KENYA NATIONAL EXAMINATIONS COUNCIL

TENDER FOR

PROVISION OF MAINTENANCE SERVICES FOR UNINTERRUPTIBLE POWER SUPPLY (UPS) EQUIPMENT (FRAMEWORK CONTRACT)

TENDER NO. KNEC/ONT/2019/2020/07

CLOSING DATE: 20TH MARCH 2020

Kenya National Examinations Council
National Housing Corporation Building
Aga Khan Walk, off Harambee Avenue
P.O. Box 73598-00100
Nairobi
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SECTION I - INVITATION FOR TENDERS

The Kenya National Examinations Council invites sealed tenders from eligible and experienced firms to supply the following items.

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Interested eligible candidates may obtain further information from and inspect the tender documents at KNEC Procurement Office, Tel: 254-20-249178/247344/2226884 Email: procurement@knec.ac.ke, NHC House Aga Khan Walk Nairobi on working days from 6th March 2020 between 9.00a.m. to 12.30p.m. and 2.00p.m. to 4.30p.m.

A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of One thousand Kenya shillings (Kshs. 1,000) in cash or bankers cheque payable to the Kenya National Examinations Council or free of charge from the following websites; www.knec.ac.ke or http://supplier.treasury.go.ke/site/tenders.go/index.php. Bid Prices quoted should be inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender. Tenders must be accompanied by a tender security of Kshs. 200,000 from reputable banks or PPRA approved insurance firms. Completed Tender documents in plain sealed envelopes clearly marked on top with the tender Number and name for the Tender should be addressed to:-

The Ag. Chief Executive Officer
The Kenya National Examinations Council
P.O Box 73598 – 00200
NAIROBI.

and must be deposited in the Tender Box on 6th floor, NHC House Aga Khan Walk Nairobi so as to be received on or before 20th March, 2020 at 10.00 A. M. Tenders will be opened immediately thereafter at 10.20 a.m. local time in the presence of the candidates/representatives who choose to attend in the Conference Room 7th floor, NHC House.

Late bids shall be rejected.

Ag. Chief Executive Officer
KENYA NATIONAL EXAMINATIONS COUNCIL
## SECTION II - INSTRUCTIONS TO TENDERERS

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2.1 **Eligible Tenderers**

2.1.1 This Invitation for Tenders is open to all tenderers 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 Council 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 tender document shall be downloaded from KNEC web site for free.
2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set tender evaluation criteria shall be awarded the contract.

2.4. **The Tender Document**

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

(i) Invitation to Tender
(ii) Instructions to tenderers
(iii) General Conditions of Contract
(iv) Special Conditions of Contract
(v) Schedule of requirements
(vi) Technical Specifications
(vii) Tender Form and Price Schedules
(viii) Tender Security Form
(ix) Contract Form
(x) Performance Security Form
(xi) Bank Guarantee for Advance Payment Form
(xii) Manufacturer’s Authorization Form
(xiii) Confidential Business Questionnaire

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 Council. Written copies of the Council response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The Council 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

2.6.1 At any time prior to the deadline for submission of tenders, the Council, 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.

2.6.2 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.

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

2.7 Language of Tender

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

2.8.1 The tender prepared by the tenderers shall comprise the following components

(a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below

(b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

(d) tender security furnished in accordance with paragraph 2.14

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

2.10 **Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract.

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

2.10.3 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.

2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11 **Tender Currencies**

2.11.1 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 tenderer's eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderer’s eligibility to tender shall establish to the Council 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 tenderer’s qualifications to perform the contract if its tender is accepted shall be established to the Council satisfaction;

(a) 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.

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

(c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the tenderer’s maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

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

(a) a detailed description of the essential technical and performance characteristic of the goods;
(b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
(c) a clause-by-clause commentary on the Council Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the 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 Council satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

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

2.14.2 The tender security shall be in the amount not exceeding 2% per cent of the tender price.

2.14.3 The tender security is required to protect the Council against the risk of Tenderer’s conduct which would warrant the security’s forfeiture, pursuant to paragraph 2.14.7

2.14.4 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 Council and valid for thirty (30) days beyond the validity of the tender.

2.14.5 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

2.14.6 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 Council.

2.14.7 The successful Tenderer’s tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

(a) if a tenderer withdraws its tender during the period of tender validity specified by the Council on the Tender Form; or

(b) in the case of a successful tenderer, if the tenderer fails:
   (i) to sign the contract in accordance with paragraph 2.27 or
   (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders
2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Council, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 In exceptional circumstances, the Council may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

2.16.1 The tenderer shall prepare two copies one (1) Original and one (1) Copy of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. 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.

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:
   (a) be addressed to the Chief Executive Officer, Kenya National Examinations Council, P.O. Box 73598-00200 Nairobi.
bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” 20TH March 2020 at 10.00am.

2.17.3 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”.

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

2.18 **Deadline for Submission of Tenders**

2.18.1 Tenders must be received by the Council at the address specified under paragraph 2.17.2 no later than **20TH March 2020 at 10.00am**

2.18.2 The Council 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 Council and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.19 **Modification and Withdrawal of Tenders**

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

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.14.7.

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

2.20 Opening of Tenders

2.20.1 The Council will open all tenders in the presence of tenderers’ representatives who choose to attend, at **10.00am, 20TH March 2020** and in the location specified in the Invitation to Tender.

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

2.20.2 The tenderers’ names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Council, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The Council will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the Council may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the Council tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers’ tender.

2.22 Preliminary Examination

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

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, 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.

2.22.3 The Council may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

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

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

2.22.6 The following mandatory documents which must be submitted will comprise a substantially responsive tender.

   a. Duly completed price schedule (must be completed in the format provided and no other. Any deviation shall be considered non-compliance and the bid shall be disqualified).
   b. Tender submission form
   c. Copy of valid Tax Compliance Certificate KNEC will at its own discretion confirm Authenticity of the documents with the Kenya Revenue Authority
   d. Tender/Bid security
   e. Copy of Authentic Audited Financial statements for the last 2 (two) years.
   f. Certificate of incorporation/Registration

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders
2.24.1 The Council will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22.

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

2.24.3 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.

2.24.4 Technical specifications

   a. Delivery schedule offered in the tender.
   b. Deviations in payment schedule from the specified in the special conditions of contract.

**EVALUATION CRITERIA**

The Technical Evaluation Criteria shall therefore be as follows:

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<td>MANDATORY REQUIREMENTS</td>
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<td>1.</td>
<td>Serially Number your document (number all pages before submission)</td>
<td></td>
<td>1. Provide evidence</td>
</tr>
<tr>
<td>2.</td>
<td>Copy of Valid certificate of Company Registration/corporation.</td>
<td></td>
<td>2. Any bidder who fails to meet any of these mandatory requirements will be deemed non-responsive</td>
</tr>
<tr>
<td>3.</td>
<td>Copy of a valid Tax Compliance certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Copy of a valid Single Business Permit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Filled Confidential Business Questionnaire</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Original tender security of Kshs. 100,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Submit Original and copy of the tender document</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td>TECHNICAL CRITERIA</td>
<td>SCORE</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Copy of Audited Financial Statements/ Accounts for the last three years (From 2016 and above). The Auditor must be in good standing with ICPAK or equivalent body. a) Profitability - the company must on average have made profit over the 3 years period b) Company must have a positive net current Assets position over the 3 years</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Evidence of at least Four (4) similar assignments done in the</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td><strong>Past 5 years</strong></td>
<td>(Attach certified copies of LPOs/Contract for each assignment as proof)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------</td>
<td>------------------------------------------------------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Location of company Business (company offices) – provide copy of lease agreement</strong></td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Managerial and key personnel competency</strong> - One (1) member of Key staff with Minimum of degree and 7 years of experience, and 2 other employees with a minimum of Diploma in a relevant Field (ICT, Electrical Engineering/equivalent) with minimum of 3 years’ experience (List names and Attach CV and copies of Certificates for proof)</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Pass mark is 70%</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Documentary evidence shall be required from bidders to ascertain their qualification in each of the above aspects. KNEC may undertake due diligence to confirm.

**Evaluation and Comparison of Tenders**

2.24.5 A binary selection scheme will be applied to determine the highest responsive bidder.

2.24.6 Bids will first be evaluated on their responsiveness to the general requirements and on specific technical requirements. Bids which fail in any critical items will be technically disqualified.

2.24.6 Only the technically qualified bidders will proceed for commercial evaluation. The financial proposal with the lowest evaluated bid price will be the responsive.

2.24.8 The technical pass mark score shall be 70% and the contract will be awarded to the bidder with the lowest responsive price.

**2.25 Preference**

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

**2.26 Contacting the Kenya National Examinations Council**

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Council on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
2.26.2 Any effort by a tenderer to influence the Council in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer’s tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 The Council 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 by undertaking due diligence.

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

2.27.3 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 Council will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer’s capabilities to perform satisfactorily.

(b) Award Criteria

2.27.4 The Council 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) The Council Right to Vary quantities

2.27.5 The Council 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) The Council Right to Accept or Reject Any or All Tenders

2.27.6 The Council 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 Council’s action.
2.28 Notification of Award

2.28.1 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.

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

2.28.3 Upon the successful Tenderer’s furnishing of the performance security pursuant to paragraph 2.28, the Council will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

2.29 Signing of Contract

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

2.29.2 The parties to the contract shall have it signed within 15 days from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within fifteen (15) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Council.

2.30 Performance Security

2.30.1 Within fifteen (15) days of the receipt of notification of award from the Council, 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 Council.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Council may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices
2.31.1 The Council requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Council, 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 Council of the benefits of free and open competition;

2.31.2 The Council 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.

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

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.

2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.

3. In preparing the Appendix the following aspects should be taken into consideration;

(a) The information that specifies and complements provisions of Section II to be incorporated
(b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated

4. Section II should remain unchanged and can only be amended through the Appendix.

5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

Appendix to Instructions to Tenderers

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

<table>
<thead>
<tr>
<th>INSTRUCTIONS TO TENDERERS REFERENCE</th>
<th>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1.1</td>
<td>All local tenderers with capacity to deliver</td>
</tr>
<tr>
<td>2.1.2</td>
<td>Tender security is Kshs. 200,000</td>
</tr>
<tr>
<td>2.1.3</td>
<td>Closing time 20TH March 2020 at 10.00am</td>
</tr>
</tbody>
</table>

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Contract Clauses

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Definitions</td>
<td>24</td>
</tr>
<tr>
<td>3.2</td>
<td>Application</td>
<td>24</td>
</tr>
<tr>
<td>3.3</td>
<td>Country of Origin</td>
<td>24</td>
</tr>
<tr>
<td>3.4</td>
<td>Standards</td>
<td>25</td>
</tr>
<tr>
<td>3.5</td>
<td>Use of Contract documents and information</td>
<td>25</td>
</tr>
<tr>
<td>3.6</td>
<td>Patent Rights</td>
<td>25</td>
</tr>
<tr>
<td>3.7</td>
<td>Performance security</td>
<td>25</td>
</tr>
<tr>
<td>3.8</td>
<td>Inspection and Tests</td>
<td>26</td>
</tr>
<tr>
<td>3.9</td>
<td>Packing</td>
<td>27</td>
</tr>
<tr>
<td>3.10</td>
<td>Delivery and documents</td>
<td>27</td>
</tr>
<tr>
<td>3.11</td>
<td>Insurance</td>
<td>27</td>
</tr>
<tr>
<td>3.12</td>
<td>Payment</td>
<td>27</td>
</tr>
</tbody>
</table>
SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

(a) “The Contract” means the agreement entered into between the 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” Maintenance of UPS

(d) “The Procuring entity” means Kenya National Examinations Council. P.O. Box 73598-00200 Nairobi, Kenya

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

3.2 Application

These General Conditions shall apply in all Contracts made by the Kenya National Examinations Council for MAINTENANCE OF UPS.

3.3 Country of Origin

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

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.
3.4 **Standards**

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

3.5 **Use of Contract Documents and Information**

3.5.1 The tenderer shall not, without the Council 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 Council in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Council prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.

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

3.6 **Patent Rights**

3.6.1 The tenderer shall indemnify the Council 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 Council country.

3.7 **Performance Security**

3.7.1 Within fifteen (15) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Council the performance security of 10% of the contract amount.

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

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Council 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.

3.7.4 The performance security will be discharged by the Council 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

3.8 **Inspection and Tests**

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer 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 Council.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Council 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 Council.

3.8.4 The Council 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 Council or its representative prior to the equipment delivery.

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

3.9 **Packing**

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

3.10 Delivery and Documents
3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Council in its Schedule of Requirements and the Special Conditions of Contract.

3.11 Insurance
3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 Payment
3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.
3.12.2 Payments shall be made promptly by the Council as specified in the contract.

3.13 Prices
3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
3.13.3 Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.
3.13.4 Price variation request shall be processed by the Council within 30 days of receiving the request.

3.14 Assignment
3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity’s prior written consent.
3.15 **Subcontracts**

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

3.16 **Termination for default**

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

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

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

   (c) if the tenderer, in the judgment of the Council has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Council 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 Council for any excess costs for such similar goods.

3.17 **Liquidated Damages**

3.17.1 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the Council shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 **Resolution of Disputes**
3.18.1 The Council 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.

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
Notes on Special Conditions of Contract

The clauses in this section are intended to assist the Council 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.

(a) 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

<table>
<thead>
<tr>
<th>REFERENCE OF GCC</th>
<th>SPECIAL CONDITIONS OF CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.7.1</td>
<td>None</td>
</tr>
<tr>
<td>3.12.1</td>
<td>LPO – thirty days after delivery</td>
</tr>
<tr>
<td>3.18.1</td>
<td>As per the tender document</td>
</tr>
</tbody>
</table>
SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

5.1.1 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.

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

5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The Council reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

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

(i) Shortest possible delivery period of printing paper
(ii) Information on source of the printing papers including their names and addresses.
SECTION VI - SCHEDULE OF REQUIREMENTS

A: NORMAL SERVICE
To carry out preventative maintenance of the equipment once every three months on dates attached herewith as Schedule 1 unless changed by mutual consent between the parties;

1. Preventative maintenance shall include:
   - 4 quarterly scheduled preventative visits to site
   - Repair and spare parts replacement.
   - Unlimited repair visits to site
   - Fault Diagnosis.
   - Visually Inspect equipment for loose connections
   - Visually Inspect for burnt insulation and other signs of wear
   - Visually check for any liquid contamination for Capacitors
   - Visually check for any liquid contamination for Batteries
   - Clean UPS equipment enclosures
   - Check temperature and humidity performance
   - Conduct checks on Electrical connections to ensure all are tight and not generating heat
   - Provide a complete test of system including monitoring the Battery on load test on each cell.
   - Test UPS transfer switches and external switchgear i.e MCC’Bs Circuit breakers and Maintenance Bypass.
   - Test UPS on Generator
   - Update logbook for KNEC’s inspection;

2. At any time during preventative maintenance, servicing or repair visit, should the Vendor deem it necessary to remove any part or the Equipment from KNEC’s premises for purposes of more specialised servicing, repair or maintenance, they shall provide a temporary part or equipment as necessary to enable the primary load continue operation.

3. Make good to KNEC’s any loss or damage to the Equipment or part while under their custody or care;

4. Primary Load: That Equipment that provides the primary computing or other functions within a network or other system i.e. a file server.

<table>
<thead>
<tr>
<th>Item</th>
<th>Size</th>
<th>Manufacturer/ Model</th>
<th>LOCATION</th>
<th>Quarterly Service Charge</th>
<th>Yearly Service Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>1kVA</td>
<td>Assorted</td>
<td>NAIROBI</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>2kVA</td>
<td>&quot;</td>
<td>&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>5kVA</td>
<td>&quot;</td>
<td>&quot;</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4. 10kVA
5. 20kVA
6. 30kVA
7. 50kVA
8. 60kVA
9. 80kVA
10. 100kVA
11. 150kVA
12. 200kVA
13. 250kVA
14. 300kVA
15. 350kVA
16. 400kVA
17. 450kVA
18. 500kVA

B: **EMERGENCY CALL**

1. Upon an emergency call out in case of breakdown or fault in the Equipment, carry out fault diagnosis and repair of the equipment including replacement of all parts (excluding batteries), electrical and mechanical inspection of equipment at Vendor’s sole cost.

2. In the event that Vendor’s personnel are on KNEC’s site on emergency call outside normal working hours which for intents and purposes of this agreement are 8.00 a.m. to 5.00 p.m. on Monday through to Saturday, Vendor shall invoice KNEC for labour charges.

3. Emergency call charge rate: Kes. .................................... (Inclusive of VAT)

4. Response time shall be 2 hours Nairobi and its immediate environs and 24hours outside Nairobi from the time of notification.

5. **Mode of Notification of an Emergency Breakdown**: For the purpose of expediency the client shall optionally provide initial notification via verbal communication or any other means however this must be immediately followed up by communication via e-mail, fax, letter etc.

6. The following schedules of spares necessary for maintenance of the UPS
## SECTION VII - PRICE SCHEDULE FOR GOODS

### TABLE II: SCHEDULES OF NECESSARY SPARES

NB: Add to the list any other necessary spare part that is not listed

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Part number</th>
<th>DESCRIPTION</th>
<th>Price(KSHS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>19030183</td>
<td>Fuse - Battery 700V, 250A</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>19030165</td>
<td>Fuse - Inverter, Semiconductor Fuse, 660VAC, 200A</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>19030166</td>
<td>Fuse - Rectifier, 500VAC, 200A</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>15070068</td>
<td>IGBT - Balancer, Dual Pack Module, 1200V/50A</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>15070053</td>
<td>IGBT - Rectifier, Dual Pack Module, 1200V, 200A, 10KHz</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>15070067</td>
<td>IGBT - Inverter Battery Converter, Dual Pack Module, 1200V, 300A</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>15090018</td>
<td>SCR - Rectifier &amp; Inverter &amp; Bypass, Dual Pack Module, 1400V/110A</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>O3025592</td>
<td>PWA-UHW241Z-UHW241M1 - Driver Board</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>19040017</td>
<td>Fuse - U21 Board 250V, 2A 5x20mm</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>19040018</td>
<td>Fuse - U21 Board 250V, 3.15A, 5x20mm Fast</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>19040020</td>
<td>Fuse - X1 Board, 5x20mm, 250V, 5A Fast</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>19040038</td>
<td>Fuse - A1 Input EMI board 250V 15A, 5x20mm Time Delay</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>19040080</td>
<td>Fuse - M1 Board Battery Charger Semi-conductor Fuse, 3x38mm, 600V, 15A</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>19040086</td>
<td>Fuse - X1 Board, 3x38mm, 600V, 3A</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>19040103</td>
<td>Fuse - X1 Board 500V AC 5A Fast Ceramic 6x32 mm</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>32010041</td>
<td>Fan, AC230V, 14.0W, 2900RPM, 99x38</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>32010045</td>
<td>Fan, AC230, 45W, 2800RPM, 172x150</td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>O8010408</td>
<td>Aluminum Electrolytic Capacitor,450V,6800uF,±20%</td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>O8030214</td>
<td>Metalized Film Capacitor, 400VAC, 50uF, ±10%, Polypropylene</td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>O8030264</td>
<td>Metalized Film Capacitor, 300VAC, 200uF, ±5%, Polypropylene</td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>O8030220</td>
<td>Metalized Film Capacitor, 1200V, 1uF, ±10%, Polypropylene</td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>33020018</td>
<td>Current Sensor - Balancer 50A</td>
<td></td>
</tr>
<tr>
<td>24.</td>
<td>33020023</td>
<td>Current Sensor LT208-S7 200A</td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td>33020024</td>
<td>Current Sensor LT308-S7300A</td>
<td></td>
</tr>
<tr>
<td>Item No.</td>
<td>Part number</td>
<td>DESCRIPTION</td>
<td>Price(KSHS)</td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
<td>-------------</td>
<td>-------------</td>
</tr>
<tr>
<td>26.</td>
<td>10060056</td>
<td>Inductor - Rectifier, Inverter, UH8341L1, 0.46mH, ±10%, 112A, Class H</td>
<td></td>
</tr>
<tr>
<td>27.</td>
<td>16010018</td>
<td>Knife Switch, Load Break Switch, AC 22B, 400VAC, 160A, 3P, HiPulse equivalent 0001807N</td>
<td></td>
</tr>
<tr>
<td>28.</td>
<td>16010007</td>
<td>Load Break Switch-rated Voltage 400VAC, 250A, 4p</td>
<td></td>
</tr>
<tr>
<td>29.</td>
<td>O3025724</td>
<td>PWA-UH8341A1 - Input Y Cap Filter Board</td>
<td></td>
</tr>
<tr>
<td>30.</td>
<td>O3025725</td>
<td>PWA-UH8341A2 - Output Y Cap Filter Board</td>
<td></td>
</tr>
<tr>
<td>31.</td>
<td>O3025751</td>
<td>PWA-UH8341A3 - Battery Y Cap Filter Board</td>
<td></td>
</tr>
<tr>
<td>32.</td>
<td>O3025752</td>
<td>PWA-UH8341A4 - Output Y Cap Filter Board</td>
<td></td>
</tr>
<tr>
<td>33.</td>
<td>O3025753</td>
<td>PWA-UH8341A5 - Bypass EMI Filter Board</td>
<td></td>
</tr>
<tr>
<td>34.</td>
<td>O3025726</td>
<td>PWA-UH8341M6 - Input EMI Filter Board</td>
<td></td>
</tr>
<tr>
<td>35.</td>
<td>O3025727</td>
<td>PWA-UH8341M8 - Output EMI Filter Board</td>
<td></td>
</tr>
<tr>
<td>36.</td>
<td>O3025594</td>
<td>PWA-UHW241Z-UHW241M3 - Parallel Board</td>
<td></td>
</tr>
<tr>
<td>37.</td>
<td>O3025595</td>
<td>PWA-UHW241Z-UHW241M4 - Detection Board</td>
<td></td>
</tr>
<tr>
<td>38.</td>
<td>O3025598</td>
<td>PWA-UHW241Z-UHW241X1 - Signal Convey Board</td>
<td></td>
</tr>
<tr>
<td>39.</td>
<td>O3025599</td>
<td>PWA-UHW241Z-UHW241K1 - Key Board</td>
<td></td>
</tr>
<tr>
<td>40.</td>
<td>O3034192</td>
<td>PWA-UHW241Z-UHW241U9 - DSP Board</td>
<td></td>
</tr>
<tr>
<td>41.</td>
<td>O3034193</td>
<td>PWA-UHW241Z-UHW241U21 - Monitor Board</td>
<td></td>
</tr>
<tr>
<td>42.</td>
<td>2304009</td>
<td>LCD Module 320x240 Points CCFL Back Lighting</td>
<td></td>
</tr>
<tr>
<td>43.</td>
<td>O3034192</td>
<td>PWA-UHA241Z-UHA241U12 - DSP Board Flash Pre-programmed NXa</td>
<td></td>
</tr>
<tr>
<td>44.</td>
<td>O3034301</td>
<td>PWA-UHA241Z-UHA241U21 - Monitor Board Flash Programmable</td>
<td></td>
</tr>
<tr>
<td>45.</td>
<td></td>
<td>Micro controller</td>
<td></td>
</tr>
<tr>
<td>46.</td>
<td></td>
<td>Inverter/PFC power module</td>
<td></td>
</tr>
<tr>
<td>47.</td>
<td></td>
<td>Other discrete spares and Fuses</td>
<td></td>
</tr>
<tr>
<td>48.</td>
<td></td>
<td>Heat sink compound, solvents, solder, braid, WD40 etc</td>
<td></td>
</tr>
<tr>
<td>49.</td>
<td></td>
<td>12v 7AH Batteries (Different wxbxh)</td>
<td></td>
</tr>
</tbody>
</table>
NB: Payment Terms: 100% after service testing and re-commissioning and 30 days after submission of invoice to KNEC

Signature of tenderer ____________________________________________________________

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

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 Council.

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 Council.

6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the Council, 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.
8.2 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.

<table>
<thead>
<tr>
<th>Part 1 – General:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Name ..............................................................................................................</td>
</tr>
<tr>
<td>Location of business premises .......................................................................................</td>
</tr>
<tr>
<td>Plot No. .................................................. Street/Road .............................................</td>
</tr>
<tr>
<td>Postal Address ................................... Tel No. ................. Fax ............... E mail .........</td>
</tr>
<tr>
<td>Nature of Business .........................................................................................................</td>
</tr>
<tr>
<td>Registration Certificate No. .............................................................................................</td>
</tr>
<tr>
<td>Maximum value of business which you can handle at any one time – Kshs. ..................</td>
</tr>
<tr>
<td>Name of your bankers .................................................. Branch ..................................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (a) – Sole Proprietor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your name in full ................................................. Age ........................................</td>
</tr>
<tr>
<td>Nationality ................................. Country of origin ........................................</td>
</tr>
<tr>
<td>Citizenship details .................. b .................................................................</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (b) Partnership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Given details of partners as follows:</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>1.</td>
</tr>
<tr>
<td>2.</td>
</tr>
<tr>
<td>3.</td>
</tr>
<tr>
<td>4.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part 2 (c) – Registered Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private or Public ........................ ........................................</td>
</tr>
<tr>
<td>State the nominal and issued capital of company-</td>
</tr>
<tr>
<td>Nominal Kshs. .........................</td>
</tr>
<tr>
<td>Issued Kshs. ..............................</td>
</tr>
<tr>
<td>Given details of all directors as follows</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>1.</td>
</tr>
<tr>
<td>2.</td>
</tr>
<tr>
<td>3.</td>
</tr>
<tr>
<td>4.</td>
</tr>
<tr>
<td>5</td>
</tr>
</tbody>
</table>

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 supply, installation and commissioning of .........................[name and/or description of the equipment] (hereinafter called “the Tender”) ................................................. KNOW ALL PEOPLE by these presents that WE ................................................. of ......................... having our registered office at ............................... (hereinafter called “the Bank”), are bound unto ................. ............................... (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)
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 …………………………………………
[name of Procuring entity]

WHEREAS ……………………………………… [name of tenderer] (hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. ________________________________ [reference number of the contract] dated ______ 20 ______ to supply ………………………………………………… [description of goods] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of …………………….. [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of …………………….. [amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _______ day of ______________ 20 ______

Signed and seal of the Guarantors

________________________________________________________
[name of bank or financial institution]

________________________________________________________
[address]

________________________________________________________
[date]
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 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 15 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
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.

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

1.
2.

SIGNED ……………… (Applicant)

Dated on…………….day of ……………/…20…

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on …………

SIGNED
Board Secretary