



**TENDER NO. IRA/207/2020-2021**

**PROVISION OF REPAIR AND MAINTENANCE OF AIR  
CONDITIONING SYSTEM (FRAMEWORK CONTRACT)**

**CLOSING DATE: 25<sup>TH</sup> MAY, 2021 AT 2:00 P.M.**

**10<sup>TH</sup> FLOOR, ZEP-RE PLACE, LONGONOT ROAD, UPPERHILL  
P.O. BOX 43505-00100 NAIROBI, KENYA**

**E-mail: [procurement@ira.go.ke](mailto:procurement@ira.go.ke)**

**Website <https://www.ira.go.ke>**

**MAY, 2021**

## **Introduction**

- 1.1 This Tender Document has been prepared for **Provision of Repair and Maintenance of Air Conditioning System (Framework Contract)**.
- 1.2 The document includes a Letter of Invitation, Instructions to Tenderers, Detailed Specifications of the Requirements, and various forms for the tenderer to apply.
- 1.3 IRA has undertaken to ensure that the evaluation criteria is clear and explicit and that it refers to the needs and characteristics of this specific procurement for the **Provision of Repair and Maintenance of Air Conditioning System (Framework Contract)**.

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## SECTION I INVITATION TO TENDER

**DATE: 17<sup>TH</sup> MAY, 2021**

**TENDER NO. : IRA/207/2020-2021**

**TENDER NAME : PROVISION OF REPAIR AND MAINTENANCE OF AIR  
CONDITIONING SYSTEM (FRAMEWORK CONTRACT)**

- 1.1 The Insurance Regulatory Authority (IRA) is a government agency established under the Insurance (Amendment) Act, 2006 to regulate, supervise and promote the development of the Insurance Industry in Kenya.
- 1.2 The Authority invites eligible bidders interested in the Provision of Repairs and Maintenance of Air Conditioning Systems to submit their sealed bid. The tender will be on framework contract for a maximum period of three years subject to annual satisfactorily performance appraisal by IRA.
- 1.3 Interested parties may obtain further information and inspect the Tender documents upon payment of non-refundable fee of Kshs. 1,000.00 on **10<sup>th</sup> Floor, Zep-Re Place, Longonot Road, Upper Hill** or the same can be by downloaded free of charge from websites [www.ira.go.ke](http://www.ira.go.ke) or [www.tenders.go.ke](http://www.tenders.go.ke).
- 1.4 The interested parties that choose to download the tender documents under item 1.5 above are required to **IMMEDIATELY EMAIL** their names, contact details that include postal address, telephone/mobile phone numbers and emails to: [procurement@ira.go.ke](mailto:procurement@ira.go.ke) for purposes of registration, clarification, communication or addenda.
- 1.5 The tender shall be prepared in one envelope system clearly marked and as particularly indicated in the Appendix to Instructions to Tenderers.
- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes marked as **“IRA/207/2020-2021 – Provision of Repair and Maintenance of Air Conditioning System”** and be deposited in the Tender Box situated at Insurance Regulatory Authority, Zep-Re Place, 10<sup>th</sup> Floor, Longonot Road, Upper Hill, Nairobi or be addressed to: -

**Chief Executive Officer (CEO),  
Insurance Regulatory Authority,  
10<sup>th</sup> Floor, Zep-Re Place, Longonot Road, Upper Hill,  
P.O. Box 43505 – 00100,  
NAIROBI, KENYA  
Email: [procurement@ira.go.ke](mailto:procurement@ira.go.ke)**

so as to be received on or before **25<sup>th</sup> May, 2021** at **2:00 p.m.** Bulky tenders which will not fit in the tender box shall be registered and delivered to the office of the Manager, Procurement situated on 10<sup>th</sup> floor Zep-Re Place.

- 1.7 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings or any other freely convertible currency and shall remain valid for (90) days from the closing date of the tender.
- 1.8 Tenders will be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend at **10<sup>th</sup> Floor, Training Room, Zep-Re Place** on **25<sup>th</sup> May, 2021** at **2:00 p.m.** while observing Covid-19 prevention protocol as provided by the Ministry of Health.
- 1.9 Late bids shall be rejected.
- 1.10 IRA is a Corruption free organization. Any corruption attempt, pressure, or influence should be reported to the C.E.O. on the address provided in clause 1.8 or e-mail [ethics@ira.go.ke](mailto:ethics@ira.go.ke)

**GODFREY K. KIPTUM, MBS**  
**COMMISSIONER OF INSURANCE/CHIEF EXECUTIVE OFFICER**  
**INSURANCE REGULATORY AUTHORITY**

## **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 55 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.1,000/=
- 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) Self-Declaration Form
- xi) Tender security form
- xii) Performance security form
- xiii) Principal's or Manufacturers Authorization form
- xiv) 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**

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**

Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to 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 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of: -
- a) A bank guarantee
  - b) Cash
  - c) Such insurance guarantee approved by the Authority
  - d) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity 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 30 **or** (ii) to furnish performance security in accordance with paragraph 31.

(c) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 90 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 non-responsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent for 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 initiated 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 25<sup>th</sup> May 2021 at 2:00 p.m.”**

2.15.2 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”.

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, 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 2.15.1 no later **25<sup>th</sup> May 2021 at 2:00 p.m.**

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 clause 2.5, 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, on **25<sup>th</sup> May 2021 at 2:00 p.m.** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance while observing all protocol put in place to avoid the spread of the Covid-19 pandemic.

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 tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' 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 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.

2.20.4 Prior to the detailed evaluation, pursuant to clause 2.22, 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 2.22.3 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 award, 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 tenderer's qualifications submitted by the tenderer 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**

2.24.4 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.

2.24.5 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.

2.24.6 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 2.26. 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 clause 2.27, 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 After fourteen (14) days of receipt of the notification of award, 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 the tender validity period 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 2.26 or paragraph 2.27.1 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.

## 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.

Clause/ref.	Particulars of appendix to instructions to tenderers
2.1	The tender is for Provision of Repair and Maintenance of Air Conditioning System.
2.11	The tender is eligible to all citizen contractors
2.2	The Tender document can be downloaded at no cost from the IRA website or the Public Procurement Information Portal. The price to be charged for a hard copy of the tender document shall be Kshs.1,000.00.
2.12	Tenderers must provide a tender security of <b>Kshs. 20,000.00</b> (Kenya Shillings Twenty Thousand only) valid for 30 days beyond the tender validity period from a reputable bank in Kenya or Insurance Company in the format provided.
2.15.1	<p>Document to be prepared in two (2) copies and be clearly marked as <b>“ORIGINAL”</b> and <b>“COPY”</b> and be addressed as stated in the invitation to tender. If there are any discrepancies between the original and the copies of the tender document, the original shall govern.</p> <p>The original of the Tender Document shall be placed in a sealed envelope clearly marked <b>“ORIGINAL,”</b> and the copy of the same in a sealed envelope clearly marked <b>“COPY”</b>. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear <b>“TENDER No IRA/207/2020-2021 – PROVISION OF REPAIR AND MAINTENANCE AIR CONDITIONING UNITS ON FRAMEWORK CONTRACT”</b>.</p>
2.20	<p><b>Evaluation Criteria</b></p> <p>The following evaluation criterion shall be applicable for this tender.</p> <p><b>a) Preliminary Evaluation- Mandatory Documents:</b></p> <p>The following will be <b>MANDATORY</b> requirements that must be submitted together with the proposal:</p> <p>i) Certificate of Incorporation/Registration of tenderer;</p>

- ii) Copy of Valid Tax Compliance Certificate;
- iii) Attach a certified copy of recent CR 12 Form issued within the last 12 Months for companies and copies of identification documents (IDs or passports) of the owners/directors of the tenderer and the property owners.
- iv) Form of Tender duly completed, signed and stamped by the Tenderer in the format provided;
- v) Dully completed Confidential Business Questionnaire Form (must be duly filled and signed by the authorized signatory). Where signatory is different from the owner(s) attach **duly executed power of attorney**;
- vi) The document should be legible and presentable. All pages of the bid document (Original & Copy) submitted **MUST** be sequentially serialized or paginated;
- vii) The tender should be submitted by the property owner/appointed agent;
- viii) Self-declaration signed by the tenderer's authorized signatory that the tenderer has not and will **not** engage in any corrupt or fraudulent practice;
- ix) Self-declaration signed by the tenderer's authorized signatory that the tenderer has not been debarred in the matters of Public Procurement & Assets Disposal Act, 2015;
- x) The tender security of Kshs. 20,000.00 valid for 30 days beyond the tender validity period.

IRA reserves the right to authenticate all documents and assertions submitted. Any falsification of relevant information shall lead to automatic disqualification of the bidder.

**SITE SURVEY:** Interested bidders are invited for a Site Survey to be held on **6<sup>th</sup> Floor**, Zep-Re Place on **Friday, 21<sup>st</sup> May, 2021** at **10:00 a.m.** This shall serve to familiarize interested bidders with the scope of service and equipment on site. The site survey is **MANDATORY**.

Bidders **MUST** comply with all mandatory requirements to be considered for the next stage of evaluation (Technical evaluation).

**b) Technical Evaluation**

**(a) Detailed Technical Evaluation (Scores)**

<b>S/NO</b>	<b>EVALUATION CRITERIA</b>	<b>MAX SCORE</b>
a)	Firm's proof of ownership/lease of premises/workshop and/or offices	<b>20</b>
b)	Firm's experience in repair and maintenance of Air Conditioning Units (provide evidence of LPOs/LSOs/Contracts executed) <ul style="list-style-type: none"><li>• 1 reference – 8 marks</li><li>• references – 16 marks</li><li>• references – 24 marks</li><li>• references – 32 marks</li><li>• 5 and above references – 40 marks</li></ul>	<b>40</b>
c)	Qualifications of key technical staff who will be responsible for leading the team: - <ul style="list-style-type: none"><li>• Degree in Mechanical Engineering</li><li>• Diploma in Cooling and Refrigeration Systems</li><li>• Certificate in Cooling and Refrigeration Systems</li></ul>	<b>30</b>
d)	Firm's proof of ownership/lease of all necessary equipment to undertake the assignment (list all the equipment under consideration)	<b>10</b>
	<b>TOTAL SCORE</b>	<b>100 MARKS</b>

2.22

Minimum Technical Score to pass 70%

**FINANCIAL EVALUATION**

2.27

Any bidder scoring 70% and above in the Technical Evaluation stage will have their financial bid evaluated. Consideration for award will be made to the **lowest bidder** who is Technically Qualified.

**PERFORMANCE SECURITY**

Performance Security shall be 10% of the total contract sum from a reputable in Kenya valid for 6 (six) months from the date of issue.

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

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## **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 superseded by provisions of other part of contract.

### **3.3 Standards**

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

### **3.4 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.

### **3.5 Performance Security**

- 3.5.1 Within thirty (30) 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.
- 3.5.2 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.
- 3.5.3 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.
- 3.5.4 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.

### **3.6 Inspections and Tests**

- 3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods and 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.
- 3.6.2 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.
- 3.6.3 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.

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

### **3.7 Payment**

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

### **3.8 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 or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### **3.9 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.

### **3.11 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.

### **3.12 Termination for convenience**

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.

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.

### **3.13 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.

### **3.14 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.

### **3.15 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.

### **3.16 Applicable Law**

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

### **3.17 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.

### **3.18 Bid Submission**

Completed tender documents are to be deposited in the Tender Box situated at Insurance Regulatory Authority as specified in the SCC.

#### **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>
3.5.1	The performance security shall be furnished within 16 days from letter of award.
3.7	Terms of Payment – Payment will be made quarterly in arrears after repair/maintenance is inspected and accepted by the Authority.
3.18	Ground Floor Zep-Re Place, Longonot Road, Upper Hill, P.O. Box 43505 – 00100 Nairobi, Kenya.

## **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, brochures, etc. for the products they intend to supply where applicable.
- 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 Procuring Entity 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 each product
  - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

## **5.2 TECHNICAL SPECIFICATIONS FOR PROVISION OF REPAIR AND MAINTENANCE OF AIR CONDITIONING SYSTEM**

---

### **5.2.1 BACKGROUND**

The Insurance Regulatory Authority (IRA) is a State Corporation established under the (Insurance) Amendment Act, 2006 to Regulate, Supervise and Promote Development the Insurance industry in Kenya.

The Insurance Regulatory Authority (IRA) occupies the following floors:  
ZEP-RE Building: 2nd, 6th, 7th and 10th floor and the Authority have a number of assorted models/type of Air conditioning units.

The solution provider should be able to do the following:-

- a) Do quarterly preventative maintenance
- b) Provide quarterly preventative maintenance reports

Insurance Regulatory Authority would therefore like to invite sealed bids from experienced and professional firms that deal with Maintenance and Repair of Air Conditioning Units.

### **5.2.2 OBJECTIVES**

The objectives of this procurement exercise are:-

- i. To provide effective and efficient support services that is essential for smooth operations.
- ii. To improve and enhance the work environment for the staff by attending to repair request on timely basis.
- iii. Improve the life span of the equipment and to continuously maintain them in good working condition.

### **5.2.3 DURATION OF THE CONTRACT**

The contract shall be for a period of one (1) year with an option renewal for a further period of one (1) year at the sole discretion of IRA.

### **5.2.4 SCOPE OF SERVICE**

- (a) Periodic Maintenance of Air-conditioning units will involve the following:

**In-door unit**

- Cleaning the Air filter
- Clean the drain pipe
- Change controller batteries (only when necessary)

**Outer door unit**

- Clean the outer door coil
- Clean the outer door from inside
- Below air over electrical parts
- Check electrical connection tightening
- Clean the fan wheel
- Check fan tightening
- Clean the drain pipe

- (b) The terms of maintenance shall include oiling, cleaning, greasing, servicing, replacement or repair of any or all the parts needed to keep the unit in optimum working condition, such as fan, motor and electrical components like start capacitor, run capacitor, overload, relay, gas charges, thermostat, selector switch, etc.
- (c) Preventative maintenance shall be carried out during working hours.
- (d) Provision of quarterly preventive maintenance reports.
- (e) Service level agreement to define incident response and fault resolution timings.
- (f) Where faults have been discovered, the provider shall highlight in the maintenance report and proceed to carry out the replacement of the part.

The successful tenderer will be awarded a one (1) year contract which will be renewed for further period of one (1) year at the sole discretion of the Authority subject to satisfactory performance.

**Appendix B:** Inventory of the Air Conditioning Equipment

**Appendix C:** Some of the probable parts that can break down and may become replaceable during the contract period. The price quoted will remain valid for a period of 12 months from the contract commencement date.

### **5.2.5 THE RESPONSIBILITY OF THE CONTRACTOR**

The responsibility of the contractor shall include but not limited to the following:

### **5.2.6 QUALITY OF WORKS**

The contractor shall be responsible for the provision of equipment, as well as the quality and end result of the workmanships. The cost of remedying any defective works as result of negligence shall be borne by the contractor.

### **5.2.7 TOOLS AND EQUIPMENT**

The contractor shall ensure the availability of all necessary tools and equipment to adequately discharge his maintenance responsibility at all time as per the requirement of this document.

### **5.2.8 SITE PROCEDURES**

The contractor is to adhere to the following procedures when working on site.

- I. Every employee of the contractor who attends to the site shall be appropriately dressed in overall/dustcoat with the name of the contractor displayed.
- II. All the contractor employees must be clean and respectable in appearance and have the appropriate appearance and behavior when working on site.

### **5.2.9 SITE SURVEY**

Tenderers are required to attend the site visit on **Friday, 21<sup>st</sup> May, 2021** at **10:00 a.m.** to familiarize themselves with the scope of service and equipment on site. Any tenderer who misses the scheduled shall make prior arrangement with procurement office by sending an e-mail to: [procurement@ira.go.ke](mailto:procurement@ira.go.ke) or call 0719 047 609.

### **5.2.10 EMERGENCIES**

The contractor shall be available on telephone on a 12 hour basis and respond to any emergency immediately.

### **5.2.11 PROVISION OF RESOURCE AND MATERIAL**

Under this contract, it's the responsibility of the contractor to provide for resources and material required for the maintenance and the repair works that will be undertaken by the contractor.

### **5.2.12 RESPONSIBILITY OF INSURANCE REGULATOR AUTHORITY (IRA)**

The obligation of IRA will be as follows: -

- i. Ensure good working environment for the contractor;
- ii. Settle the contractor's bills upon receipt of the original invoice after satisfactory performance of the work
- iii. The preventive maintenance shall be carried out on quarterly basis. The contractor shall schedule the maintenance dates with IRA prior to the exercise.



## PRICE SCHEDULE

## Appendix A

**ANNUAL COST OF COMPREHENSIVE PREVENTIVE MAINTENANCE (Please see schedule of items on Appendix A below)**

<b>ITEM DESCRIPTION</b>	<b>QTY</b>	<b>QUATERLY COST(Ksh.)</b>	<b>ANNUAL COST(Ksh.)</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D [C x 4]</b>
Out-door units	30		
In-door units	41		
<b>TOTAL QUANTITY</b>	71		

NB. The cost should be inclusive of labour cost, VAT and other levies where applicable.

**Appendix B: Inventory of the Air Conditioning Equipment**

	<b>Make</b>	<b>Model</b>	<b>COOLING CAPACITY</b>
1	Toshiba	Toshiba	28.0kw
	Toshiba	Toshiba	33.5.kw
2	Carrier	38QG414	14000 btu
3	Carrier	38QG12-CV	12000 btu
4	Carrier	38QG15-C	15000 btu
5	Carrier	38QG18	18000 btu
6	Carrier	38QH12B-H	11000 btu
7	Carrier	38QG18-C	24000 btu

**NB1:** The Award shall be based on the total cost for both the indoors and outdoors units

**NB2:** Maintenance should inclusive of gas refilling of the units

**Appendix C: Probable parts that can break down and may require replacement. PRICE SCHEDULE OF ACCESSORIES (The price quoted shall include the labour cost of replacing the part)**

<b>S/No.</b>	<b>Description</b>	<b>QTY</b>	<b>PRICE(EXC.VAT)</b>	<b>PRICE (INCL VAT)</b>
	<b>OUT-DOOR UNIT</b>	1		
1	Conductor	1		
2	Capacitor	1		
3	Compressor	1		
4	Outer door fan Motor	1		
5	Motor Relay	1		
9	Automatic Voltage Switch(30amps)	1		
10	Phase failure/Phase sequence	1		
11	Isolator Switches	1		
	<b>INDOOR UNIT</b>			
1	PC Card/Board	1		
2	Capacity	1		
3	Air Sensor	1		
4	Coil Sensor	1		
5	Water-Pump	1		
6	In-door fan motor	1		
7	Thermostat Control	1		
8	Air filters	1		
9	Remote Control	1		

**SECTION VI - SCHEDULE OF REQUIREMENTS**

<b>S/NO</b>	<b>ITEM DESCRIPTION</b>	<b>QTY</b>	<b>DELIVERY SCHEDULE (SHIPMENT)</b>
1.	Provision of Repair and Maintenance of Air Conditioning Units	71	Quarterly Repair and Maintenance of Air Conditioning Units

NB:

**Description** - All requirements as indicated in section 5.2

**Quantity** - As stated in section 5.2

## SECTION VII - 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. **Price Schedule form** - 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 representative(s) of the tenderer.
3. **Contract Form** - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Self- Declaration Form** - This form must be completed by the tenderer and submitted with the tender documents.
6. **Tender Security Form** - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the Procuring Entity.
7. **Tender Securing Declaration Form** - In the absence of Tender Security as indicated in (6) above, this form must be completed by the tenderer and be duly signed by the authorized signatory.
8. **Self-Declaration that the Tenderer is not Debarred** - This form must be completed by the tenderer and submitted with the tender documents.
9. **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 any other form acceptable to the Procuring Entity.
10. **Bank Guarantee for Advance Payment Form** - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
11. **Letter of Notification of Award** - This will be issued to the next evaluated bidder together with the regret letters to the unsuccessful bidders.

**1. FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To.....  
.....  
.....  
*[Name and address of procuring entity]*

Gentlemen and/or Ladies,

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*, the of which is hereby duly acknowledged, we, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of ..... *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the goods and services in accordance with the schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021

*[signature]* .....*In the capacity of]*

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

Name of the Firm/Individual .....

Name of signatory: .....

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp/.....

**2. - PRICE SCHEDULE FORM**

Name of tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

<b>ITEM DESCRIPTION</b> <b>A</b>	<b>QTY</b> <b>B</b>	<b>QUARTERLY COST</b> <b>C</b>	<b>ANNUAL COST</b> <b>D (C x 4)</b>
Out Door Units	30		
Indoor Units	41		
<b>SUB TOTAL</b>			
<b>ADD 16% V.A.T.</b>			
<b>GRAND TOTAL</b>			

We undertake if our tender is accepted, to supply the goods/services/works in accordance with the schedule rates and delivery dates specified herein above.

Name of the Firm/Individual .....

Name of signatory: .....

In the capacity of:.....

Authorized Signature:.....

Date .....

Company Rubber Stamp/.....

### 3. 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 materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of .....[contract price in words and figures]

#### **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 tenderer hereby covenants with the Procuring entity to provide the materials and spares 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 provision of the materials and spares 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 \_\_\_\_\_.



**4. CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

Part 1 General

Business /Individual Name .....  
 Location of Business Premises/Home .....  
 Plot No, .....Street/Road .....  
 Postal address .....Code.....City/Town.....  
 Tel No. ....Website.....:  
 Email..... Website:.....  
 Nature of Business .....  
 Registration Certificate No.....  
 Maximum value of business which you can handle at any one time – Kshs.....  
 Name of your bankers .....  
 Branch.....

Part 2 (a) – Sole Proprietor

Your name in full.....Age.....  
 Nationality.....Country of Origin.....  
 Citizenship details  
 .....

Part 2 (b) – Partnership

Given details of partners as follows

	Name	Nationality	Citizenship details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....

Part 2 (c) – Registered Company

Private or Public  
 State the nominal and issued capital of company  
 Nominal Kshs.  
 Issued Kshs.

Given details of all directors as follows

	Name	Nationality	Citizenship details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....

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

**5. SELF DECLARATION FORMS (r 62)**  
**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**  
**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE**  
**IN ANY CORRUPT OR FRAUDULENT PRACTICE**

I, .....of P. O. Box ..... being a resident of

..... in the Republic of ..... do hereby make a statement as follows:-

A. **THAT** I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (*insert name of the Company*) who is a Bidder in respect of **Tender No.** ..... for .....(*insert tender title/description*) for .....(*insert name of the Procuring entity*) and duly authorized and competent to make this statement.

B. **THAT** the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....(*insert name of the Procuring entity*) which is the procuring entity.

C. **THAT** the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....(*name of the procuring entity*)

D. **THAT** the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

E. **THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....  
(Title) (Signature) (Date)

Bidder's Official Stamp

I certify that the above information is correct.

**Authorized Signature**..... **Date:** .....

**Affix Rubber Stamp**

**6. TENDER SECURITY FORM**

Whereas .....[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender ] for the provision of .....[name and/or description of the services] (hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....Of.....having registered office at [name of procuring entity](hereinafter called “the Bank”)are bound unto.....

[name of procuring entity] (hereinafter called “the procuring entity”) in the sum of .....for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this\_\_\_\_\_ day of 20\_\_\_\_\_.

THE CONDITIONS of this obligation are: 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

- a) fails or refuses to execute the Contract Form, if required; or
- b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring Entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This 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]

**7. TENDER-SECURING DECLARATION FORM**

Date: .....

Tender No.: .....

To:

**Commissioner of Insurance/ Chief Executive Officer  
Insurance Regulatory Authority  
10<sup>th</sup> Floor, Zep-Re Place, Longonot Road, Upper Hill,  
P.O. Box 43505 – 00100,  
NAIROBI, KENYA  
Email: [procurement@ira.go.ke](mailto:procurement@ira.go.ke)**

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of **3 years** starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we –
  - (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or
  - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
    - (i) fail or refuse to execute the Contract, if required, or
    - (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the **successful** Tenderer(s), upon the earlier of:

(a) our receipt of a copy of your notification of the name of the successful Tenderer; or

(b) thirty days after the expiration of our Tender.

4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor, etc.)

.....

Name:

.....

Duly authorized to sign the bid for and on behalf of: [insert complete name of Tenderer]

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

**8. SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

I, ....., of Post Office Box .....

being a resident of ..... in the Republic of..... do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of Tender No. .... for.....(insert tender title/description) for .....(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief

(Title)(Signature)(Date).....

Bidder Official Stamp

**9. PERFORMANCE SECURITY FORM**

To: .....

[name of the 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 services] (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 figures], 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 your 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 2021.

\_\_\_\_\_  
*Signature and seal of the Guarantors*

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

**10. 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]



**11. LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above-mentioned tender have been awarded to you.

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**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 an order/orders that: -

- 1.
  - 2.
- etc.

SIGNED .....(Applicant)

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

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**FOR OFFICIAL USE ONLY**

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

**SIGNED**  
**Board Secretary**