



KENYA SCHOOL OF GOVERNMENT
Empowering the Public Service

TENDER DOCUMENT

FOR

**PROVISION OF SERVICE AND MAINTENANCE OF ICT HARDWARE
AND NETWORK INFRASTRUCTURE**

TENDER NO: KSG/44/2016-17

CLOSING DATE: MAY 31ST 2017

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SECTION I

INVITATION TO TENDER

TENDER NO: KSG/44/2016-17

TENDER NAME: PROVISION OF SERVICE AND MAINTENANCE OF ICT
HARDWARE AND NETWORK INFRASTRUCTURE

- 1.1 The Kenya School of Government, Nairobi invites sealed bids from eligible candidates for Provision of Service and Maintenance of ICT Hardware and Network Infrastructure.
- 1.2 Interested eligible candidates may obtain further information from and inspect and buy the tender documents at Kenya School of Government Nairobi Procurement offices during normal working hours at Kshs 1,000.00 only or download **free of charge** from the website www.ksg.ac.ke.
- 1.3 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at the Kenya School of Government, Nairobi campus so as to be received on or before Wednesday May 31st 2017 at 10:30 am
- 1.4 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (360) days from the closing date of the tender.
- 1.5 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Kenya School of Government - Nairobi campus.
- 1.6 Your document should be submitted spiral/velo binded and properly **page numbered**. The School shall not be responsible for loss of documents not bound/loose.
- 1.7 Site visit shall be on **Friday May 19th 2017 at 2:00 pm and Monday May 22nd 2017 at 10:00 am**

**Supply Chain Manager
For. Director General**

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to firms which are eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the 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 Procuring entity 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 shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied 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 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
- 2.2.3 The origin of goods 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 procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/= and free of charge if downloaded from our the school website.
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set criteria shall be considered.

2.4. The Tender Document

2.4.1 The tender document comprises the documents listed below and any 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

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 Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity 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 procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

The procuring entity 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 Documents

At any time prior to the deadline for submission of tenders, the Procuring entity, 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.

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.

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

2.7 Language of Tender

The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, 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

The tender prepared by the tenderers shall comprise the following components a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below 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; 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 tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

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

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

Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

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

The validity period of the tender shall be 180 days from the date of opening of the tender.

2.11 Tender Currencies

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 its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity'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 Procuring entity's satisfaction;

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.

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

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.

Goods Eligibility and Conformity to Tender Documents

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

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.

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:

a detailed description of the essential technical and performance characteristic of the goods;
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 Procuring entity; and a clause-by-clause commentary on the Procuring entity'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.

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.

Tender Security

The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

The tender security shall be Kenya Shillings Fifty Thousand Only (Kshs: 50,000.00)

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

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 a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

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

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 Procuring entity.

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

The tender security may be forfeited:

if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
in the case of a successful tenderer, if the tenderer fails:
to sign the contract in accordance with paragraph 2.27
or
to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

Tenders shall remain valid for 360 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

In exceptional circumstances, the Procuring entity 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

The Procuring entity 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.

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. 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.

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.

Sealing and Marking of Tenders

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

The inner and outer envelopes shall:

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

(b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," (**Wednesday May 31st 2017 at 10.30a.m**)

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".

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

2.18 **Deadline for Submission of Tenders**

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than (Wednesday May 31st 2017 at 10.30a.m)

The Procuring entity 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 Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 **Modification and Withdrawal of Tenders**

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 Procuring Entity prior to the deadline prescribed for submission of tenders.

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.

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

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

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

The procuring entity 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.

Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **(Wednesday May 31st 2017 at 10.30a.m)** and in the location specified in the Invitation to Tender.

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

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 Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

The Procuring entity will prepare minutes of the tender opening.

Clarification of Tenders

To assist in the examination, evaluation and comparison of tenders the Procuring entity 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.

Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

Preliminary Examination

The Procuring entity 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.

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

The Procuring entity 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.

Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity 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 Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

Conversion to Single Currency

Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the time of tender closing provided by the Central Bank of Kenya.

Evaluation and Comparison of Tenders

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

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

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.

Preference

Preference where allowed in the evaluation of tenders shall not exceed 15%

Contacting the Procuring entity

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

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

Award of Contract

Post-qualification

In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

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

(b) Award Criteria

The Procuring entity 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) Procuring entity's Right to Vary quantities

The Procuring entity 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) **Procuring entity's Right to accept or reject any or All Tenders**

The Procuring entity 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 Procuring entity's action

Notification of Award

Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

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

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

Signing of Contract

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

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.

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

Performance Security

Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

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 Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

Corrupt or Fraudulent Practices

The Procuring entity 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;

“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 “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 Procuring entity, 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 Procuring entity of the benefits of free and open competition;

The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1 Eligibility	Open
2.14.1 Tender Security	Kshs: 50,000.00
2.18.1 Closing Date	May 31 st 2017 at 10.30a.m

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Firms registered in Kenya.
2.1.1	Eligibility: - OPEN
2.2.2	Price to be charged for tender documents. Kshs. 1,000 for those who purchase a hard copy while those who download the document will be free of charge
2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents of evidence required. Copies of: i) Certificate of Registration / Incorporation ii) Certificate of valid tax compliance/Turnover tax certificate
2.12.2	Particulars of tender security if applicable. Kenya Shillings Fifty Thousand Only (Kshs: 50,000.00) valid for an additional thirty (30) days after the expiry of the tender validity period i.e. (120 days).
2.12.4	Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by The Public Procurement Oversight Authority (PPOA).
2.13	Validity of Tenders: Tenders Shall remain valid for 360 days after date of tender opening
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Office.
2.20.1	<p>Tenderers are required to submit copies of the following MANDATORY DOCUMENTS which will be used during Preliminary Examination to determine responsiveness:</p> <ol style="list-style-type: none"> 1) Copy of registration/incorporation certificates. 2) Copy of Current KRA Tax Compliance Certificate 3) Copy of PIN and VAT Certificate 4) Must submit a dully filled up Confidential Business Questionnaire in format provided 5) Must Fill the Price Schedule in the format provided, signed and stamped 6) Must fully Fill the Form of Tender in the format provided 7) Must Submit a Tender Security of Kshs: 50,000.00 valid for an additional thirty (30) days after the expiry of the tender validity period. 8) Must submit brochures / technical literature of the equipment 9) Manufacturer Authorization 10) Valid Trading License. 11) Previous experience evidenced by at least 3 LPOs and at least 2 reference letters from previous clients 12) Proof of site visit <p>At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be</p>

Instructions to tenderers	Particulars of appendix to instructions to tenderers
	<p>eliminated from the entire evaluation process and will not be considered further.</p>
	<p>Evaluation and comparison of Tenders: The following evaluation criteria shall be applied not withstanding any other requirement in the tender documents.</p> <p><u>Selection Process</u></p> <p>Below is a description of the evaluation steps that will be adopted.</p> <p><u>STEP 1: Preliminary evaluation</u></p> <p>This will be an elimination stage which will be done as per paragraph 2.20.1 above.</p> <p><u>STEP 2: Technical evaluation</u></p> <p>Evaluation will be on YES/NO basis for all requirements. Tenderers are required to be technically responsive to proceed to financial evaluation(Where applicable)</p> <p><u>STEP 3: Financial Evaluation</u></p> <p>This will include the following:-</p> <ul style="list-style-type: none"> a) Confirmation and considering price schedule duly completed and signed b) Conducting a financial comparison c) Correction of arithmetical errors
2.24 (a)	<p>Particulars of post – qualification if applicable. KSG may carry out post qualification and inspect the premises or contact listed clients to confirm details</p>
2.24.4	<p>Award Criteria: Award will be made to the lowest evaluated bidder for every item. Bidder may bid for one or more items.</p>
2.27	<p>Particulars of performance security if applicable. N/A</p>
Other's as necessary	

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

Definitions

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

“The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

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

“The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.

“The Procuring entity” means the organization purchasing the Goods under this Contract.

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

Application

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

Country of Origin

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

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

Standards

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

Use of Contract Documents and Information

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

The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

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

Patent Rights

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

Performance Security

Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

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

The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

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

Inspection and Tests

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

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 Procuring entity.

Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity 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 Procuring entity.

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

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

Packing

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.

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

Delivery and Documents

Delivery of the Goods 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

Insurance

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

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

Payments shall be made promptly by the Procuring entity as specified in the contract

Prices

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.

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

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

Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

Assignment

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

Subcontracts

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

Termination for default

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

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 Procuring entity

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

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

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

Liquidated Damages

If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity 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.

Resolution of Disputes

The procuring entity 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

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.

Language and Law

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

Force Majeure

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.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity 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 procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

Information that complement provisions of Section III must be incorporated and

(b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

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

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	N/A
3.12.1	30 days credit
3.18.1	The procuring entity 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
Others as necessary	The successful bidder will enter into a two year framework contract subject to renewal and delivery schedule will be provided. (Delivery will be made as and when required).
	Price quoted should be valid for one year
	NOTE/ the quantities in the schedule of requirements are the estimated consumption of the year
	Eligibility: Open

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply

Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

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 procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

The tenderers are requested to present information along with their offers as follows:

Shortest possible delivery period of each product Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

Maintenance and Service of Hardware and Network

1. PUBLIC ADDRESS SYSTEM FIXED AND PORTABLE SPEAKERS.

Minimum Requirements:

Diploma in Telecommunication and Electrical and Electronic Engineering

Vendor certification

Manufacturer Authorization

Experience of similar magnitude

In maintenance:

- Checking movable parts ie. Variable resistors
- Dust blowing and cleaning of devices.
- Checking of cables XLR/HPC connectors
- Checking cable status
- Changing microphone windshield/batteries
- Checking speaker diaphragm/ coils/spider
- Ensuring all equipment is in sound working condition
- Checking and ensuring the mixer configurations give quality sound
- Sync handheld microphones and receivers

2. TV SIGNAL ANALOGUE AND DIGITAL DEVICES

Minimum Requirements:

Diploma in Telecommunication and Electrical and Electronic Engineering

Vendor certification

Manufacturer Authorization

Experience of similar magnitude

In maintenance:

- Dust blowing and cleaning of decoders
- Checking remotes and changing batteries
- Ensuring tv cables RF/AV connectors are in order if not change
- Ensuring RF/F cable best performance
- Ensuring satellite/terrestrial antenna's best signal
- Ensuring HPO on modulators
- Changing all faulty rf connectors
- Ensuring the UHF/VHF amplifiers are in good working order
- Ensuring signal to the TV are of High quality

3. Air Conditioner Maintenance

Minimum Requirements

Diploma in Refrigeration and Air Conditioning

Vendor certification

Manufacturer Authorization

Experience of similar magnitude

- The vendor is expected to ensure all the equipment is in good working condition, clean, remove clogs among other thing. Below is a list of expectations but not limited to only these.
 - Cleaning Filters
 - Cleaning Condenser fins
 - Cleaning evaporator fins
 - Unblocking drain pipes
 - Checking and ensuring recommended pressure levels
 - Checking and tightening of loose terminals
 - Ensuring cleanliness of the body of the machine
 - Ensuring no leaks of refrigerant on flare nuts and pipes
 - Grease all moving parts
 - Checking on the vibrations
 - Checking on the compressor ambient
 - Ensuring both indoor and outdoor units are in perfect working conditions

4. UPS Maintenance

Minimum Requirements

Diploma in Electrical and Electronic Engineering

Vendor certification

Manufacturer Authorization

Experience of similar magnitude

- Inspect unit for fan condition,
- Clean dirt, leaves and debris from inside mother board.
- Inspecting of inverter AC/DC (mosfets ,relays, scr)system of the UPS, whether is in working condition
- Inspection of L.E.D (signals, error, bypass, voltage booster and trimming, power and battery) of the UPS front panel.
- Checking of the proper utility connection (cables/wiring), either compatible with the loads/UPS
- Inspection of batteries runtime on loads, percentage loads connected and load error correction.
- Measuring batteries voltage and amperage hour
- Checking the UPS transformer whether trimming the voltage or boosting.
- Checking the variance of input and output voltage both on mains and on UPS batteries

- Doing UPS self-test and batteries calibration whether UPS is in condition to recharge the Batteries.
- Inspection of the loads connected per UPS.
- Preventing loose connections, removing corrosion and identifying bad batteries.
- Checking the UPS output ports if gives the correct voltage and in good condition
- Measuring the input and output frequency of the UPS and main supply.
- Monitor system starting characteristics and capabilities
- Listen for abnormal noise
- Search for source of unusual odours
- Monitor system operation per manufacturer's specifications

5. Server Maintenance

Minimum Requirements:

Diploma in Computer Science, Information Technology

Vendor certification

Manufacturer Authorization

Experience of similar magnitude

- Status of Update antivirus package definitions.
- Status of supplemental virus scan. Using Virus, Trojan, spyware removal tools
- Perform/schedule disk defragmentation and Check available disk space and usage
- Inventory operating system service packs and updates. Using Microsoft Baseline Security Analyzer
- Inventory critical application service packs and updates.
- (SQL Server, IIS, Internet Explorer, Exchange Server, SLES, Novell e-Directory)
- Test the backup and restore mechanism.
- Review operating system logs. (for suspicious or un expected entries, any hardware/software malfunctions)
- Audit the active accounts. (Disable all inactive accounts)
- Ensure that memory use is normal. Neutralize static on all memory modules
- Run a cleaning tape. On the Tape Backup unit
- Examine RAID configuration. Ensure fault tolerance and optimum performance
- Examine the networking equipment connectivity, check network configurations
- Inventory Windows services. Examine the Windows services that are set to start automatically. Verify services are correct and no unnecessary services are starting. Confirm all Automatic startup services are running
- Examine hardware configuration. Make sure no devices have unexpected status, failed or are missing from the categories or un-configured device.
- Test the contingency remote access mechanism(s). Ensure that the remote administrative access mechanisms are operational. PCAnywhere, Terminal Services, VNC
- Examine and test both power supplies –main and standby, ensure safe failover and notification in event of failure
- Check, examine, oil(using IBM 23) and test all fans, (Processor, Motherboard and Power supply)
- Check and test CMOS battery status
- Use Forced compressed air to remove all dust and debris sucked in by fans.
- Check cabinet earth, server room temperature and humidity levels

6. LCD Projectors:

Minimum Requirements:

Diploma in Electrical and Electronic Engineering

Vendor certification

Manufacturer Authorization

Experience of similar magnitude

- Check lamp hours or replace the lamp
- Clean or replace air filter
- Replace remote control batteries
- Cleaning projection window
- Clean obstacle sensor
- Clean the lenses
- Clean projector case
- Check power functionality
- Ensure clear display of the Projector
- Ensure no loose connection and all termination sockets are working well
- Ensure all cabling is in good working condition
- Check VGA, HDMI and RCA Connectors and Cables ensure in good condition
- Ensure all electronic screen are in good working order

7. PRINTERS

Minimum Requirements:

Diploma in Computer Science, Information Technology, computer engineering

Printer Vendor certification

Manufacturer Authorization

Experience of similar magnitude

- General maintenance
- Printer parts replacement
- Jamming problems
- Print quality issues
- Fuser assembly repair or replacement
- Error code troubleshooting
- Flexible service plans
- Installation of Maintenance Kits
- Pricing shall include consumables (Maintenance Kits)

8. LAN and Communication Devices

Maintenance for Network and communication system and other active devices.

- Network – includes cables, data points, cabinets and patch panels.
- Active Equipment – Switches, Routers, firewalls and access points.
- Communication System – Cisco call manager and telephone headsets.

Minimum Requirements:

Diploma in Computer Science, Information Technology

Vendor certification (CCNP for Voice, Routing & Switching is mandatory)

Manufacturer Authorization

Experience of similar magnitude

- Ensure that maintenance of the Communication System, network and active equipment is carried out.
- Ensure that system is repaired in time and restored to its original operation.
- Surface cleaning and dusting
- Hardware and software tests
- Testing all endpoints connected to the communication system.
- Testing all security policies on the firewall as per the Customers specification
- Inspection of all equipment connections
- Upgrading software patches on all the active equipment to the latest and stable releases.
- Test the Data points.
- Dust and surface clean the switches, firewalls, routers and data cabinets.
- Provide a detailed report on the same.
- Provide advice and design for expansions.

All maintenance procedure shall adhere to manufacturer guidelines.

All Vendors shall visit the respective campuses for site survey before quoting for hardware maintenance.

SECTION VI

MANDATORY EVALUATION (ME) CRITERIA

1.	ME 1	TO FULL COMPLY
	a) Copy of registration/incorporation certificates.	Yes/No
	b) Copy of Current KRA Tax Compliance Certificate	Yes/No
	c) Copy of PIN and VAT Certificate	Yes/No
	d) Form of tender fully filled, Signed and Stamped	Yes/No
2.	ME 2	
	a) Name of the Company/firm/supplier	Yes/No
	b) Postal, E-mail address, Mobile No./telephone	Yes/No
3	ME 3 - FINANCIAL POSITION & TERMS OF TRADE	
	a) At least 1 reference from the applicant's bankers regarding suppliers credit position	Yes/No
	b) Credit period (not less than 30 days)	Yes/No
4	ME 4- CONFIDENTIAL BUSINESS QUESTIONNAIRE (must be filled accordingly)	Yes/No
5	ME 5 - LITIGATION HISTORY (must be filled accordingly)	Yes/No
6	ME 6- ALL PAGES MUST BE NUMBERED	Yes/No
7	ME 7 - SIGNED AND STAMPED SITE VISIT FORM	Yes/No
8	ALL ALTERATIONS MUST BE COUNTERSIGNED	Yes/No
9	FULLY FILLED & SIGNED TENDER SECURING DECLARATION FORM	Yes/No

Only bidders who meet the requirements above will have their tenders evaluated. Evaluation will be sequential from ME 1-ME 9 and each stage must be passed before being considered for the next stage.

All firms must attach proof of compliance to mandatory requirements

Technical Evaluation.

1.	Vendor Certification (Certification by the manufacture of the application if any)	Yes/No
2.	Minimum Three Support Engineers (One Lead and Two Technical Engineers)	Yes/No
3.	Manufacture Authorization	Yes/No
4.	Support Methodology and Escalation Matrix (Give detailed explanation on how the support and maintenance will be carried out, response time, site visits)	Yes/No
5.	Previous Experience of similar product and magnitude over 2 years	Yes/No
6.	Attached current support and maintenance contracts held for the related software and application	Yes/No

ME-3 FINANCIAL POSITION AND TERMS OF TRADE

a. State Credit period (minimum proposed is 30 days).....

(Compulsory i.e. any applicant who does not indicate the credit period and/or who indicates any credit period less than 30 days shall be automatically be disqualified)

Note - *Any information marked compulsory must be provided failure to which the applicant shall be automatically disqualified.*

FORM ME -5 -LITIGATION HISTORY

Name of Contract Supplier

Contractors/Suppliers should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution.

YEAR	AWARD FOR OR AGAINST	NAME OF CLIENT, CAUSE OF LITIGATION AND MATTER IN DISPUTE	DISPUTED AMOUNT (CURRENT VALUE, KSHS. EQUIVALENT)

Having studied the pre-qualification information for the above project I/We hereby state:

The information furnished in our application is accurate to the best of our knowledge.

That in case of being pre-qualified we acknowledge that this grants us the right to participate in due time in the submission of a tender or quotation on basis of provisions in the tender or quotation documents to follow.

We enclose all the required documents and information required for the pre-qualification and evaluation.

Category No...

Supply/Provision of

Date

Applicant's Name

Represented by

Signature

(Full name and designation of the person signing and stamp or seal)

KEY PERSONNEL

Qualifications and experience of key personnel proposed for administration and execution of the Contract.

No	NAME	YEARS OF EXPERIENCE (GENERAL)	CERTIFICATIONS
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

** attaché certificates*

I certify that the above information is correct.

.....
Title

.....
Signature

.....
Date

FORM ME- 8 TENDER SECURING DECLARATION

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

Date:*[insert date of Bid Submission]*

Tender No.....

To: Kenya School of Government, Lower Kabete

We, the undersigned, declare that:

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

Signed:

In the capacity of

Name:

Duly authorized to sign the bid for and on behalf of:

Dated on _____ day of _____, _____

SECTION VII - PRICE SCHEDULE

Name of tenderer _____ Tender Number _____ Page _____ of _____

	Kshs:
Public Address System	
Mounted Speakers	
Portable Speakers	
Coded Mics	
Codeless Mics and Receivers	
Amplifiers	
Mixers	
Microphone and Speaker Cables	
Speaker Stands	
TV signal analogue and digital devices	
Televisions Sets and Remote controls	
TV Cabling to individual rooms	
Modulators	
Free to Air Decoders	
Pay TV Decoders	
Signal Amplifiers	
Signal Splitters	
Aerials and Dish	
Air Conditioner	
Indoor Units	
Outdoor Units	
Compressor replacement	
Gas recharge	
UPS	
UPS Maintenance	
Battery replacement	
Server Maintenance	
General Hardware	
Optical drive replacement	
RAID Cards	
ECC Registered Memory	
FANs	
Processors	

Software/firmware/VMware	
LCD Projectors	
General Maintenance	
Lamp Replacement	
Color wheel replacement	
Electrical Screen Maintenance	
Cable Maintenance (Power, HDMI, VGA)	
Electronic Mount lift, Fixed mount maintenance	
Termination Socket maintenance	
Printers and Photocopiers	
Multi-Functional Printers	
All Maintenance Kits	
Desk Scanners	
Desk Laser Black & White / Color Printer	
Photocopiers	
Impact Printers	
Thermal Printers/ETR Machines	
Shredders	
MyQ Printing software	
Network Devices and Infrastructure	
Switches	
Routers	
Firewall	
Wireless Devices (AP & Controllers)	
Data outlets	
Call Manager	
IP Phones	
Fixed GSM Gateways (Blackbox)	
Network Cabinets	
Patch panels	

SECTION VIII - STANDARD FORMS

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. It must also be duly signed by duly authorized representatives of the tenderer.

2. Confidential Business Questionnaire Form

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

3. Tender Security Form

When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.

4. 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.

5. Performance Security Form

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

6. Bank Guarantee for Advance Payment Form

When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank

7. Manufacturers Authorization Form

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

8.1 **FORM OF TENDER**

To: THE DIRECTOR GENERAL
KENYA SCHOOL OF GOVERNMENT
P.O. Box 23030-00604
NAIROBI.

Dear Sir,

PROVISION OF SERVICE AND MAINTENANCE OF ICT HARDWARE AND NETWORK INFRASTRUCTURE - KSG/44/2016-17.

1. In accordance with the Instructions to Tenderers, Conditions of Contract, Specifications for the execution of the above named Work, we, the undersigned offer to supply, install and complete such Works and remedy any defects therein for the sum of:

Kshs.....[Amount in figures]

Kenya Shillings.....

.....
.....[Amount in words]

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer's Representative's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender for a **period of 120 days from the date of tender opening** and shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. Understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of20.....

Signaturein the capacity of

Duly authorized to sign tenders for and on behalf of:

.....[*Name of Tenderer*]

of.....[*Address of Tenderer*]

KRA PIN No.

REGISTRATION CERTIFICATE No.

Witness: Name

 Address

 Signature

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

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 Signature of Candidate

.....

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

8.3 TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called "the tenderer") has submitted its tender dated [date of submission of tender] for the Provision of Service and Maintenance of ICT Hardware and Network Infrastructure. (hereinafter called "the Tender") Kenya School of Government 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 Procuring entity") 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 Procuring entity 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 Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This 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)

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between [name of Procurement entity] of [country of Procurement entity] (hereinafter called "the Procuring entity) of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called "the tenderer") of the other part;

WHEREAS the Procuring entity invited tenders for certain 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 Procuring entity's Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the 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 Procuring entity
Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To The Director General
Kenya School of Government
P. O. Box 23030 - 00604
Nairobi

WHEREAS [*name of tenderer*] (hereinafter called "the tenderer") has undertaken , in pursuance of Contract No. _____ [*reference number of the contract*] dated _____ 20 _____ to Provision of Service and Maintenance of ICT Hardware and Network Infrastructure. (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]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

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 Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in 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 Procuring entity 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 Procuring entity 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]

8.7 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Procuring entity]*

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 a person competent.

8.8 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

8.9 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 Procuring Entity*) of
.....dated the...day of20.....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 of20.....

SIGNED
Board Secretary



Kenya School of Government

Site Survey Form for

PROVISION OF SERVICE AND MAINTENANCE OF ICT HARDWARE AND NETWORK INFRASTRUCTURE

AT

KENYA SCHOOL OF GOVERNMENT - TENDER No. KSG/44/2016-2017

Purpose and IMPORTANT note:

Bidders who are completing their own survey should ensure the completeness and accuracy of the information provided.

General Information *(must be completed)*

Date when this survey was conducted Monday May 22nd 2017 at 10:00 am

This site survey was conducted by:

Name: _____

Telephone: 020 4015165, 178, 167 Mobile: 0727496698

Email: Directorgeneral@ksg.ac.ke, ict@ksg.ac.ke,

Bidder Contact Details *(must be completed)*

Organization _____

Bidder Address: _____

Contact Name: _____

Telephone: _____ Mobile: _____

Fax: _____ Email: _____

Bidder Representative

Name:..... Sign:..... Date: **May 19th / 22nd 2017**

KSG Representative

Name:..... Sign:..... Date: **May 19th / 22nd 2017**

Campus: