

KENYA NATIONAL EXAMINATIONS COUNCIL



INVITATION TO BID

FOR

**PROVISION OF MAINTENANCE SERVICES FOR PROJECTORS,
PAPER SHREDDERS AND BINDING MACHINES**

TENDER NO –
KNEC/GT/2016/2017 - 012

SECTION I: INVITATION TO TENDER

Date 26th JULY, 2016

Tender Ref No: KNEC/GT/2016/2017 - 012

Tender name: PROVISION OF MAINTENANCE SERVICES FOR PROJECTORS, PAPER SHREDDERS AND BINDING MACHINES

- 1.1 The **Kenya National Examinations Council** invites sealed tenders from eligible candidates for maintenance services of Projectors, Paper Shredders and Binding Machines.
- 1.2 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for period of (90) days from the closing date of the tender.
- 1.3 Tender bids in plain sealed envelope indicating the tender number and bearing no indication of the Tenderer should be addressed to:

**The Council Secretary / Chief Executive
Kenya National Examinations Council
P O Box 73598 – 00200
NAIROBI**

- 1.4 And placed in the **Tender Box** on **6th Floor** of the **NHC Building, Nairobi** or sent by post so as to reach the above address not later than **Tuesday 9th August 2016** at **10.00 am**.
- 1.5 Submitted documents will be opened publicly in the **Conference Room** on **6th Floor, NHC Building** soon after the above stated closing date and time in the presence of the Tenderers or their representatives who choose to attend. Late bids will be returned unopened.
- 1.6 The Kenya National Examinations Council reserves the right to reject any tender without giving reasons for the rejection and does not bind itself to the lowest or any tender.

SECTION II: Evaluation and comparison of tenders.

- 2.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive.
- 2.2 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.
- 2.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, technical specifications as outlined in the Evaluation criteria.
- 2.4 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.
- 2.5 To qualify for contract awards, the tenderer shall have the following:-
- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
 - (b) Legal capacity to enter into a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
 - (d) Shall not be debarred from participating in public procurement.

II. SPECIFICATIONS FOR PROVISION OF MAINTENANCE SERVICES FOR PROJECTORS, PAPER SHREDDERS AND BINDING MACHINES

This contract covers service labour, spares and any parts that may be required to be replaced when necessary and charged at the contract prices below.

SCHEDULE I: RATES

NB: All rates to be inclusive of VAT

1.0.0	SUPPLY AND FITTING	TYPE	Unit	Unit Cost	
1.0.1	Projectors (All Models)	Projector Lamp	Replace	No.	
		Dust Filters	Replace	No.	
		Lens mechanism	Repair	No	
			Replacement	No	
		Power Supply	Replace	No	
			Replacement	No	
		Logic boards	Repair	No	
			Replacement	No	

1.0.0	SUPPLY AND FITTING	TYPE	Unit	Unit Cost	
		Electric Screen	Repair	No	
			Replacement	No	
		Motor Mechanism	Replacement	Item	
		Power Control	Replace	Item	
		Power cable	Replace	LM	
		VGA Cable	Replace	LM	
		VGA Face plate	Replace	No	
		Remote Kit	Replace	No	
1.0.2	Paper Shredders(All models and Sizes)	Roller gears	Replace	No	
		Shredding disks	Replace	No	
		Power Supply Unit	Replace(unit)	No	
		Electric Motor	Replace	Item	
		Belts	Replace	No	
1.0.3	Binding Machine	Power Supply Unit	Repair	No	
			Replace	No	
		Electric Motor	Repair	No	
			Replace	No	
		Gears and Rollers	Replace	No	
		Punch Handle	Replace	No	
		Side Control	Replace	No	
		Paper Separator	Replace	No	

SCHEDULE II: SERVICE DESCRIPTION - SERVICE CHARGES BI-ANUAL (ALL KNEC SITES)

2.0.0	Activity Description	Unit	UNIT PRICE	TOTAL COST(PLUS VAT)
2.0.1	Projectors(Semi Annual Service)	lot		
2.0.2	Paper Shredders(Semi Annual Service)	lot		
2.0.3	Binding Machines(Semi Annual Service)	lot		
2.0.4	Emergency call charges			
2.0.5	Quarterly reports	lot		
	TOTAL RATES			

- 2.1 The Facilities Manager or his appointed representative on site shall countersign all maintenance/Service schedules and / or repairs done on the works as a confirmation of the service being satisfactory.
- 2.2 When in the opinion of the service provider, a workshop overhaul is deemed necessary because the item cannot be kept in satisfactory working condition under this agreement; a cost estimate will be submitted. Such work if authorized by the customer will be an addition to the maintenance charges. If the Customer does not accept the estimate, the service provider will be entitled to terminate this agreement if, in their opinion, to continue the maintenance would be unreasonably expensive or impractical.
- 2.3 All parts/spares shall be of best approved quality or matching the existing systems. Any part/spare supplied for purposes of this contract should be inspected and approved by the Facilities Manager or his appointed representative before any installations are done. Any part removed thereof shall be handed over to the client within the shortest reasonable time and at no time shall the contractor take away/dispose any part without the clients written approval.
- 2.4 The service contractor must respond to emergency calls within **Three (3) hours** or such a period most reasonable given the particular situation. Failure to this will be treated as a breach on the side of the contractor.
- 2.5 The items replaced and must have a WARRANTY from the manufacturer and all the materials be of the best Quality and meet the standard of operations.
- 2.6 The provision of liaising officers for the review of the system faults before the Quarterly maintenance schedules.
- 2.7 This agreement is not transferable.
- 2.8 All payments would be done after service upon production of duly signed service maintenance schedule and job card.

EVALUATION CRITERIA

ITEM	EVALUATION CRITERIA	WEIGHT
A.	MANDATORY REQUIREMENTS	
1.	Evidence of certified copy of certificate of incorporation / registration	Any bidder who fails to meet any of these items will be deemed non responsive
2.	Bid Bond 2% of Tender sum	
3.	Evidence of certified copy of a current Tax Compliance certificate	
4.	Evidence of certified copy of PIN certificate	
5.	Evidence of certified Valid Single Business Permit from the Local Authority	
6.	Evidence of certified copy of an Audited Financial Statement / Accounts for the last three years.	
B.	TECHNICAL CRITERIA	
7.	Evidence of physical address. Attached copies of title, lease or rental agreement	5
8.	Evidence of at least three references for relevant service (attach certified copies of agreements, contracts, reference letters)	36
9.	List at least three management staff and five operational staff with relevant certified certificates (attach CV and Copies of Certificates)	16
10.	Methodology – work plan and methodology of contract execution if awarded	10
11.	Number of years in service	3
	GRAND TOTAL	70

The evaluation and comparison of tenders shall be as follows:-

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

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.

Only the technically qualified bidders will proceed for commercial evaluation. The financial proposal with the lowest bid price will be the highest commercially responsive. Financial proposals shall be scored by percentage with the lowest bid being allocated 30%. The formula $P_c = L_p/P \times 30$ shall be used where:

a) P_c = Percentage allocated to price P

b) L_p = Lowest price quoted

The technical score will be allocated out of 70% and the price out of 30%, the combination of which shall be out of 100%. The contract shall be awarded to the bidder with the highest combined score.

SECTION III - STANDARD FORMS

Notes on the standard 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 price schedule form must similarly be completed and submitted with the tender.
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. **Tender Security Form** When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity
6. **Performance security Form** The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

Form of Tender

To:

Name and address of procuring entity

Date

Tender No.

Tender Name

Gentlemen and/or Ladies:-

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

Tender amount in words and figures]

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the Insurance Cover Services in accordance with the conditions of the tender.

3. We agree to abide by this Tender for a period of[number] days from the date fixed for Tender opening of the Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2005

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE

2.0.0	Activity Description	Unit	UNIT PRICE	TOTAL COST(PLUS VAT)
2.0.1	Projectors(Semi Annual Service)	lot		
2.0.2	Paper Shredders(Semi Annual Service)	lot		
2.0.3	Binding Machines(Semi Annual Service)	lot		
2.0.4	Emergency call charges			
2.0.5	Quarterly reports	lot		

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 the GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of _____ [contract price in words in figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSTH 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 Details of cover/Policy Number and respective policy dicuments
- (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 GPA cover 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 services 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 _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part _____ General:

Business Name
 Location of business premises
 Plot No. Street/Road
 Postal Address Tel. No. Fax Email
 Nature of business
 Registration Certificate No.

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

Name of your bankers Branch

Part 2(a) – Sole Proprietor:

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

Party 2(b) – Partnership

Give details of partners as follows

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

Part 2(c) – Registered Company:

Private or public

State the nominal and issued capital of the company –

Nominal Kshs.

Issued Kshs.....

Give details of all directors as follows

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

Date..... Signature of Tenderer

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of insurance services (hereinafter called <the tender?>

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] 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 procuring entity on the Form; or
2. If the tender, 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 tenders.

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 conditions, specifying the occurred condition(s)

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 stated date.

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

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 insurance 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 a 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 of money 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 _____ 20 ____

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address].....

[Date].....

(Amend accordingly if provided by Insurance Company)

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