



**NYANDARUA INSTITUTE OF SCIENCE AND  
TECHNOLOGY  
TENDER DOCUMENT FOR  
PROCUREMENT OF SERVICES  
YEAR 2019-2020.**

**CLOSING DATE: TUESDAY 11<sup>TH</sup> JUNE 2019**

**AT 10.00A.M**

**TENDER NAME: PROVISION OF REPAIR AND  
MAINTENANCE OF INSTITUTE GENERATOR**

**TENDER NO: NIST/029/2019/2020**

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## INTRODUCTION

- 1.1 This standard tender document for the procurement of services has been prepared for use by procuring entities in Kenya. It is to be used in the procurement of all types of services e.g.
  - i. Security.
  - ii. Cleaning.
  - iii. Servicing and repairs.
  - iv. Transport.
  - v. Clearing and forwarding.
  - vi. Air ticketing and travel arrangements and all others where there is no specific standard tender document for procurement of that service.
  
- 1.2 The following general directions should be observed when using the document.
  - a) Specific details should be finished in the invitation to tender and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
  
  - b) The instructions to tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the appendix to the instructions to the tenderers or the general conditions of contract respectively.
  
- 1.3 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements,
  
- 1.4 The invitation to tender shall be issued as an advertisement in accordance with the regulations or as a letter of invitation addressed to the tenderers who have expressed interest following an advertisement of a prequalification tender.

## SECTION 1 - INVITATION TO TENDER



DATE.....

### CATEGORY B (PROVISION OF SERVICES)

	TENDER NO	DESCRIPTION	ELIGIBILITY	
25	NIST/025/2019/2020	PROVISION OF SECURITY SERVICES	OPEN	
26	NIST/026/2019/2020	PROVISION OF PRINTING AND SUPPLY OF BRANDING MATERIALS(T-SHIRTS,BANNERS)	YOUTH, WOMEN AND PWDs.	
27	NIST/027/2019/2020	PROVISION OF REPAIRS AND MAINTENANCE OF COMPUTERS,PHOTOCOPIERS AND PRINTERS	PWDs,WOMEN AND YOUTH	
28	NIST/028/2019/2020	PROVISION OF INSURANCE SERVICES	OPEN	
29	NIST/029/2019/2020	PROVISION OF REPAIR AND MAINTENANCE OF INSTITUTE GENERATORS	OPEN	
30	NIST/030/2019/2020	PROVISION OF REPAIR AND MAINTENANCE OF INSTITUTE MOTOR VEHICLES	OPEN	
31	NIST/031/2019/2020	PROVISION OF VETINARY SERVICES	OPEN	
32	NIST/032/2019/2020	PREQUALIFICATION FOR CONSTRUCTION AND BUILDING RENOVATIONS	OPEN	
33	NIST/033/2019/2020	PROVISION OF SANITARY AND FUMIGATION	WOMEN,PWDs AND YOUTH	

**1.1 NYANDARUA INSTITUTE** invites applications from interested, eligible, capable individuals and firms for **TENDERS OF INSURANCE SERVICES** for the years 2019-2020

**1.2** The tender documents containing the submission information, detailed terms and conditions may be obtained from **NYANDARUA INSTITUTE OF SCIENCE AND TECHNOLOGY** upon payment of a non- refundable fee of **kshs.1, 000 AT ACCOUNTS OFFICE OR free** download from Public Procurement Information Portal (PPIP portal)/Institute website. Tender submission closing date is **TUESDAY 11<sup>th</sup> June 2019 at 10.00am.**

**1.3** Completed tender documents are to be enclosed in a plain sealed envelope marked with tender reference number and be deposited in the **TENDER BOX** situated at **ADMINISTRATION BLOCK** or be addressed to:-

THE PRINCIPAL  
NYANDARUA INSTITUTE OF SCIENCE AND TECHNOLOGY  
P.O. BOX 2033-20300  
NYAHURURU.

**1.4** To be received on or before **TUESDAY 11<sup>TH</sup> JUNE 2019 AT 10:00am**  
Tenders will be opened immediately thereafter at **INSTITUTES BOARD ROOM** in the presence of tenderers' or representatives who choose to attend the opening.

**NB: LATE TENDERS WILL NOT BE ACCEPTED.**

**1.5** Prices quoted should be net inclusive of all taxes and delivery must be in Kenya shillings and shall remain valid for.....days from the closing date of the tender.

## SECTION II – INSTRUCTIONS TO TENDERERS

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## **SECTION II INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 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 unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of tendering**

- 2.2.1 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.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

2.3.2. 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.

## **2.4 Clarification of Documents**

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no 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 who have received the tender documents”

2.4.2. 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

## **2.5 Amendment of documents**

2.5.1. 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 issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. 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.

## **2.6 Language of tender**

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. 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.

## **2.7 Documents Comprising the Tender**

The tender prepared by the tenderer shall comprise the following components:

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

## **2.8 Form of Tender**

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9 Tender Prices**

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted **by** the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.10 Tender Currencies**

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

## **2.11 Tenderers Eligibility and Qualifications.**

- 2.11.1** Pursuant to Clause 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.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

2.12.1 Tender security shall not be required in procurements reserved for small and micro-enterprises or enterprises owned by women, youth, persons with disabilities and other disadvantaged groups participating in procurement proceeding and the target group shall be required to fill and sign the tender security declaration form. As per the public procurement and asset disposal act 2015 sec 61(5).

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after 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 nonresponsive.

2.13.2 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 2.12 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.

## **2.14 Format and Signing of Tender**

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

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

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

## **2.15 Sealing and Marking of Tenders**

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The

envelopes shall then be sealed in an outer envelope. 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 to tender and the words: **“DO NOT OPEN BEFORE (TUESDAY, 11<sup>TH</sup> JUNE 2019 AT 10:00AM),”**

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”. —

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.16 Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **(TUESDAY, 11<sup>TH</sup> JUNE 2019 AT 10:00AM)**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

## **2.17 Modification and withdrawal of tenders**

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

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

2.17.6 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.

## 2.18 **Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at ...**(TUESDAY, 11<sup>TH</sup> JUNE 2019 AT 10:00AM)** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 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.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## 2.19 **Clarification of tenders**

2.19.1 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 shall be sought, offered, or permitted.

2.19.2 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 tenderer's tender.

Comparison or contract award decisions may result in the rejection of the tenderer's tender.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 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.

2.20.5 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 nonconformity.

## 2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

## 2.22 Evaluation and comparison of tenders.

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

**(b) *Deviation in payment schedule.***

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability, experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

**2.23. Contacting the procuring entity**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 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 tenderers tender.

**2.24 Award of Contract**

**a) Post qualification**



2.24.1 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.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 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 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**

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 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. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.25 Notification of award**

2.25.1 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.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.26 Signing of Contract**

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return **it** to the Procuring entity.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.27 Performance Security**

2.27.1 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.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 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 or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 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;

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

## **2.29 Instructions to Tenderers**

### **QUALIFICATION DATA INSTRUCTIONS**

#### **2.29.1 Qualification data forms**

The attached forms PQ-1, PQ-2, PQ-3, PQ-4, PQ-5 and PQ-6 and are to be Completed by prospective tenderer who wish to qualify for submission of Tender.

**2.29.2** The application forms which are not filled out completely and Submitted in the prescribed manner will not be considered. All the documents that form part of the proposal must be written in English and in ink.

#### **2.30 Qualification**

**2.30.1** It is understood and agreed that the qualification data on prospective bidders is to be used by Nyandarua institute in determining, according to its sole judgment and discretion, the qualifications of prospective bidders to perform in respect to the tender Category as described by the client.

**2.30.2** Prospective bidders will not be considered qualified unless in the judgment of the Assembly they possess capability, experience, qualified personnel available and suitability of equipment and net current asset or working capital sufficient to satisfactory execute the contact for services.

**2.31 Experience:** Prospective bidders shall have experience in provision of insurance services. The potential tenderer should show competence, willingness and capacity to service the contract at short notice.

#### **2.32 Financial Condition**

The tenderer's financial condition will be determined by latest financial statement submitted.

**2.32.1** Special consideration will be given to the financial resources available as working capital.

#### **2.33 Past performance**

Past performance will be given due consideration in qualifying bidders. Letter of reference and or copies of order/contracts from past customers should be attached in the form.

#### **2.34 Statement**

Application must include a sworn statement Form by the tenderer ensuring the accuracy of the information given.

**2.36** The firm must have a fixed business premise and must be registered in Kenya, with Certificate of Registration/Incorporation and Article of Association, copies of which must be attached.

**2.37** The firm must show proof that it has paid all its statutory obligations and have current Tax Compliance Certificate which is mandatory.

### **2.38 Qualification Criteria**

<b>Required Information</b>	<b>Form Type</b>	<b>Points Score</b>
1. Documents		Mandatory
2. Qualification Data	PQ- 1	20
3. Financial Position	PQ-2	20
4. Confidential Report	PQ- 3	20
5. Past Experience	PQ- 4	20
6. Litigation History	PQ- 5	10
6. Sworn statement	PQ- 6	10

**TOTAL 100**

**The qualification is 80 points and over**

#### **Mandatory Requirements for this category:**

- i. A copy of Certificate of Registration/incorporation
- ii. Copy of PIN/ VAT Registration Certificate of firm/company/individual.
- iii. Valid Tax Compliance Certificate from Kenya Revenue Authority
- iv. Copy of current Trade License.
- v. Audited Accounts for the last two years 2017 and 2018
- vi. Pagination of the tender document

**FORM PQ-1            QUALIFICATION DATA**

**1. TENDERERS APPLICATION FORM**

I/we .....hereby apply for  
registration as supplier(s) of  
(Name of Company/Firm)

.....  
(Item Description)

.....  
(Category No.)

Post Office Address .....

**Town** .....

**Street**.....

**Name of building** .....

**Room/Office No** ..... **Floor No**.....

**Telephone**  
**No's**.....**Fax**.....**email**.....

**Full Name of applicant**.....

Other branches location.....

**2. Organization & Business Information**

Management Personnel .....

Chief Executive/Managing Director.....

Secretary .....

General Manager .....

Accountant .....

Other.....

Partnership (if applicable)

Name of Partners .....

3 Business founded or incorporated .....

4. Under present management since .....

5. Net worth equivalent Kshs .....

6. Bank reference and address .....

7. Sister company reference and address .....

8. Enclose copy of organization chart of the firm indicating the main fields of  
Activities.....

9. State any technological innovations or specific attributes which distinguish you from your  
competitors

.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....

10. Indicate terms of trade/sale

**(20 points)**

**PQ-2**

**FINANCIAL POSITION AND TERMS OF TRADE**

- (1) Attach a copy of firm's current certified financial statements giving summary of assets and current Liabilities.
- (2) Attach certified letters of reference from the bankers regarding supplier's credit position

**(20 Points)**



**REPUBLIC OF KENYA**

**PQ- 3                    CONFIDENTIAL BUSINESS QUESTIONNAIRES**

You are requested to give the particulars indicated in part 1 and either part 2(a) 2(b) or 2(c) whichever applies 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.....  
.  
Nature of business .....  
Current Trade License No.....Expiring date .....  
  
Maximum value of business which you can handle at any one time: Kshs.....  
Name of your bankers.....Branch.....

**Part 2 (a) – Sole Proprietors**

Your name in full ..... Age.....  
Nationality..... Country of origin.....  
\*Citizenship details.....

**Part 2(b) – Partnership**

Give details of partners as follows:

Name	Nationality	Citizenship Details	Shares
1.....			
2.....			
3.....			
4.....			
5.....			

**Part 2 (c) – Registered Company**

Private or Public  
.....  
.....

State the nominal and issued capital of company:-

Nominal's..... Issued:  
.....

Give details of all directors as follows:-

Name	Nationality	Citizenship Details	Shares
1.....			

2.....  
3.....  
4.....  
5.....

**Date .....****Signature of**  
**Candidate.....**

- If Kenya citizen, indicate under “Citizenship Details” whether by birth, Naturalization or Registration.

**(20 points)**

**FORM PQ -4 PAST EXPERIENCES**

**NAMeS OF THE APPLICANT’S CLIENTS**

**NAMES OF CLIENTS AND VALUES OF CONTRACT/ORDERS**

- i. Name of Client (organization) .....
- ii. Address of Client (organization).....
- iii. Name of contact person at the client (organization) .....
- Iv. Telephone No. of client .....
- V. Value of Contract (date).....
- vi. Duration of Contract (date) .....

(Attach documental evidence of existence of contract) e.g. contract, L.P.Os/L.S.Os or completion Certificates.

**2. Name of 2<sup>nd</sup> Client (organization)**

- i. Name of client  
(Organization).....
- ii. Address of client  
(Organization).....
- iii. Name of contact person at the client (organization).....
- Iv. Telephone No. of client.....
- v. Value of contract .....
- vi. Duration of contract (date) .....

(Attach documental evidence of existence of contract) e.g. contract, L.P.Os/L.S.Os or completion Certificates

**3. Name of 3<sup>rd</sup> Client (organization)**

- i. Name of Client (organization).....
- ii. Address of client (organization).....
- iii. Name of contact person at the client (organization).....
- Iv. Telephone No. of client.....
- v. Value contract.....
- vi. Duration of contract (date)

(Attach documental evidence of existence of contract) e.g. contract, L.P.Os/L.S.Os or completion Certificates

**(20 Points)**

**FORM PQ -5 LITIGATION HISTORIES**

Name of contractor/supplier.....  
.....

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

<b>year</b>	<b>Award for or against</b>	<b>Name of client cause of litigation and matter in dispute</b>	<b>Disputed Amount(current Value,ksh(Equivalent))</b>

**10 MKS**

## Appendix to instructions to tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

<b>Instructions to tenderers</b>	<b>Particulars of appendix to instructions to tenderers</b>
2.1	<b>AS PER THE MANDATORY DOCUMENTS</b>
2.10	Tender prices in <b>KENYA SHILLINGS</b>
2.11	Particulars of eligibility and qualifications documents of evidence required. <b>AS PER THE INSTRUCTION.</b>
2.12	Particulars of tender security if applicable. <b>NOT APPLICABLE</b>
2.24	Particulars of post – qualification if applicable. <b>AS PER THE INSTRUCTIONS.</b>
2.30	Particulars of performance security if applicable. <b>NOT APPLICABLE</b>

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

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3.18	Notices	

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

### **3.1 Definitions**

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

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### **3.2 Application**

These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.

### **3.3 Standards**

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

### **3.5 Patent Right's**

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

### **3.6 Performance Security**

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

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

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

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

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

### **3.7 Inspections and Tests**

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



3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

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

### **3.8 Payment**

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

### **3.9 Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.10 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.

### **3.10 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:

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

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

### **3.12 Termination of insolvency**

The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.13 Termination for convenience**

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

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of disputes**

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

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15 Governing Language**

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

### **3.16 Force Majeure**

The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.17 Applicable Law.**

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

### **3.18 Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

<b>General conditions of contract reference</b>	<b>Special conditions of contract</b>
3.6	Specify performance security if applicable. <b>NOT APPLICABLE</b>
3.8	Specify method and conditions of performance. <b>AS PER THE ORDER</b>
3.9	Specify price adjustments allowed. <b>NOT APPLICABLE</b>
3.14	Specify resolution of disputes. <b>RELEVANT BODIES</b>
3.17	Specify applicable law. <b>KENYAN LAW</b>
3.18	Indicate addresses of both parties. <b>NYANDARUA INSTITUTE OF SCIENCE AND TECHNOLOGY</b> <b>P.O BOX 2033-20300 EMAIL</b> <a href="mailto:nyandaruaainsitute2006@gmail.com"><u>nyandaruaainsitute2006@gmail.com</u></a>

## SECTION V – SCHEDULE OF REQUIREMENTS

This part will include any deliverables under the service contract

Number	<i>Description</i> <b>AS PER THE REQUIREMENT</b>	<i>Quantity</i> <b>AS PER THE REQUIREMENT</b>	<i>Delivery Time</i> <b>Start JULY 2019 End JULY 2020</b>
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## **SECTION VI – DESCRIPTION OF SERVICES**

**Servicing of institute generator quarterly in the financial year 2019/2020**

## **SECTION VII - STANDARD FORMS**

1. Form of tender
2. Price schedules
3. Bank guarantee for advance payment
4. Declaration form

**PRICE SCHEDULE OF SERVICES**

Name of Tenderer.....

Tender Number.....Page \_\_\_\_ of \_\_\_\_.

**NYANDARUA INSTITUTE OF SCIENCE AND TECHNOLOGY**  
**P.O BOX 2033-20300 NYAHURURU TEL: 0727256001/0732335757**  
**EMAIL: info@nyandarua institute.ac.ke**

SCHEDULE OF REQUIREMENTS  
TENDER NUMBER: NIST/030/2019/2020

**PROVISION OF REPAIR AND MAINTAINANCE OF INSTITUTE MOTORVEHICLES**  
**AND GENERATORS**

No	Service description	Unit of issue	Units	Duration	Unit price	TOTAL PRICE
1	Generator ( Perkins 15150 KVA)	1	1	Quarterly in the fy 2019/2020		

Signature of tenderer \_\_\_\_\_

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



**BANK GUARANTEE FOR ADVANCE PAYMENT**

To.....

[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 institution]*, 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 thereunder 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 and 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]*

**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 of .....20.....in the matter of Tender No.....of  
.....20...

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED ..... (Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

**SIGNED**  
**Board Secretary**

**Form Of Tender**

To: NYANDARUA INSTITUTE

Date \_\_\_\_\_

P.O BOX 2033  
NYAHURURU

Tender No.....

TenderName.....

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Insurance Services under this tender in conformity with the said Tender document 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 provide the Insurance Cover Services in accordance with the conditions of the tender.

3. 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.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

**FORM PQ -6**

**SWORN STATEMENT**

Having studied the information for the above project, we/I hereby state:

- a. The information furnished in our application is accurate to the best of our knowledge.
- b. That in case of being qualified/registered, we acknowledge that this grants us the right to participate in due time in the submission of a tender or quotation when invited/requested to do so by Nyandarua institute of science and technology.
- c. When the call for quotations is issued, the legal, technical or financial conditions or the contractual capacity of the firm changes, we shall notify Nyandarua institute of science and technology and acknowledge your right to review the qualification made.
- d. We enclose all the required documents and information required for the qualification in evaluation.
- e. We confirm that we have not been debarred from participation in Public Procurement and have no litigation procedure in process.
- f. Date.....

Applicant's Name

.....

Represented by

.....

Signature

.....

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

**(10 points)**