWDS*)

The Communication Authority of Kenya(CA) is the regulatory authority for the ICT industry in Kenya with responsibilities in telecommunications- commerce, broadcasting and postal/courier services. CA is also responsible for managing the country's numbering and frequency spectrum resources.

CA wishes to invite interested and eligible firms under *Youth, Women and Persons with Disabilities* for repair Works at CA Centre. Eligible bidders may obtain detailed tender documents from the Procurement Division 2nd floor Wing A at the CA Centre along Waiyaki Way, Nairobi, on weekdays during the normal working hours.

The tender documents can also be accessed and downloaded from the IFMIS supplier portal <http://supplier.treasury.go.ke> and the Authority's website: www.ca.go.ke. Further, firms who download the tender documents must arrange to forward their particulars/ contacts to the Head of Procurement, Communications Authority of Kenya, through the email address tenders@ca.go.ke before the closing date for records and for purposes of receiving clarifications and or addendums, if any.

The mandatory Pre-bidders site meeting will be held at CA Centre on 15th November 2018 from 10.00am-11.00am.

Completed tender documents in plain, sealed envelope clearly marked "**CA/PROC/OT/17/2018-2019 – "TENDER FOR REPAIR WORKS AT CA CENTRE BLOCK"**" Should be deposited in our tender box located on the ground floor of the CA Centre, so as to reach us on or before **28th November, 2017 at 10.30 a.m.**

Bids shall be opened soon thereafter in the presence of the bidder's representative(s) who choose to attend at the Authority's meeting room 2.

SECTION II - INSTRUCTIONS TO TENDERERS

2.20 Eligible Tenderers

2.20.1 Tenderers as described in the Invitation to Tender. Successful tenderers shall complete the repairs required by the intended completion date specified in the Schedule of Requirements Section VI.

2.20.2 The Authority's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.20.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

2.20.4 All goods/equipment's to be supplied under the contract shall have their origin in eligible source countries.

2.20.5 For purposes of this clause, "origin" means the place where the goods are mined, grown, or 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

2.20.6 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

2.20.7 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.

2.20.8 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4 The Tender Document

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

- 3 Invitation to Tender
- 4 Instructions to tenderers
- 5 General Conditions of Contract
- 6 Special Conditions of Contract
- 7 Schedule of requirements
- 8 Technical Specifications
- 9 Tender Form and Price Schedules
- 10 Tender Security Form

- 11 Contract Form
- 12 Performance Security Form
- 13 Bank Guarantee for Advance Payment Form
- 14 Manufacturer's Authorization Form
- 15 Confidential Business Questionnaire

15.19.1 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 Documents

15.19.2 A prospective tenderer requiring any clarification of the tender document may notify the Authority in writing or by post at the Authority's address indicated in the Invitation to Tender. 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.

15.19.3 The Authority shall reply to any clarifications sought by the tenderer within 7 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

15.19.4 At any time prior to the deadline for submission of tenders, 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 amendment.

15.19.5 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

15.19.6 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

15.19.7 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and 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 of Tender

- 15.19.8 The tender prepared by the tenderers shall comprise the following components
- 15.20 a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- 15.21 documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- 15.22 documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- 15.23 tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

- 15.23.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

- 15.23.2 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
- 15.23.3 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 15.23.4 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 15.23.5 The validity period of the tender shall be 120 days from the date of opening of the tender.

2.1 Tender Currencies

- 15.23.6 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and Its qualifications to perform the contract if it's tender is accepted.
- 2.12.2 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

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Authority's satisfaction;

16 that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.

17 that the tenderer has the financial, technical, and production capability necessary to perform the contract;

18 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.

18.19 Goods Eligibility and Conformity to Tender Documents

18.19.1 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 goods which the tenderer proposes to supply under the contract.

18.19.2 The documentary evidence of the eligibility of the goods shall consist of a 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.

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

- 19 a detailed description of the essential technical and performance characteristic of the goods;
- 20 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 goods for a period of two (2) years, following commencement of the use of the goods by the Authority; and
- 21 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.

21.19.1 For purposes of the documentary evidence 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 Procurement entity 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 Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security- (Not Required)

2.14.1 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

2.14.2 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad or insurance bond from the firms approved by Public Procurement Administrative Review Board Authority (PPRA). The Tender security must be valid for 150 days from the tender opening date.

2.14.3 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

2.14.4 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.

2.14.5 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

2.14.6 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

Or (ii) to furnish performance security in accordance with paragraph 2.28

21.19.2The 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

21.19.3The tender security may be forfeited:

22 if a tenderer withdraws its tender during the period of tender validity specified by the Authority on the Tender Form; or

23 in the case of a successful tenderer, if the tenderer fails:

23.19 to sign the contract in accordance with paragraph 2.27
Or (ii) to furnish performance security in accordance with paragraph 2.28

2.15 **Validity of Tenders**

23.19.1 Tenders shall remain valid for 150 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Authority, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Authority as non-responsive.

23.19.2 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**

23.19.3 The bidder shall prepare one copy of the tender,

23.19.4 The original copy 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

23.19.5 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.

23.20 **Sealing and Marking of Tenders**

23.20.1 The Tenderer shall seal the original copy of the tender in an envelope.

23.20.2 The envelope shall:

(a) Be addressed to the Authority at the address given in the Invitation to Tender:

23.20.3 Bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **28th November 2018 at 10.30 a.m.**

23.20.4 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**

23.20.5 Tenders must be received by the Authority at the address specified under paragraph 2.17.2 no later **28th November 2018 at 10.30 a.m.**

23.20.6 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

2.19 Modification and Withdrawal of Tenders

23.20.7 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.

23.20.8 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, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

23.20.10 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

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

23.20.12 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.

23.21 Opening of Tenders

23.21.1 The Authority will open all tenders in the presence of tenderer's representatives who choose to attend, at 2.30 PM on **28th November 2018 at 10.30 a.m.** and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

23.21.2 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.

23.21.3 The Authority will prepare minutes of the tender opening.

23.22 Clarification of Tenders

23.22.1 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.

23.22.2 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 tenderer's tender.

23.23 Preliminary Examination

23.23.1 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.

23.23.2 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.

23.23.3 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.

23.23.4 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.

23.24 Conversion to Single Currency

23.24.1 Where other currencies are used, the Authority will convert these currencies to Kenya Shillings using the selling exchange rate on the rate provided by the Central Bank of Kenya.

SECTION V EVALUATION CRITERIA

23.25 Evaluation Process

The tender document has Two (2) Parts and bids submitted will be evaluated in three (3) stages; General Mandatory, Technical Capacity and Financial. The evaluation process will be in stages as follows: -

23.25.1 General Mandatory –Pass/Fail

23.25.2 Technical Capacity Evaluation for each Lot – 75% pass mark

23.25.3 Financial – Lowest Evaluated cost bidder per Lot

23.25.1 General Evaluation criteria

A. MANDATORY EVALUATION

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

NO.	REQUIREMENTS	Pass	Fail
MR1	Must Submit copies of the following documents:		
	a) copy of the Certificate of Registration/Incorporation		
	b) copy of valid Tax Compliance Certificate		
	c) Copy of CR12 Certificate showing the shareholders of the firm		
MR2	Copy of NCA 6” and above Certificate in General Building work.		
MR3	Mandatory Site Visit Certificates		
MR4	Serialized bid documents as per requirements of the Public Procurement and Asset Disposal Act (PPADA) in a format of 0001..... to the last page of the document		
MR5	Dully filled, signed and stamped Business Questionnaire here in the tender document		
MR6	Dully filled, signed and stamped Form of Tender		
	Remarks		

Failure to submit any of the above-mentioned documentation, will lead to disqualification of the firm at the mandatory stage. The bidders that will meet all the mandatory requirements above will qualify to proceed to technical evaluation stage.

B. TECHNICAL CAPACITY EVALUATION

Evaluation Criteria	Requirements	Proof	Maximum Score
Experience of the Firm	Bidders should have executed at least (three) contracts/orders of similar nature (attach reference letters from each client) in the category selected (Building Works)	Bidders must submit work copies of order/contact along with job completion certificate, LPOs and Recommendation Letters from two clients duly signed by authorized personnel.	30
Education Qualification	Degree/Diploma in Building related field for at least one director	Attach CVs and Copies of Certificates	40
	Diploma/ certificate in Building related field for the foreman	Attach copies of certificates and copies of previous works	
	Resume of Key staff who will be involved in the project.	Attach copies of Certificates and CVs	
Financial Capacity	Proof of Financial Capacity to execute the contract if awarded the tender	Line of credit, or bank statements with amount not less than KES. 1,000,000.00	15
Work plan/Methodology	The bidders should provide a detailed work plan for the works	Bidders must submit Ghant chart scheduling all the activities with desired timelines, deliverables and resource allocation.	15
Total Score			100

Bidder(s) who score 75% out of 100 in the technical evaluation stage shall proceed to the financial stage.

Lot 1. Financial Evaluation Stage


Bidder(s) with the least reasonable bid will be considered for the award of each lot.



<i>Item No.</i>	<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Unit Cost</i>	<i>Total Cost</i>
	<p><u>Demolition</u> The contractor is referred to section C: DEMOLITIONS of the Standard Method of Measurements and should note in particular that his rates should include for all works incidental to demolitions and for making good all other works so disturbed</p>				
1	<p><u>Dismantling works</u> Carefully remove all blinds to floor and dispose as directed without any damage of other things</p>	Item			
2	Remove all blinds frames and set aside as directed	Item			
3	<p><u>Window blinds</u> Provide and fix 100mm wide and 2000mm long vertical curtain blinds polyester fabric louveres linked to each other with wane chain and hanged with PVC hooks sliding on aluminum guide rail, the control handles attached to high strength polyester handle fiber cord shall be moulded type and to be made of white plastic ball chains, including fixing to galvanized steel bracket on the top all complete with railing fitted to the wall</p>				


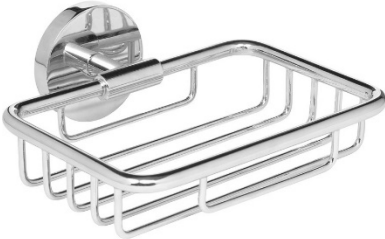
	Ground floor wing A	SM	161.93		
	Ground floor wing B	SM	128.96		
	1 st floor wing A	SM	135.73		
	1 st floor wing B	SM	129.55		
	2 nd floor wing A	SM	107.04		
	2 nd floor wing B	SM	239.21		
	3 rd floor wing A	SM	129.46		
	3 rd floor wing B	SM	157.70		
	Library	SM	29.02		
	Meeting Rooms on ground floor	SM	67.56		
	Ditto but 1800mm long in Kitchen & Cafeteria	SM	21.26		
Grand Total (Kshs.) Inclusive of VAT					

Lot 2. Financial Evaluation Stage

<i>No.</i>	<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Unit Cost</i>	<i>Total Cost</i>
	<p><u>SANITARY FITTINGS INSTALLATION</u> Supply, deliver, replace existing, install, test and commission the following Sanitary appliances complete with all the accessories including all connections to the services, waste, jointing to water supply overflows, supports and all plugging and screwing to walls and floors. Note: (i) All Sanitary Fittings shall be in approved colour. (ii) The Model and Ref No. indicated is only a guide to the type and quality of fittings. (iii) Equivalent and Approved models may</p>				

	<p>be acceptable.</p> <p>(iv) Catalogues of the Tendered fitting must be attached</p> <p>(v) The appliance to be installed where instructed on site</p> <p>(vi) Existing appliance to be surrender to the Authority</p>				
1.	<p>OFFICE WASHROOMS</p> <p>Carefully remove existing WC sensor plate with sensor box and defective push flush with valve and hand over to client. Prepare surface for installation of new valve and knob</p>	No.	30		
	<p>WC Flush valves</p> <p>Replace existing flush system with a 32mm diameter Low pressure concealed water closet flush valve, chrome plated, back entry, with integral vacuum breaker, non-hold open features and non-return valve, inlet control stop and wall plate. It shall be complete with flush valve, bent flush pipe and rubber pipe connector. Flush valve to be push lever type.</p> <div style="text-align: center;">  </div> <p>To be as _____</p> <p>"Docol" or equal and approved. The flush valves shall be supplied with adaptor for connection to the toilet plastic flush pipe inclusive of dual flush actuator (push flush) "(Docol Code 01021506)"</p> <p>Replacement to be carried out in area as indicated below. Works to include all necessary piping and sundries that may be required</p>				
2.	Ground Floor wing A	No	3		
3.	Ground floor wing B	No	2		
4.	Ground floor Public WC	No	2		
5.	1st floor Wing A	No	2		
6.	1 st floor Wing B	No	3		
7.	1 st floor Public WC	No	6		
8.	2 nd Floor wing B	No	2		
9.	3 rd Floor Wing A	No	2		

10.	3 rd Floor Wing B	No	4		
11.	Replace any broken tile works on WC wall to match existing profile and design. Provide sample for approval before installation.	Item			
12.	<u>GYM</u> Carefully demolish existing cistern, flush valve and urinal in the gent's and cistern, flush valve in the lady's toilet and cart away from site as instructed and isolate existing WC pans without any damage	Item			
13.	<u>WC Flush valves</u> Supply and install 32mm diameter Low pressure concealed water closet flush valve, chrome plated, back entry, with integral vacuum breaker, non-hold open features and non-return valve, inlet control stop and wall plate. It shall be complete with flush valve, bent flush pipe and rubber pipe connector. Flush valve to be push lever type. To be as  "Docol" or equal and approved. The flush valves shall be supplied with adaptor for connection to the toilet plastic flush pipe inclusive of dual flush actuator (push flush) "(Docol Code 01021506)"				
14.	<u>Towel Rack</u> Supply and install stainless non-hollow steel towel bar with shelf 20mm diameter x 600mm length of approved quality and make 	No	2		
15.	<u>Shower System</u> Carefully decommission existing shower	No	2		

	<p>system and hand over to client and Supply and install complete shower system with rain type showerhead inclusive of separate heater box. Reference to “Electrolux water heater EWE 361BA-DWX1”. Work to include connection installation and any other required auxiliaries and sundries</p> 				
16.	<p><u>Soap Dish & Towel</u> Supply and install a set of chrome plated soap holders with porous</p> 	No.	2		
17.	<p><u>Wash Hand Basin tap</u> Automatic touch-free pillar faucet chrome plated comprising touch free electronic control, 9V Lithium battery and built in transformer and built-in fitters complete with angle valve, 32mm pop up basin waste in chrome plate. The tap to be as "Hansgrohe" or equal and approved</p>	No	4		
18.	<p><u>Carpentry Works</u> Remove existing urinal and plug piping and Install a five level shelve, using dark MDF, spaced at 350mm Running from wall to wall with each shelve having a lockable door at the gents. Any exposed interior surface to be</p>	SM	30		

	lined with wood veneer of the same colour. Provide sample for approval				
19.	Setup and construct a five level shelve, at the ladies, using dark MDF, at the woman's washroom behind the entrance door with shelves spaced at least 350mm c-c and ... wide. Each shelve with individual lockable swing doors Any exposed interior surface to be lined with wood veneer	SM	50		
20.	Supply and install WC occupancy door locks to match existing	No.	30		
21.	Make good All disturbed surfaces and replace any broken tilework's damaged during or before works and as instructed on site	Item			
22.	Scrub all existing tile surfaces with Muriatic/ Hydrochloric Acid and any other acid, solvent and detergent deemed necessary to clean tiles to client's approval	Item			
23.	Allow for contingency to be expended upon client's approval	Sum	-		200,000
Grand Total (Kshs.) Inclusive of VAT					

Key Note

No.- Number

Lm- Linear Meters

Sm- Square Meters

Cm- Cubic Meters

Note

The client at his discretion may carry out a due diligence exercise to verify any information submitted any a bidder, including bidders office premise contracts/LPO, client recommendation letters and practical completion certificates. 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 not be eligible to proceed to Financial evaluation

23.25.2 Any effort by a tenderer to influence the Authority in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

23.26 Contacting the Authority

23.26.1 Subject to paragraph 2.21 no tenderer shall contact the Authority on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

23.27 Award of Contract

24 Post-qualification

24.19.1 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.

24.19.2 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.

24.19.3 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 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

24.19.4 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.

(c) Authority's Right to Vary quantities

24.19.5 The Authority reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) Authority's Right to accept or Reject any or All Tenders

24.19.6 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 tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Authority's action

24.20 Notification of Award

24.20.1 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.

24.20.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

24.20.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Authority will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

24.21 Signing of Contract

24.21.1 At the same time as the Authority notifies the successful tenderer that its tender has been accepted, the Authority will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

24.21.2 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.

24.21.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Authority.

24.22 Performance Security

24.22.1 Within Thirty (30) days of the receipt of notification of award from the Authority, the successful tenderer shall furnish the performance security of **1%** of the bid price 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.

24.22.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 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.

24.23 Corrupt or Fraudulent Practices

24.23.1 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;

25 "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

26 "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 Authority, 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 Authority of the benefits of free and open competition;

26.19.1 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.

26.19.2 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

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the Authority in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The Authority should specify in the appendix information and requirements specific to the circumstances of the Authority, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

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

SECTION III - GENERAL CONDITIONS OF CONTRACT

26.20 Definitions

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

27 “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.

28 “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

29 “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.

30 “The Authority” means the organization purchasing the Goods under this Contract.

31 “The Tenderer” means the individual or firm supplying the Goods under this Contract.

31.19 Application

31.19.1 These General Conditions shall apply in all Contracts made by the Authority for the procurement installation and commissioning of equipment

31.20 Country of Origin

31.20.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

31.20.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

31.21 Standards

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

31.22 Use of Contract Documents and Information

31.22.1 The tenderer 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.

31.22.2 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

31.22.3 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

31.23 Patent Rights

31.23.1 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 Authority's country

31.24 Performance Security

31.24.1 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.

31.24.2 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 or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Authority, in the form provided in the tender documents.

31.24.3 The performance security will be discharged by the Authority and returned to the Candidate not later 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

31.25 Inspection and Tests

31.25.1 The Authority or its representative shall have the right to inspect and/or to test the goods 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.

31.25.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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 Authority.

31.25.3 Should any inspected or tested goods 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.

31.25.4 The Authority's right to inspect, test and where necessary, reject the goods after the Goods' arrival 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.

31.25.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

31.26 Packing

31.26.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

31.26.2 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

31.27 Delivery and Documents

31.27.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Authority in its Schedule of Requirements and the Special Conditions of Contract

31.28 Insurance

31.28.1 The Goods 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

31.28.2 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

31.28.3 Payments shall be made promptly by the Authority as specified in the contract

31.29 Prices

31.29.1 Prices charged by the tenderer for goods delivered and services 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.

31.29.2 Contract price variations shall not be allowed for contracts not exceeding one year (12

months)

31.29.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

31.29.4 Price variation request shall be processed by the Authority within 30 days of receiving the request.

31.30 Assignment

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

31.31 Subcontracts

31.31.1 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

31.32 Termination for default

31.32.1 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

31.33 if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Authority

31.34 if the tenderer fails to perform any other obligation(s) under the Contract

31.35 if the tenderer, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

31.35.1 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 goods.

31.36 Liquidated Damages

31.36.1 If the tenderer fails to deliver any or all of the goods 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.

31.37 Resolution of Disputes

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

31.37.2 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 adjudication in an agreed national or international forum, and/or international arbitration.

31.38 Language and Law

31.38.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

31.39 Force Majeure

31.39.1 The tenderer 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.

SECTION V - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

4.1 The clauses in this section are intended to assist the Authority in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract. The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the Authority and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

4.2. 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.

Signature of tenderer _____

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

SECTION VI- STANDARD FORMS/APPENDIX

Notes on the sample Forms

- 1. Form of Tender-The form of tender must be completed by the tenderer and submitted with the tender documents. Duly authorized representatives of the tenderer must also duly sign it.
- 2. Confidential Business Questionnaire Form -This form must be completed by the tenderer and submitted with the tender documents.
- 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. Manufacturers Authorization Form -The manufacturers form must be must be completed and submitted with the tender documents. The manufacturer of the goods where the tenderer is an agent will complete this form.
- 5. Site visit declaration form

8.1 FORM OF TENDER

Date _____
Tender No. _____

To: _____

[Communications Authority of Kenya]

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 deliver, install and Authority (

..... *(insert equipment description)* 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 Authority the equipment in

accordance with the delivery schedule specified in the Schedule of Requirements.

2. 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(*Authority*).

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 you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 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

<i>Part 1 – General:</i>			
Business			Name
.....			
Location	of	business	premises.
.....			
Plot No.....	Street/Road	
Postal Address	Tel No.	Fax
Email		
Nature	of	Business	

.....

Registration Certificate No.

.....

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

.....

Name of your bankers Branch

.....

Part 2 (a) – Sole Proprietor

Your name in full Age

.....

Nationality Country of origin

.....

- Citizenship details
-
-

Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	Citizenship
Details	Shares	
1.
	
2.
	
3.

....

4.

...

Part 2 (c) – Registered Company

Private or Public

.....

State the nominal and issued capital of company-

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name Nationality Citizenship Details

Shares

1.....

2.....

3.
.....

...

4.....

...

5.....

...

Date Signature of Candidate

31.39.2 If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

8.4 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 tender hereby covenants with the Authority to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the 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 _____

(Amend accordingly if provided by Insurance Company)

PRE- BID SITE VISIT DECLARATION FORM

I/We.....of.....do

hereby declare that I/We have visited the site in the company of the Authority and fully understand the scope and sequence of works.

Signed Signed

Date

Date

TENDERER

AUTHORITY