



**TENDER
ICPAK NO.01/2020**

PROVISION OF ICPAK DOME TENT SERVICES

SERIAL NO	
NAME OF THE BIDDER	
PHYSICAL ADDRESS	
POSTAL ADDRESS	
BID SECURITY	Ksh.150,000.00
DATE PREPARED	23RD JANUARY, 2020
CLOSING DATE	6TH FEBRUARY, 2020
CLOSING TIME	10.00A.M

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SECTION B.

Institute of Certified Public Accountants

INVITATION TO TENDER

M/S

.....
Bids are invited from all eligible candidates for the **Provision of ICPAK Dome Tent services** as detailed in the Tender Documents.

Interested eligible candidates may download a complete set of the tender document from ICPAK website **www.icpak.com**

The tender documents in plain sealed envelope clearly marked on the envelop **‘Provision of ICPAK Dome tent services should be addressed to;**

**The Chief Executive Officer
Institute of Certified Public Accountants of Kenya
P.O. Box 59963-00200
Tel: 020-2304226, 2304227
NAIROBI-KENYA**

The tender to be deposited in the tender box situated at the 9th floor at ICPAK’s offices to be received on or before **6th February 2020 at 10.00 A.M.**

The submitted tender **must** be accompanied by a **bid security of Kes.150,000.00** in the form and amount specified in the tender documents and shall be delivered on or before **6th February 2020 at 10.00 A.M.**

The tender will be closed on **6th February 2020 at 10.00 A.M** and will be opened **at 10.30 A.M** in the presence of the candidates’ representatives who choose to attend at ICPAK Board Room.

Section C. General Information

Introduction

1. Eligible Tenderers

- 1.1 This Invitation for Tenders is open to all tenderers eligible as described in the tender documents. Successful tenderers shall provide the dome Services for the stipulated duration from the date of commencement specified in the tender documents.
- 1.2 Tenderers shall provide the qualification information statement that the tenderer 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 ICPAK to provide consulting services for the preparation documents to be used for the procurement of the dome services under this Invitation for tenders.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and ICPAK will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

The Tender Document

4. Clarification of Documents

- 4.1 A prospective tenderer requiring any clarification of the tender document may notify ICPAK in writing, e-mail to **procurement@icpak.com**. ICPAK will respond 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 ICPAK. 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 document.

5. Amendment of Documents

- 5.1 At any time prior to the deadline for submission of tenders, ICPAK, 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.
- 5.2 All prospective candidates who have received the tender documents will be notified of the amendment in writing and such amendment will be binding on them.
- 5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, ICPAK, at its discretion, may extend the deadline for the submission of tenders.

Preparation of Tenders

6. Language of Tender

- 6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and ICPAK, 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.

8. Tender Form

8.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed in a separate envelope for finance only.

9. Tender Prices

9.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties, VAT, other taxes and any other charges payable where applicable:

9.3 Prices quoted by the tenderer shall be fixed during the Term 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 20.

10. Tender Currencies

10.1 Prices shall be quoted in the Kenya shillings.

12. Tender Security

12.1 The tenderer shall furnish, as part of its tender, a tender security for **Kes.150, 000.00 in the form of**

1. Reputable Bank
2. Insurance Company
3. Letter of Credit
4. Deposit taking Microfinance or Women Enterprise Fund or Youth Enterprise Fund.

12.2 The tender security is required to protect ICPAK against the risk of tenderer's conduct which would warrant the forfeiture of the Services, pursuant to paragraph 12.7

12.3 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, in the form provided in the tender documents or another form acceptable to ICPAK and valid for thirty (30) days beyond the validity of the tender.

12.4 Any tender not secured in accordance with paragraph 12.1 and 12.3 will be rejected by ICPAK as non-responsive, pursuant to paragraph 20.

12.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but, not later than thirty (30) days after the expiration of the period of tender validity prescribed by ICPAK.

12.5 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 28, and furnishing the performance pursuant to paragraph 29.

12.7 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by ICPAK 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 28 **or**

- (ii) to furnish performance bond in accordance with paragraph 29.

13. Validity of Tenders

13.1 Tenders shall remain valid for **120** days or as specified in the tender documents after date of tender opening prescribed by ICPAK, pursuant to paragraph 16. A tender valid for a shorter period shall be rejected by ICPAK as non-responsive.

13.2 In exceptional circumstances, ICPAK 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 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.

14. Format and Signing of Tender

14.1 The tenderer shall prepare **two (2) copies of the tender**, clearly marking each "**ORIGINAL TENDER**" and the other "**COPY OF TENDER**" as appropriate. In the event of any discrepancy between them, the original shall govern.

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. 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.

14.3 The tender shall have no interlineation, 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.

Submission of Tenders

15. Sealing and Marking of Tenders

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.

15.2 The inner and outer envelopes shall:

(a) be addressed to ICPAK at the following address:

**The Chief Executive Officer
Institute of Certified Public Accountants of Kenya
Opposite Survey of Kenya
P.O. Box 59963-00200
NAIROBI-KENYA**

and dropped in the tender Box located at the ground floor of **Institute of Certified Public Accountants of Kenya office**

(b) bear “**PROVISION OF DOME SERVICES**”

TENDER NUMBER / ICPAK/02/2020” the Invitation for tenders (IFT) and the words: “ **DO NOT OPEN BEFORE 6th February 2020 at 10.00 A.M**”

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

15.4 If the outer envelope is not sealed and marked as required by paragraph 15.2, ICPAK will assume no responsibility for the tender’s misplacement or premature opening.

16. Deadline for Submission of Tenders

16.1 Tenders must be received by ICPAK at the address specified under paragraph 15.2 not later than **10.00 am 6th February 2020**

at 10.00 A.M

16.2. ICPAK may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligations of ICPAK and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

17. Modification and Withdrawal of Tenders.

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 tenders, is received by the Procuring prior to the deadline prescribed for submission of tenders.

17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 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.

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

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 12.7.

Opening of Tenders

18. Opening of Tenders

18.1 ICPAK will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.30 am** on **6th February 2020 at 10.00 A.M** and in the following location.

Institute Certified Public Accountants of Kenya (Thika Road)

Board Room

Opposite Survey of Kenya

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

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

18.3 ICPAK will prepare minutes of the tender opening.

21. Evaluation and Comparison of Tenders

21.1 ICPAK will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 20

21.2 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.

21.3 ICPAK's procurement of dome tent services tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 21.4 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;

21.4. Pursuant to paragraph 21.3 the following dome Services methods will be applied:

(a) *Operational Plan.*

(i) ICPAK 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 ICPAK's required 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 based on 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. ICPAK may consider the alternative payment schedule offered by the selected tenderer.

DOME TENT SERVICES SPECIFICATION

Date of Function: 19th – 22nd May 2020

Expected Participants: 3,000

Venue of Function: Sarova Whitesands

Corporate Colours: Black and Gold

	No. of Units	Description
1	1	50x100M Dome Tent (For the seminar areas including ceiling)
2	1000	Rectangular tables (Dressed) for the conference
3	3000	Banqueting chairs (Dressed in ICPAK corporate colours)
	3	LED Screens Measuring Minimum 8x8M for front (main) projection
	-	Projection - projection of presentation slides and video projection of speaker
4	40	10 x 10ft tents for exhibitions (plus wiring, power supply and labelling)
5	1	Upper stage red carpet, centre piece flower to sit 12 guests
6	1	Dome drapery with the specified corporate colours
7	40	Air conditioners sufficient to cool the dome tent
8	3	Executive trailer toilets
9	16	Portable toilets with provision for Persons with Disabilities
10	4	Pedestral flowers for the high table
11	20	Drapery of the exhibition tents

12	1	Quality Sound Public Address System
13	20	Minimum 65 inches Plasma/LCD Screens sychronized to the main projection
15	1	Dome Lighting
16	1	Delivery and Collection of the dome tent
17	2	Silent Standby generators of minimum 250 KVA each
18	1	VIP Tent with drappery in ICPAK Corporate colours with capacity of sitting 20 guests. Should have a red carpet, airconditioned with plasma screen projection relaying footage from the main hall
19	1	ICPAK Branded Podium with a lactern mike

Useful Information

1. All quoted prices should include VAT and all related taxes, goods/services that are not vatable should not be subjected to VAT
2. Delivery, mounting and completion of all works on the dome tent **must** be completed by **Sunday 16th May at 5:00 pm**
3. The Public Address System at minimum to come with 10 cordless microphones and 3 tie or pocket fixed microphones
4. Plasma screens to be of 60 inch or more in size, synchronized to the main projection
5. The screens should achieve straight-eye-ball effect
6. Video recording and mass production of DVDs, MP3,4s etc for sale during the event by ICPAK
7. Dome lighting to be appropriate for cocktail (evening theme), seminar (normal) and gala dinner (disco)
8. **The tents must be externally supported, strictly no internal iron bars and straps**

9. Clearly marked exits including fire exits with a provision for controlled entry in the morning, during cocktail and gala dinner .

1. **MANDATORY REQUIREMENT**

Parameters	Scores	
	YES	NO
Tender security-Kshs.150,000		
Copy of current Business Permit		
Valid Tax Compliance Certificate		
Certificate of Incorporation/ Registration of Business name		
CR 12 Certificate		

Missing to provide any of the above items will lead to disqualification

1. TECHNICAL EVALUATION CRITERIA

1. Technical Requirements

- a. Must have supplied such goods and services to an event of a similar nature (conference)with a minimum of 2,000 delegates (attach supporting documentation e.g. LPO, LSO and reference letter to the institution supplied for the last 5 years (6 marks for every document attached in an year) **30 marks**
- b. Proof to have supplied the specified goods and services to events **outside Nairobi** with a bias to Coastal Region (3 events@3 marks) – **9 marks**
- c. Audited accounts for the last 3 years (2018, 2017, 2016)-5 Marks each year) **15 marks**
- d. Demonstrate composition of not less than four competent qualified technical staff for installation, monitoring and support of the requested items throughout the conference period – 4 marks for every competent staff (attach CV **16 mark**

<p><u>Price Evaluation</u></p> $\frac{\{A \times 100 \times 30\}}{B} \%$ <p>Where: A= Lowest price B= Price quoted by each bidder lowest to the highest 30= the value attached to the price evaluation Failure to submit copies of the above documents will lead to your Bid being declared nonresponsive. Please note that you may be required to produce Original certificate for ease of verification.</p>	30	
Totals	100	

Section D-General Conditions of Contract

1. Definitions

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

- (a) “The Contract” means the agreement entered into between ICPAK 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 tenderer to ICPAK under the Contract.

- (d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- (e) “The tenderer” means the individual or firm providing the services under this Contract.

3. Standards

3.1 The services provided under this Contract shall conform to the standards mentioned in the Technical Specifications.

4. Use of Contract Documents and Information

4.1 The Candidate shall not, without ICPAK’s prior written consent, disclose the Contract, or any provision thereof, or information furnished by or on behalf of ICPAK in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

4.2 The tenderer shall not, without ICPAK’s prior written consent, make use of any document or information enumerated in paragraph 4.1 above.

4.2 Any document, other than the Contract itself, enumerated in paragraph 4.1 shall remain the property of ICPAK and shall be returned (all copies) to ICPAK on completion of the Tenderer’s performance under the Contract if so required by ICPAK.

5. Patent Rights

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

6. Performance Bond

- 6.1 Within Thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to ICPAK the performance Bond in the amount specified in Special Conditions of Contract.
- 6.2 The proceeds of the performance Bond shall be payable to ICPAK as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 6.3 The performance bond for dome tent Services shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to ICPAK 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 ICPAK, in the form provided in the tender documents.
- 6.4 The performance bond for dome tent Services will be discharged by ICPAK 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.

7. Inspection and Tests

- 7.1 ICPAK or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. ICPAK shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to

drawings and production data, shall be furnished to the inspectors at no charge to ICPAK.

7.3 Should any inspected or tested services fail to conform to the Specifications, ICPAK 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 ICPAK.

7.5 Nothing in paragraph 7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

8. Payment

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

8.2 Payments shall be made promptly by ICPAK as specified in the contract.

9.Prices

9.1 Prices charged by the tenderer for Services performed under the Contract shall not, except for any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

10.Assignment

10.1The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with ICPAK's prior written consent

11.Subcontracts

11.1 The tenderer shall notify ICPAK 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.

Section E. Special Conditions of Contract

1. DEFINITIONS

1.1 In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

“Schedule of Rates” means the priced Schedule of Rates forming part of the tender [where applicable].

“The Completion Date” means the date of completion of the Services as certified by the Employer’s Representative.

“The Contractor” refers to the person or corporate body that’s tender to carry out the Services has been accepted by the Employer.

“The Contractor’s Tender” is the completed tendering document submitted by the Contractor to the Employer.

“Days” are calendar days; **“Months”** are calendar months.

“Employer” Institute of Certified Public Accountants of Kenya

“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Services.

“Site” means the place or places where the Services are to be carried out.

“Employer’s Representative” is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Services.

“Specification” means the Specification of the Services included in the Contract.

“Agreement” means this Agreement made between ICPAK and the dome Company including the First and second schedules and to other document forming the Agreement;

“Effective Date” means the date that the services shall commence as stipulated in the Agreement.

“ICPAK” means Institute of Certified Public Accountants of Kenya;

“Party” means either ICPAK or Dome Company

“Both Parties” means ICPAK and the Dome Company;

“Rates” means the costs and charges of the services the dome Company shall provide to ICPAK; as provided for in the Second Schedule of this Agreement;

“Services” means the dome Services that will be provided to ICPAK by the dome services Company pursuant to this Agreement and includes any additional or incidental services that may be requested by ICPAK from time to time;

“Duties” means providing, performing, actioning, executing, engaging and or obliging to a moral legal duty to provide services by the dome Company to ICPAK as provided for in the Agreement; or any other assignment directed in writing.

CONTRACT DOCUMENTS

2.1 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- (1) Agreement,
- (2) Letter of Award and Acceptance,
- (3) Contractor’s Tender,
- (4) Conditions of Contract,
- (5) Specifications
- (6) Schedule of Rates

2. EMPLOYER’S REPRESENTATIVE’S DECISIONS

2.1 Except where otherwise specifically stated, the Employer’s Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer

3. INSTRUCTIONS

3.1 The Contractor shall carry out all instructions of the Employer’s Representative which are in accordance with the Contract.

4. MANAGEMENT MEETINGS

4.1 A Contract management meeting shall be held regularly and must be attended by the Employer’s Representative and the Contractor.

Its business shall be to review the performance of the Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer.

The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting. However, emergency meetings can be called upon at short notices.

- 4.2 Official communication between parties shall be effective verbally and must be firmed up in writing.

6. TERMINATION

This Agreement shall unless extended by both parties terminate at the end of ONE (1) Year from the date hereof. HOWEVER, either party may terminate the Agreement by giving to the other party Thirty (30) days notice in writing or payment of the entire outstanding amount.

ICPAK may without prejudice to any other remedy accruing to it for breach of contract terminate this Agreement in writing in whole or in part if: -

- i) The dome Company frequently fails to provide services of high standards in the performance of this Agreement and
- ii) The dome Company fails to perform any other obligation under this Agreement.

On termination of this Agreement howsoever terminated the dome Company shall be permitted to remove all its equipment, instruments which may have been placed by the them in the Premises.

7. FORCE MAJEURE

Both parties shall be released from their respective obligations in the event of the occurrence of a condition beyond the control of ICPAK or the Dome Company not involving the parties' fault or negligence and foreseeable such as national emergency, war, prohibitive governmental regulation or from any other cause PROVIDED THAT any contractual rights and obligations accruing to the parties prior to the occurrence of any or all of the aforesaid events shall be enforceable.

If any or all of the aforesaid events shall occur either party shall immediately and without undue delay notify the other in writing of such occurrence and unless otherwise directed in writing the parties shall continue to perform their obligations under the Agreement as far as reasonably practical and shall seek any other alternative means for performance thereof if circumstances shall permit

8. CONFIDENTIALITY

The dome Company, its dome officers, servants and agents shall not at any time during or after termination of this Agreement divulge or allow to be divulged to any person or third party any information relating to the business or affairs of ICPAK.

9. ASSIGNMENT

The dome Company shall not assign or sub-contract any of its rights or duties under this Agreement

This Agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the date hereof but without prejudice to any rights that have already accrued to either of the parties.

10. PROVISION AND STANDARD OF SERVICE

The dome Company shall provide services of high standards in the performance of this Agreement and poor performance shall be grounds for summary termination of the Agreement without any notice at the sole discretion of ICPAK;

Delays by the dome Company in the performance of its obligations hereunder shall give rise to sanctions and imposition of liquidated damages by ICPAK

If at any time during the performance of this Agreement the dome company encounters conditions affecting timely provision of services, the dome Company shall immediately and without any delay notify ICPAK in writing of the condition, its cause and duration and possible solution thereto and as soon as practicable ICPAK shall evaluate the condition and may, at its sole discretion, waive the dome Company's obligations without the risk of sanctions impositions of liquidated damages and or the summary termination of this Agreement without any notice.

11. PERFORMANCE BOND

The dome Company shall within Thirty (30) days from the date of executing this Agreement furnish ICPAK with a Performance Bond whose value shall

be equivalent to Ten per cent (10%) of the Contract Value for the stated contract period.

The proceeds of the Performance bond shall be payable to ICPAK as compensation for any loss or damage resulting from failure by the dome Company to fulfil its obligations hereunder

The Performance Bond shall be in the form of an On-Demand-Bank-Guarantee issued by a reputable Bank carrying on business within Kenya and acceptable to ICPAK

The Performance Bond will be discharged by ICPAK and returned to the dome Company not later than thirty (30) days following the expiry of this Agreement or earlier termination

12. INDUCEMENT/PAYMENT OF COMMISSION AND CORRUPT GIFTS

12.1 The Contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.
- (b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or
- (c) without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

13. NOTICE

Any notice to be served on either of the parties by the other shall be sent by prepaid mail recorded delivery or registered post to the address of the relevant party or by electronic mail and shall be deemed to have been received by the addressee within Three (3) days of posting or 24 hours if sent by electronic mail.

14. DISPUTE RESOLUTION

Both parties shall endeavor to settle amicably any dispute or difference of any kind but should such difference or dispute persist then this shall be settled in accordance with the Arbitration Act 1999.

APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS

Name: Institute of Certified Public Accountants of Kenya

Address: P.O BOX 59963-00200 NAIROBI

Name of Employer's Representative Chief Executive Officer

The Service consist of Provision of the Dome Tent Services

The Start Date shall be __ ____

The Intended Completion Date for the whole of the Services shall be

Details **as per the contract**_____

The following documents also form part of the Contract: **See Special conditions of the contract Section E**_____

The services shall be rendered to the staff of **Institute of Certified Public Accountants of Kenya,**

Amount of Tender Security is **Kes.150,000.00**

The name and Address of the Employer for the purposes of submission of tenders is

Chief Executive Officer
Institute of Certified Public Accountants,
Opposite Survey of Kenya
P.O. Box 59963, 00200
NAIROBI, KENYA

The tender opening date and time on **2nd February 2020 at 10.00 A.M** The amount of Performance Bond is **10%** of Contract Price from a reputable Bank or Insurance company.

SECTION F. TECHNICAL SPECIFICATIONS

1. SPECIFIC CONDITIONS

The tenderer should provide:-

1. Profile of the company, including key Directors
2. Experience: in undertaking the same services to major clients
3. Details of Bankers and a Letter of recommendation by your bankers
4. Three Referees and authority that the ICPAK may independently seek confidential information.
5. Should have been in existence for at least 3 years.
6. Valid tax compliance certificate
7. Certificate of incorporation
10. CR 12 certificate

NOTE: (attach ***Copies of all the relevant documentary proof***)

THE PURPOSE OF DOME TENT SERVICES AS FOLLOWS:

The Institute of Certified Public Accountants of Kenya (ICPAK) intends to procure a dome tent for the 36th Annual Seminar for a period of one (1) week starting from to

2. PROVISION AND STANDARD OF DOME SERVICES

A high standard of the dome tent Services in the execution of work is expected. Poor performance and substandard quality of work will be grounds for termination of the agreement.

3. ASSIGNMENTS

- **No Assigning** or sub-contracting by the company of its rights of duties under this agreement without the express authority of ICPAK.
- **Performance Bond** – will be well spelt out in the tender document.
- **Governing Language** – English.
- **Applicable Law** - The Agreement shall be interpreted in accordance with the Laws of Kenya.

4. LOGISTICS

4.1 The dome Company shall make arrangements and be responsible at their own cost for the following:

4.1.1 General transport requirements for all its personnel to and from the premises and

4.1.2 It is the responsibility of the Company to provide accommodation and site offices for all personnel and operations (*where applicable*).

5. INSURANCE

5.1 The dome Company shall insure its Officers engaged in the performance of this Agreement against injury sustained by them in the course of carrying out their duties in pursuance hereof and unless such injury shall be due to the act neglect or default of ICPAK its servants or agents the dome Company will indemnify ICPAK against all actions claims and demands in respect of such injury.

6.0 INDEMNITY

The dome Company shall indemnify and keep indemnified ICPAK, its servants and agents against loss of or damage to property or bodily injury sustained by it or them by reason of any act, omission or neglect of the dome Company, its servants or agents whilst performing their duties under this Agreement and against the dishonesty of its officers whilst performing their duties hereunder and THIS shall include any loss damage injury or any consequential or indirect loss sustained by ICPAK, its servants or agents or third parties lawfully on the Premises by reason of any act or omission or neglect of the dome Company its servants or agents.

7.0 CLAIMS

Notice of all claims by ICPAK in respect of any loss damage or injury or consequential or indirect loss shall be given in writing to the Company giving details of such loss, damage or injury of consequential or indirect loss within Fourteen (14) days after the discovery of such damage loss or injury.

8.0 CONTRACT PRICE

8.1 In consideration of the services to be rendered by the dome Company under this Agreement ICPAK shall pay to the dome Company such fees and charges as specified in the Second Schedule of this Agreement.

8.2 ICPAK shall pay to the dome Company the Contract Price within Thirty (30) days upon receipt of **ORIGINAL** invoices confirming that the invoiced services have been rendered in accordance to the contract.

8.3.1 The said fees and rates shall be valid for the entire period of this Agreement and no variation thereto will be affected.

SECTION H

STANDARD FORMS AND PRICE SCHEDULE.

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G. TENDER FORM

To: The Chief Executive Officer
Institute of Certified Public Accountants of Kenya,
Opposite Survey of Kenya
P.O Box 59963-00200
NAIROBI. Kenya.

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. _____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide **dome services** in conformity with the said bidding documents for the sum of

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

We undertake, if our Tender is accepted, to deliver the services in accordance with the schedule specified in the Schedule of Assignment.

If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Employer.

We agree to abide by this Tender for a period of **120** days from the date fixed for Tender opening under Section B 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.

the Common Seal of the said Bank this _____ day of _____
2020.

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 Employer 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 Bond, in accordance with the Instructions to Tenderers;

we undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer 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)

I. CONTRACT FORM

This Contract is made on **2020** BETWEEN **INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS OF KENYA** of P.O BOX 59963-00200, Nairobi, hereafter referred to as “the Employer” (which expression shall where the context so admits include its assigns agents and successors in title) on one part AND of P.O BOX, hereinafter referred to as “the contractor” (which expression shall where the context so admits include , its assigns, agents and successor in title) of the other part.

WHEREAS “the Employer” is registered in the Republic of Kenya.

WHEREAS “the owner “invited tenders for the provision of dome Services and has accepted a tender by the contractor for the provision of the said services in the sum of Kenya Shillings (Hereinafter referred to as 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 General Conditions of Contract;
 - (d) The Special Conditions of Contract; and
 - (g) The owner’s Notification of Award

(h) Contractors letter of Acceptance.

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Employer hereby covenants to pay the Contractor 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

for the Owner in the presence of:

)
)
)
)
)
)
)
)

WITNESS

)

)

Sign of the Contractor in the presence of:

)

)

)

)

)

)

WITNESS

)

)

J. PERFORMANCE BANK GUARANTEE
(To be on the Letterhead of the Bank)

To: Institute of Certified Public Accountants of Kenya,
Opposite Survey of Kenya
P.O Box 59963-00200,
NAIROBI. Kenya.

WHEREAS _____ [name of Contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ 2020 to provide dome Services _____ (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as 10% of sum quoted for the dome Services Fee for compliance with the Contractor’s performance obligations in accordance with the Contract.

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

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total _____

(words) _____ (figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of _____

_____ 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 _____ 2020.

Signature and seal of the Guarantors _____
[name of bank]

[address]

[date]

K. QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Constitution or legal status of tenderer (attach copies of the follow up Certificates);

Registration of Business Name Certificate.....

VAT Certificate

PIN Certificate

1.3 Services rendered of a similar nature and volume over the last three years. Also list details of work under way or committed, including expected completion date. Attach reference letter of previous contracts.

Name of client and contact person	Type of work performed and year of completion	Value of Contract

1.4 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Years of experience (general)	Years of experience in proposed position
Chairman			
Director			
Operations Manager (etc)			

1.6 Certified audited Company's Financial statement for the three years:

(Attach a copy).

1.7 Name, address and telephone, e-mail and numbers of banks that may provide reference if contacted by the Employer.

1.8 Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.

1.9 Proposed program (work method and schedule) for the whole of the services

L. TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer;

.....

2. Full Physical address of tenderer to which tender correspondence is to be sent

.....
.....

3. Telephone number (s) of tenderer;

.....

4. E-mail

address.....

5. Contact

Person.....

6. Tenderer's representative to be contacted on matters of the tender during the tender period;

Name.....

Telephone

Number.....

Email

Address.....

7. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone);

.....

Signature of Tenderer

Rubber stamp of company

Make copy and deliver to: _____ (*Name of Employer*)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the indicated in Part I and either Part 2 (a), 2 (b) or 2 (c) whichever applies to your type of business. It is a serious offence to give false information on this form

Part I- General:

Business Name

Location of business premises.....

Plot No.

Street/Road.....

Postal Address.....Tel. No.....

Nature of business.....

Current Trade Licence No.....Expiring date.....

Maximum value of business which you can handle at any one time : K£.....

Name of your bankers.....Branch

Part 2 (a) – Sole Proprietor

Your name in full.....Age.....

Nationality.....Country of origin.....

*Citizenship details.....

<input type="checkbox"/>	<p>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><i>Name</i></th> <th style="text-align: center;"><i>Nationality</i></th> <th style="text-align: center;"><i>Citizenship Details</i></th> <th style="text-align: center;"><i>Shares</i></th> </tr> </thead> <tbody> <tr><td>.....</td><td></td><td></td><td></td></tr> <tr><td>.....</td><td></td><td></td><td></td></tr> <tr><td>.....</td><td></td><td></td><td></td></tr> <tr><td>.....</td><td></td><td></td><td></td></tr> </tbody> </table>	<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>				
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<input type="checkbox"/>	<p>Part 2 (c) – Registered Company:</p> <p>Private or Public.....</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 40px;">Nominal K£.....</p> <p style="padding-left: 40px;">Issued K£.....</p> <p>Given details of all directors as follows:-</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Name</th> <th style="text-align: center;">Nationality</th> <th style="text-align: center;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Shares</td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> </tr> <tr> <td>5.</td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship Details	Shares			1.			2.			3.			4.			5.		
Name	Nationality	Citizenship Details																				
Shares																						
1.																						
2.																						
3.																						
4.																						
5.																						
DateSignature of Candidate.....																						

**if Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.*

2. FINANCIAL QUOTE (TO BE QUOTED IN A SEPARATE ENVELOPE.)

The rates to be quoted are as per below;

Pricing Summary (VAT Inclusive)

Date of Function: 19th – 22nd May 2020

Expected Participants: 3,000

Venue of Function: Sarova Whitesands

Corporate Colours: Black, White and Gold

	No. of Units	Description	Unit cost(Ksh)	Amount(Ksh)
1	1	50x100M Dome Tent (For the seminar areas including ceiling)		
2	1000	Rectangular tables (Dressed) for the conference		
3	3000	Banqueting chairs (Dressed in ICPAK corporate colours)		
	3	LED Screens Measuring Minimum 8x8M for front (main) projection		
	-	Projection - projection of presentation slides and video projection of speaker		
4	40	10 x 10ft tents for exhibitions (plus wiring, power supply and labelling)		
5	1	Upper stage red carpet, centre piece flower to sit 12 guests		

6	1	Dome drapery with the specified corporate colours		
7	30	Air conditioners sufficient to cool the dome tent		
8	3	Executive trailer toilets		
9	16	Portable toilets with provision for Persons with Disabilities		
10	4	Pedestral flowers for the high table		
11	20	Drapery of the exhibition tents		
12	1	Quality Sound Public Address System		
13	20	Minimum 65 inches Plasma/LCD Screens sychronized to the main projection		
15	1	Dome Lighting		
16	1	Delivery and Collection of the dome tent		
17	2	Silent Standby generators of minimum 250 KVA each		
18	1	VIP Tent with drapery in ICPAK Corporate colours with capacity of sitting 20 guests. Should have a red carpet, airconditioned with plasma screen projection relaying footage from the main hall		
19	5	Sets of queue masters minimum 30M in length		

Useful Information

10. All quoted prices should include VAT and all related taxes, goods/services that are not vat-able should not be subjected to VAT
11. Delivery, mounting and completion of all works on the dome tent **must** be completed by **Sunday 16th May at 5:00 pm**
12. The Public Address System at minimum to come with 10 cordless microphones and 3 tie or pocket fixed microphones
13. Plasma screens to be of 60 inch or more in size, synchronized to the main projection
14. The screens should achieve straight-eye-ball effect
15. Video recording and mass production of DVDs, MP3,4s etc for sale during the event by ICPAK
16. Dome lighting to be appropriate for cocktail (evening theme), seminar (normal) and gala dinner (disco)
17. **The tents must be externally supported, strictly no internal iron bars and straps**
18. Clearly marked exits including fire exits with a provision for controlled entry in the morning, during cocktail and gala dinner .