



KIBABII UNIVERSITY

**TENDER FOR SUPPLY, INSTALLATION, TESTING AND
COMMISSIONING OF A DATA CENTRE**

FOR FINANCIAL YEAR 2019/2020

Tender No. KIBU/03/2019-2020

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SECTION I **INVITATION TO TENDER**
DATE _____

TENDER REF NO. KIBU/03/2019-2020

TENDER NAME: Tender for Supply, Installation, Testing and Commissioning of a Data Centre

1.2 Kibabii University invites sealed bids from eligible candidates as follows:

S/ No	Tender Number	Tender Description	Eligibility	Tender Security	Tender Closing Date
1	KIBU/03/2019-2020	Tender for Supply, Installation, Testing and Commissioning of a of a Data Centre	Open	2%	23/08/19

1.3 A complete set of tender documents may be obtained by interested candidates by downloading forms from the Kibabii University website (www.kibu.ac.ke) free charge. Applicant who download the tender documents shall immediately email their contacts details and tender number to procurement@kibu.ac.ke

Completed Tender Documents are to be enclosed in plain sealed envelopes, marked with the **Tender. No. KIBU/03/2019-2020** and be deposited in the Tender Box at the Administration Block, Main Campus OR send by registered mail to be received on or before the tender closing time OR bulky tenders which do not fit the tender box shall be registered at the Vice Chancellor Office on 1st floor of the Administration Block, all addressed to:

The Vice Chancellor,
Kibabii University,
P.O Box 16699-50200,

So as to be received on or before **Friday, 23rd August, 2019 at 10.00AM**

NOTE:

- i. Tenderer/bidders must serialize/number all the pages and copies of documents attached and indicate the documents submitted on their own attached table of contents.
- ii. All attachments shall be from the last page of this document, starting with the tenderer table of contents and all paged.

Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at **Senate boardroom**

Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 129 days from the closing date of the tender.

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 Kenya, having our registered office at Kibabii University (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 _____ 2019
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)

FORM OF TENDER

To: The Vice Chancellor,
Kibabii University,
P.O.Box 1699-50200
Bungoma

Date.....
Tender No: KIBU/02/2019-2020

Dear Sir:

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF A VIDEO
CONFERENCING LABORATORY**

1. Having examined the tender documents including Addenda Nos.
..... *[insert numbers]*.the receipt of which is hereby duly
acknowledged, we, the undersigned, offer to Tender for Supply, Installation, Testing and
Commissioning of a Data Centre in conformity with the said tender documents for the
sum of Kshs.....*[Amount in figures]* Kenya
Shillings.....
..... *[Amount in words]*
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 Supply and Installation of
ICT Items and Equipment’s Tender for Supply, Installation, Testing and
Commissioning of a Data Centre in accordance with the delivery schedule specified
in the Schedule of Requirements.

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

4. We agree to a bid 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. This Tender, together with your written acceptance thereof and your
notification of award, shall constitute a Contract, between us. Subject to signing of the
Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you
may receive. Dated this _____ day of _____ 2019

[Signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

**Procurement Officer, procurement department,
For: VICE CHANCELLOR, KIBABII UNIVERSITY**

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 Kibabii University employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

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

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

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the 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 that have received the tender document.

2.5.2 Kibabii University shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

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

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising of Tender

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

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

2.10 Tender Prices

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

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

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

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

2.11 **Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 **Tenderers Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- a) That, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- b) That the tenderer has the financial, technical, and production capability necessary to perform the contract;
- c) That, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 **Goods Eligibility and Conformity to Tender Documents**

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

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

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

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

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.
- 2.14.3 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 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

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

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the 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 2.27 or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 **Validity of Tenders**

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

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

2.16 **Format and Signing of Tender**

2.16.1 The Procuring entity 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.

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

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

2.17 **Sealing and Marking of Tenders**

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

- 2.17.2 The inner and outer envelopes shall:
(a) (a) be addressed to Be addressed to:

**The Vice Chancellor
Kibabii University
P.O Box 1699- 50200
Bungoma**

bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **Friday, 23rd August, 2019 at 10.00AM**

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

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

2.18 Deadline for Submission of Tender

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **Friday, 23rd August, 2019 at 10.00AM**

- 2.18.1 Bulky tenders which will not fit the tender box shall be received by the procuring entity at the Vice Chancellor Office on 1st floor of the Administration Block.

- 2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

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

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

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

- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5 Kibabii University may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 Kibabii University shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

The Procuring entity will open all tenders in the presence of Tenderers' representatives who choose to attend, on **Friday, 23rd August, 2019 at 10.00AM** in **Senate Boardroom** as specified in the invitation for tenders. The Tenderers' representatives who are present shall sign a register evidencing their attendance

- 2.20.1 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as Kibabii University, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.2 Kibabii University will prepare minutes of the tender opening.

2.21 Clarification of Tenders

- 2.21.1 To assist in the examination, evaluation and comparison of tenders Kibabii University may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

- 2.22.1 Kibabii University will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the

errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 Kibabii University 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 effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 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 non-conformity.

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

2.24.1 Kibabii University will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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

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

2.25 Preference

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

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 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.

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

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the 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

2.27.4 Kibabii University will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity's Right to Vary quantities

2.27.5 Kibabii University reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and condition

Procuring entity's Right to accept or Reject any or All Tenders

2.27.6 Kibabii University 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

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

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

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

2.29 Signing of Contract

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

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

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

2.30.1 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.

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

2.31 Corrupt or Fraudulent Practices

2.31.1 Kibabii University requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

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

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.31.2 Kibabii University will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	Open
2.18.1	Friday, 23rd August, 2019 at 10.00AM
2.29.1	Friday, 23rd August, 2019 at 10.00AM
2.12.4	Tender Security shall be in Kenya shillings and in form of a bank guarantee from a bank licensed to operate in Kenya.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

- 3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity
- 3.6 Patent Rights**
- 3.6.1 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 Goods or any part thereof in the Procuring entity's country
- 3.7 Performance Security**
- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 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.
- 3.7.3 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 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract
- 3.8 Inspection and Tests**
- 3.8.1 Kibabii University or its representative shall have the right to inspect and/or to test the goods 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.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 Kibabii University's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

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

3.10 Delivery and Documents

- 3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

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

3.12 Payment

- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract
- 3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

- 3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

3.15 Subcontracts

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

3.16 Termination for default

- 3.16.1 The 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 deliver any or all of the goods 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

- 3.16.2 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, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

- 3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated

damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

- 3.18.1 Kibabii University and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.13 Price adjustment	No price adjustment are allowed
3.12.1 Payment	Invoice shall be delivered to the Project Manager for processing 14 days after delivery of service. Within 30 days after submission of invoice upon delivery and installation
3.19 Applicable law	The law of 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, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The 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.

Requirements for supply, installation, testing and commissioning of data Centre or equivalent

	Item Description	Unit of Measure	Quantity	Price/Unit	Amount	
1	Utility Improvements Kit improvement clutch Epi sport utility polaris - Epi 129012 (WE437035)	No	2			
2	MAIN SWITCH GEAR Panasonic VL V700 culter-hammer DSII switchgear lineup 3200A Main W/8 feeder cells Power supply unit: (VL-PS240), 24 V DC, 0.2 A 108.5 x 210 x 52.5 mm Ambient temperature: -10°C to +50°C Relative humidity (non-condensing): up to 90 % (indoor use only) Log: Save the text logs and visitors' images in the SD card (sold separately) Text logs: More than 90,000 items, Images: Up to 90,000 images Operating environment: USB connection (provide PC application/English) • date and time setting (HH:MM DD/MM/YYYY) • set the room number to the monitor • estimate the status of the equipment in the system • operation setting (terminal, pass code, and so on.) SD card (SDHC/SDXC): Log function VIDEO OUTPUT RJ-11: connect with PBX system Installation method: Wall mount or attach to DIN rail External material: ABS (flame retardant ABS resin)	No	1			
3	TRANSFER SWITCHES KOHLER TRANSFER SWITCH kbl-bmva-0100s or transfer switch 800A 120/240V	No	1			
4	TVSS SYSTEM NEW CUTLER HAMMER CPS 120208YAK CLIPPER POWER SYSTEM 3-PHASE TVSS	No	1			
5	POWER BACK UP 100KVA 100kVA 80kW 3/3 top 3 phase Battery Back-up	No	1			

	data center large UPS.					
6	Room PDU's PCTL BS138SPD power distribution unit with surge protector 10U.	No	1			
7	CONDUIT AND CABLING FOR GENERATORS SELF ADHESIVE CABLE TIDY MINI TRUNKING ALL SIZES ALL LENGTHS PVC CONDUIT Industrial Wire and Cable Flexible Control Cables Plug L14 30 30A 125/250V 30P Locking Generator Cable Twist Lock Cable electrical plug, 30A, 125/250 VAC, 3-pole, 4-wire, NEMA L14-30 L1430P L14-30P 30 Amp Power Cord Plug For Up To 7,500 Watt	No	1			
8	Harmonic-Mitigating Transformer (HMT) 300w	No	1			
9	Condensate Drains <ul style="list-style-type: none"> • Condensate drain piping must be corrosion resistant for condensate from fuel burning appliances. using "corrosion-resistant material" and sized "no smaller than the drain connection on the appliance" • Condensate drain piping materials can be "... cast iron, galvanized polybutylene, polyethylene, ABS, CPVC or PVC pipe or tubing" • Piping shall be at least 3/4" in diameter and ... shall not decrease in size ... [throughout its run from the condensate drain pan to its final disposal destination - no constructions by diameter] <p>Horizontal runs of condensate drain piping slope at least 1/8" per foot in the direction of discharge. There is also a requirement for "uniform slope" and "uniform alignment"</p>	No	1			
	Leakage detector <ul style="list-style-type: none"> • Wireless high quality environmental sound blocking headphones 	No	1			

	<ul style="list-style-type: none"> • Highest quality submersible to 3.3 feet microphones: test rod with ground microphone, tripod microphone with removeable spike and testrod microphone or hand held microphone • Displays current and previous 3 levels numerically and graphically • Rechargeable Li-ion batteries for 16 hours use per charge • Extreme sound level protection with three setting levels • Automatically scans and sets background noise filters or precisely set lower and upper limits for blocking the most noises • Background noise filters <ul style="list-style-type: none"> ○ Lower: 0, 30, 60, 120, 250, 500 hz ○ Upper: 500, 850, 2000, 4000,5000, 8000 hz ○ 60 hz power noise filter • Neck strap and belt hook included for your choice • Simple operation • Closed cell foam hard case with impact protecting rubber corners • 2 year warranty • Universal microphone submersible to nearly 5 feet • Controller withstands water spray from all directions, IP65 • Compact lightweight durable controller only 14 oz., 4.5" w x 2.6" d x 4.5" h 					
	<p>Intergenic Fire Suppression</p> <p>The INERGEN Fire Suppression System, manufactured by ANSUL, is an engineered system utilizing a fixed nozzle agent distribution network. The system is designed and installed in accordance with the National Fire Protection Association (NFPA) Standard 2001, ‘‘Clean Agent Fire Extinguishing Systems.’’ When properly designed, the INERGEN system will extinguish surface burning fire in Class A,</p>	No	1			

	<p>B, and C hazards by lowering the oxygen content below the level that supports combustion.</p> <p>INERGEN agent has also been tested by FM Approvals for inerting capabilities. Those tests have shown that INERGEN agent, at design concentrations between 40% and 50%, has successfully inerted mixtures of propane/air, and methane/air.</p> <p>The system can be actuated by detection and control equipment for automatic system operation along with providing local and remote manual operation as needed. Accessories are used to provide alarms, ventilation control, door closures, or other auxiliary shutdown or functions.</p> <p>When INERGEN agent is discharged into a room, it introduces the proper mixture of gases that will allow a person to breathe in a reduced oxygen atmosphere. A system installation and maintenance manual is available containing information on system components and procedures concerning design, operation, inspection, maintenance, and recharge.</p> <p>The system is installed and serviced by authorized distributors that are trained by the manufacturer.</p>					
	<p>Facility Management System</p> <p>The software should have the following capabilities</p> <ul style="list-style-type: none"> • In-depth physical and virtual server performance monitoring • Real-time application monitoring by integrating Applications Manager • Flow-based traffic monitoring with NetFlow plug-in • Data center environment monitoring 	No	1			
	<p>CCTV System 1080 P 24 channel 1080 P TVI DVR 16 4 in 1 OSD AHD TVI 2.6MP CCTV security camera</p>	No	1			

	system					
	Biometric Access system to the labs Fingerprint Recognition -has a high accuracy rating, is quick to use, takes up little space, useful for providing security for a large number of users.	No	1			
	Racks and Cabinets 42U Universal Rack Dimensions Width: EIA Standard 19" Rack Rails External Width: 23.6" – 600mm Height: 78.74" – 2,000mm - Rack Units: 42U Depths: 39.37" & 41.34"	No	3			
	Terminal Server Equipment Processor: Up to four Intel® Xeon® SP, up to 28 cores Memory: 48 DDR4 DIMM slots, Supports RDIMM /LRDIMM, up to 2666MT/s, 6TB maxUp to 12 NVDIMM, 192 GB MaxSupports registered ECC DDR4 DIMMs only Storage controllers: Internal controllers: PERC S140, H330, H740PBoot optimized Storage SubsystemExternal HBAs (RAID): H840 External HBAs (non-RAID): 12 Gbps SAS HBA Drive bays: Front drive bays: Up to 24 x 2.5" SAS/SATA (HDD/SSD) with up to 12 NVMe PCIe SSD, max 122TB Power supplies: Platinum 1100W, 1600W, 2000W, 2400W, 336-380VDC 1100W, Gold 48VDC 1100WHot plug power supplies with full redundancy option8 hot plugs fans with full redundancy Dimensions: Form factor: Rack (3U) Chassis depth: 777.05 mm Embedded management: PMI 2.0 compliantiDRAC9 with Life cycle Controller (Express, Enterprise) Quick Sync 2 wireless module optional Bezel: Optional LCD bezel OpenManage™ Software: Open Manage Enterprise OpenManage Essentials penManage Mobile Open Manage Power Center Integrations and connections: Integrations: Microsoft® System Center, VMware® vCenter™, BMC Software Connections: Nagios & Nagios XI,Oracle	No	3			

<p>Enterprise Manager, HP Operations Manager, IBM Tivoli Netcool/OMNibus, IBM Tivoli® Network Manager, CA Network and Systems Management</p> <p>Security: TPM 1.2/2.0 optional Cryptographically signed firmware Secure Boot System Lockdown Secure erase</p> <p>I/O & Ports: Network daughter card options 4x 1Gb, 4x 10Gb, 2x 10Gb+2x 1Gb, or 2x 25Gb Front ports: Video, 2 x USB 3.0, dedicated iDRAC Direct USB Rear ports: Video, serial, 2 x USB 3.0, dedicated iDRAC network port Video card: VGA Up to 13 x Gen3 slots, (3 x 8 + 10 x 16)</p> <p>Supported operating systems: Canonical® Ubuntu® LTS Citrix® XenServer® Microsoft Windows Server® with Hyper-V Red Hat® Enterprise Linux SUSE® Linux Enterprise Server VMware® ESXi For specifications and interoperability details EM-ready version available Recommended support</p> <p>Warranty: 1 year</p>					
<p>Data migration of systems Amazon RDS</p>	No	1			
<p>Core Network Equipment Cisco Nexus 5548UP 32-Port Gigabit Ethernet Switch</p>	No	4			
<p>24-Port 1U Rackmount Fiber/CAT7 Patch Panel 24-Port 1U Rackmount Fiber/CAT7 Patch Panel Black, Rack (Cisco SG102-24</p>	No	4			
<p>Netgear 8-Port 10/100/1000Mbps Gigabit Ethernet Switch Hub Netgear FS108 8-Port 10/100/1000Mbps Gigabit Ethernet Switch Hub, Networking Equipment</p>	No	4			
<p>24 Port Giganet Switch Module 24 Port 10/100/1000Mbps Giganet Switch Module NLHUB-924M, Networking Equipment</p>	No	4			
<p>Patch cables for Fiber Patch cables for Fiber length 3 meter</p>	No	24			
<p>Patch cables for CAT 7 Patch cables for CAT 7 length 3 meters</p>	No	56			
<p>Cisco Fiber SFP modules 1GBPS Cisco Fiber SFP modules 1GBPS Cisco GLC-LH-SM 1000BASE-LX/LH SFP</p>	No	48			

	Transceiver Module					
	Cisco router Cisco router 4000 series 50Mbps - 100Mbps system Throughput, 2WAN/LAN ports, 1 SFP Port, multicore CPU, 2 NIM, Security, voice, WAAS, Intelligent Wan, OnePk, AVC	No	1			
	TOTAL					

Total price inclusive of installation in Kshs (in words)
.....
.....

NOTE: In case of discrepancy between unit price and total the unit price shall prevail

Signature of tenderer _____

NOTE: TRANSFER THE TOTAL SUM OF THE TWO CONTRACT TO THE TENDER FORM

EVALUATION CRITERIA

MANDATORY REQUIREMENTS.

Part 1: Preliminary Evaluation.

	Requirements
1	Company Registration Certificate or Certificate of Incorporation
2	VAT/PIN Registration certificate
3	Valid business permit with relevant County Government, (Certificate of registration of youth women and people with disability owned business enterprises). Export/ import license for foreign companies
5	Current/Valid tax compliance certificate by KRA
6	Dully filled Form of Tender.
7	Submission of Two bid documents (clearly marked ' original ' and ' copy ')
8	Availability of physical Office (evaluation team may visit to confirm)
9.	Dully filled confidential business questionnaire with disclosure of directors/ partners /sole proprietors

The tenderers who do not satisfy any of the above requirements shall be considered Non-Responsive and their tenders will not be evaluated further.

NOTE: All copies of the above Documents MUST be attached for a firm to be qualified to proceed to the next level of evaluation. The Employer may seek further clarification/confirmation if necessary to confirm authenticity/compliance of any condition of the tender.

B) TECHNICAL EVALUATION

The tender document shall be examined based on the Instruction to Tenderers which states as follows:

In accordance with Instruction to Tenderers, the tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their eligibility and adequacy of resources to effectively carry out the subject contract. The tenderers shall be required to fill the Standards Forms provided for the purposes of providing the required information.

The award of points in this section shall be as shown below;

<u>PARAMETER</u>	<u>MAXIMUM POINTS</u>
1. Confidential Business Questionnaire Form.-----	3
2. Submission of manufacturers brochures for the main equipment -----	12
3. Key personnel - -----	18
4. Contract Completed in the last Three (3) years - -----	15
5. Schedules of on-going projects -----	15
6. Audited Financial Report for the last 3 years-----	10
7. Evidence of Financial Resources -----	15
8. Registration with ICT Authority-----	5
9. Name, Address and Telephone of Banks (Contractor to provide) -----	2
10. Litigation History-----	3
11. Sanctity of the tender document as in accordance with clause 5 of instruction to tenderer -----	2
TOTAL	<u>100</u>

The detailed scoring plan shall be as shown in table 1 below: -

TABLE 1

Item	Description	Point Scored	Max. Point
1	Confidential Business Questionnaire Form. Completely filled ----- 3 Not filled ----- 0		3
2	Submission of manufacturers brochures for the main equipment Submitted at six brochures for each equipment----- -----2 Not submitted-----0		12
3	Key Personnel to be engaged on the project (Attach proof of employment and copies of certificates signed in blue ink by the owner and his/her telephone number indicated) Director of the firm <ul style="list-style-type: none"> ○ Holder of degree in ICT related field-----3 ○ Ditto with Diploma-----2 ○ Ditto with certificate-----1 ○ No relevant certificate -----0 <ul style="list-style-type: none"> ○ At least 1 No. degree holder of key personnel in ICT related field <ul style="list-style-type: none"> ○ With over 10 years relevant experience -----3 ○ With over 5 years relevant experience ----- 2 ○ With under 5 years relevant experience -----1 ○ At least 2 No Diploma holder of key personnel in ICT related field <ul style="list-style-type: none"> ○ With over 10 years relevant experience-----3 ○ With over 5 years relevant experience -----2 ○ With under 5 years relevant experience -----1 		18

Item	Description	Point Scored	Max. Point	
	<ul style="list-style-type: none"> ○ At least 2 No Certificate holder in ICT related field With over 10 years relevant experience-----3 With over 5 years relevant experience-----2 With under than 5 years' experience-----1 		6	
4	<p>Maximum volume of business one can handle in one year Contract completed in the last three (3) years (A max of 3 No. Projects) Shall attach Completion Certificates.</p> <ul style="list-style-type: none"> ○ Project of similar nature and value of more than 15 Million-----5 ○ Project of similar nature but of value less than 15 Million but more than 10 Million ----- 4 ○ Project of similar nature but of value less than 10 Million but more than 5 Million ----- 2 ○ Project of similar nature but of value less than 5 Million ----- 1 ○ No completed project of similar nature -----0 		15	
5	<p>On-going projects (A max of 3 No. Projects) Shall attach Notification of award or Contract Agreements.</p> <ul style="list-style-type: none"> ○ Project of similar nature and value of more than 15 Million-----4 ○ Project of similar nature but of value less than 15 Million but more than 10 Million ----- 3 ○ Project of similar nature but of value less than 10 Million but more than 5 Million ----- 2 ○ Project of similar nature but of value less than 5 Million ----- 1 ○ No completed project of similar nature -----0 		15	
8	<p>Annual audited financial reports (last three (3) years) (the audited reports shall be certified by the Commissioner of Oaths)</p> <ul style="list-style-type: none"> ○ At least one of the annual turnover is greater or equal to 20 Million -----15 ○ At least one of the annual turnover greater or equal to 10 Million ----- 7 ○ At one of the annual turnover greater or equal to 5 Million -----4 ○ Annual turnover below 2 Million----- 1 		15	

9	<p>Evidence of financial resources (cash in hand, lines of credit, overdraft facility etc.) (Resource documents shall be certified by the respective banks or Commissioner of Oaths) Cash in hand and lines of credit:</p> <p>Of more than 30% of tender sum-----6 Of between 20% and 30% of tender sum----- 4 Of between 10% and 20% of tender sum----- 2 Below 10% of tender sum-----1</p>		10
10	<p>Name, address and telephone of Suppliers banks.</p> <ul style="list-style-type: none"> ○ Provided-----2 ○ Not provided-----0 		2
11	<p>Certificate of Registration with ICT Authority</p>		5
12	<p>Litigation History</p> <ul style="list-style-type: none"> ○ Filled and certified by Commissioner of Oaths-----2 ○ Not filled-----0 		3
13	<p>Sanctity of tender documents</p> <ul style="list-style-type: none"> ○ Having the document intact (not tampered with in any way) -----4 ○ Having mutilated or modified the tender document---0 		2
	<p>TOTAL TECHNICAL SCORE (TS)</p>		100

The pass mark for registration shall be 70% (the evaluation team will verify the information given by the tenderer and may visit the premises of the applicants for more proof as part of evaluation process)

STAGE 2 - FINANCIAL EVALUATION

The evaluation shall be in two sections

1. Preliminary examinations and
2. Tender sum Comparisons

1. Preliminary examinations.

The preliminary examination in the Financial Evaluation shall be in accordance with the Instruction to Tenderers.

The bid shall be checked for arithmetic errors based on the rates and the total sums indicated in the bills of quantities.

Confirmation shall be sought in writing from the tenderers whose tender sums will be determined to have a significant arithmetic error to their disadvantage, to confirm whether they stand by their tender sums. The error shall be treated as per **Instructions to Tenderers**.

Discount if any shall be treated as an error in pursuant to Instructions to tenderers.

1. Tender Sum Comparisons.

The bidders' tender sums shall be compared and ranked from the lowest to the highest as in the table below:

TABLE 2

Serial No.	Tenderer	Tender Sum	Ranking

CONCLUSION

The bidder ranked with the total lowest tender sum in each sub project shall be the most responsive bidder for the respective project. Due diligence might be done on the most responsive bidders to authenticate the information in the bid document

NOTE:

Tenderers must duly fill these Standard Forms as a mandatory requirement except item 1&2

PERFORMANCE BANK GUARANTEE

To: The Vice Chancellor,
Kibabii University,
P.O. Box 1699-50200,
Bungoma.

Dear Sir,

WHEREAS(hereinafter called “the Tenderer”)
has undertaken, in pursuance of Contract No. dated
..... to execute (Hereinafter
called “the Works”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of:

Kshs. (*Amount of Guarantee in figures*)

Kenya Shillings

.....
.....(*amount of Guarantee in words*), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings

.....
(*Amount of Guarantee in words*) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR

.....

Name of Bank

Address Date

FORM OF AGREEMENT

THIS AGREEMENT is made theday of

Between..... (Hereafter called “the Employer”) of the one part andof **P.O. BOX**..... (Hereafter referred to as “the Contractor”) of other part.

WHEREAS the Employer is desirous that the Contractor executes(hereinafter called “the Works”) located in the, and the Employer has accepted the tender submitted by the Contractor for the execution and completion of such works and the remedying of any defects therein for the fixed Contract Price of K.shs..... (Kenya Shillings

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 hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this agreement i.e.
 - i. Notification of Award letter.
 - ii. Letter of Acceptance.
 - iii. Form of Tender.
 - iv. Conditions of Contract and Appendix to Conditions of Contract.
 - v. Specifications.
 - vi. Drawings.
 - vii. Priced Bills of Quantities.
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 execute and complete the works and remedy any defects therein conformity to the provisions of the contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract price or such other sums 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 herein have caused this Agreement to be executed the day and year first before written.

The common seal of.....
Was hereunto affixed in the presence of.....
Signed sealed, and delivered by the said.....
Binding signature of Employer.....

Binding signature of the Contractor.....

In the presence of

(i) Name
Address.....
Signature.....

(ii) Name.....
Address.....
Signature.....

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of Tenderer:
.....
2. Full address of Tenderer to which tender correspondence is to be sent (unless an agent has been appointed below):.....
.....
3. Telephone number (s) of Tenderer:.....
.....
4. Telex/Fax Address of Tenderer:
.....
...
5. Name of Tenderer's representative to be contacted on matters of the tender during the tender period:
.....
6. 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, telex):
.....
.....

Signature of Tenderer

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name

Location of business premises: Country/Town.....

Plot No..... Street/Road

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

Current Trade License No..... Expiring date.....

Maximum value of business which you can handle at any time:
Kenya Shillings.....

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

Give details of partners as follows:

Name in full	Nationality	Citizenship Details	Shares
1.	
2.
3.	
4.	

Part 2(c) – Registered Company

Private or Public

.....

State the nominal and issued capita of the company:

Nominal: KShs.

Issued: KShs.

Give details of all directors as follows:

	Name in full Shares	Nationality	Citizenship Details*
1.
2.
3.
4.

Part 2(d) Interest in the Firm:

Is there any person/persons in the employment of the Government of Kenya WHO has interest in this firm? Yes/No (Delete as necessary)

I certify that the above information is correct.

.....
Title Signature Date

*** Attach proof of citizenship**

KEY PERSONNEL

Qualifications and experience of key personnel proposed for administration and execution of the Contract. (Attach CV and copies of certificates. The CV and certificates shall be valid if signed by owner in blue ink and his/her telephone number indicated on the document)

(Note: The persons herein indicated shall be subject to approval by the PM to administer the project.)

POSITION	NAME	HIGHEST QUALIFICATION	YEARS OF EXPERIENCE (GENERAL)	YEARS OF EXPERIENCE IN PROPOSED POSITION

I certify that the above information is correct.

.....

Title

.....

Signature

.....

Date

CONTRACTS COMPLETED IN THE LAST FIVE (5) YEARS

Work performed on works of a similar nature, complexity and volume over the last 5 years. (Attach Completion Certificates/Handing Over Certificates)

PROJECT NAME	NAME OF CLIENT	TYPE OF POLICIES AND YEAR OF COMPLETION	VALUE OF CONTRACTIN KSHS.

I certify that the above works were successfully carried out and completed by ourselves.

.....

.....

.....
Title

Signature

Date

SCHEDULE OF ON-GOING PROJECTS

Details of on-going or committed projects, including expected completion date. (Attach Notification of Award or Contract Agreement)

Project Name	Name of Client	Contract Sum (Kshs)	% Complete	Completion Date

I certify that the above works are currently being carried out by ourselves.

Title..... Signature..... Date.....

FINANCIAL REPORTS FOR THE LAST THREE YEARS

(Provide certified copies of Balance sheets, Profits and Loss Statements, Auditor's reports, etc.

List below and attach copies)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

EVIDENCE OF FINANCIAL RESOURCES TO MEET QUALIFICATION REQUIREMENTS.

(Cash in Hand, Lines of credit, etc. List below and attach copies of supportive documents.)

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

NAME, ADDRESS AND TELEPHONE, TELEX AND FACSIMILE OF BANKS

(This should be for banks that may provide reference if contacted by the Employer)

NAME	ADDRESS	TELEPHONE	TELEX	FACSIMILE

**DETAILS OF LITIGATIONS OR ARBITRATION PROCEEDINGS IN WHICH
THE TENDERER IS INVOLVED AS ONE OF THE PARTIES**

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____
