

**KIBABII UNIVERSITY**

***(Knowledge for Development)***

Tel: 020-202860/0708-085934/0734831729 P.O Box 1699– 50200

Fax: 056-30153 Bungoma

E-mail: enquiry@kibu.ac.ke Kenya

Website[: http://www.kibu.ac.ke](http://www.kibu.ac.ke/)

# **COMPUTER LABORATORY EQUIPMENT AT KIBABII UNIVERSITY.**

**TENDER NO. KIBU/RT/01/2020-21**

**SPECIFICATIONS AND BILLS OF QUANTITIES FOR**

**SUPPLY, INSTALL, TEST AND COMMISSION COMPUTER LABORATORY EQUIPMENT AT KIBABII UNIVERSITY**

**CLIENT:**

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

Bungoma.

**OCTOBER, 2020**

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**INTRODUCTION**

* 1. This standard tender document for supply, installation and commissioning of plant and equipment has been prepared for use by public entities in Kenya.
	2. The following general conditions should be observed when using the document.
		1. Specific details should be furnished in the tender notice and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
		2. The instructions to the tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contracts and the appendix to instructions to the tenderers.
	3. Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.
	4. The invitation to tender shall be issued as an advertisement in accordance with the regulations as a letter of invitation addressed to tenderers who have expressed interest following an advertisement of a prequalification tender.
	5. The cover of the tender document shall be modified to include:
1. Tender number.
2. Tender name.
3. Name of procuring entity.
4. Delete name and address of PPOA.

**SECTION I**

**INVITATION FOR TENDERS**

Kibabii University invites eligible Tenderers to tender for the works as indicated in the table below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Tender Number** | **Tender Description** | **Tender Security** | **Tender Closing****Date** |
| **KIBU/RT/01/2020-21** | Supply, Install, Test and Commission Computer Laboratory Equipment at KibabiiUniversity | 2% of Tender Sum | 6/11/2020 |

1. Interested eligible suppliers may obtain complete set of tender documents by downloading form the Kibabii University website ([www.kibu.ac.ke](http://www.kibu.ac.ke/)) or the PPIP portal free of charge. Applicant who download the tender documents shall immediately email their details and tender number to procurement@kibu.ac.ke
2. Completed Tender Documents are to be enclosed in plain sealed envelopes, marked with the **Tender. No**. **KIBU/RT/01/2020-21 SUPPLY, INSTALL, TEST AND COMMISSION COMPUTER LABORATORY EQUIPMENT AT KIBABII UNIVERSITY** shall 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. 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:

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

So as to be received on or before **Friday, 6th November, 2020 at 10.00am**

Tenders will be opened immediately thereafter in the Senate Boardroom in the presence of bidders who choose to attend.

Interested bidders who are not prequalified by the University can participate in the Tenders but should first fill the prequalification forms attached.

## NOTE:

* 1. 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.
	2. All attachments shall be from the last page of this document, all paged in the order defined in the tender document.

## SECTION I INVITATION TO TENDER

**SECTION II - INSTRUCTIONS TO TENDERERS**

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**SECTION II – INSTRUCTIONS TO TENDERERS**

* 1. **Eligible Tenderers**
		1. This Invitation for Tenders is restricted to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Interested suppliers who are not prequalified can also apply but should fill and submit the prequalification forms to be prequalified for eligibility. Successful tenderers shall complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender documents.
		2. The procuring entity’s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
		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.
		4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

## Eligible Equipment

* + 1. All equipment to be supplied and installed under the contract shall have their origin in eligible source countries.
		2. For purposes of this clause, “origin” means the place where the equipment(s) are 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
		3. The origin of equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

## Cost of Tendering

* + 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. The price to be charged for the tender document shall not exceed Ksh 5000.00
		3. The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## Contents of Tender Document

* + 1. The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to tenderers
			1. Invitation to Tender
			2. Instructions to Tenderers
			3. General Conditions of Contract
			4. Special Conditions of Contract
			5. Schedule of requirements
			6. Technical Specifications
			7. Tender Form and Price Schedules
			8. Tender Security Form
			9. Contract Form
			10. Performance Security Form
			11. Bank Guarantee for Advance Payment Form
			12. Manufacturer’s Authorization Form
			13. Confidential Business Questionnaire Form
			14. Declaration form
			15. Request for Review Form
		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.

## Clarification of Tender Documents

* + 1. A prospective tenderer making inquiries of the tender

documents may notify the Procuring entity in writing or by post at the entity’s address indicated in the invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the

tender documents, which it receives 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.

* + 1. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## Amendment of Tender Documents

* + 1. At any time prior to the deadline for submission of tender, the procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
		2. All prospective tenderers that have obtained the tender documents will be notified of the amendment in writing or by post and will be binding on them.
		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.

## Language of Tender

* + 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.

## Documents Comprising the Tender

* + 1. The tender prepared by the tenderers shall comprise the following components.
			1. a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
			2. documentary evidence established in accordance with paragraph
	1. that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
		+ 1. documentary evidence established in accordance with paragraph
	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
		+ 1. tender security furnished in accordance with paragraph 2.14
			2. Confidential Business Questionnaire

## Tender Form

* + 1. The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the equipment to be supplied, installed and commissioned and a brief description of the equipment, their country of origin, quantity, and prices.

## Tender Prices

* + 1. The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the equipment and installation it proposes to supply under the contract.
		2. Prices indicated on the Price Schedule shall be entered separately in the following manner:
1. the price of the equipment quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
2. charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and
3. installation charges shall also be indicated separately for each equipment
	* 1. Prices quoted by the tender shall remain fixed during the Tender’s performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.

## Tender Currencies

* + 1. Prices shall be quoted in the following currencies:
			1. For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and
			2. For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.
			3. Cost of installation and commissioning will be in Kenya Shillings.

## Tenderers Eligibility and Qualifications

* + 1. Pursuant to paragraph 2.1. the tenderers 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. 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
		3. The documentary evidence of the tenderes qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity’s satisfaction;
			1. that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the

tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment

* + - 1. that the tenderer has the financial, technical, and production capability necessary to perform the contract;
			2. 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.

## Goods Eligibility and Conformity to Tender Document

* + 1. Pursuant 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 equipment which the tenderer proposes to supply under the contract
		2. The documentary evidence of the eligibility of the goods shall consist of 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.
		3. The documentary evidence of conformity of the equipment to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
1. a detailed description of the essential technical and performance characteristic of the equipment
2. 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 equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and
3. 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.
	* 1. For purposes of the commentary 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.

## Tender Security

* + 1. The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
		2. The tender security shall be in the amount not exceeding 2 percent of the tender price.
		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
		4. The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of
1. Cash
2. A bank guarantee
3. Such insurance guarantee approved by the Authority
4. Letter of credit.
	* 1. 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. 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.
		3. 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
		4. The tender security may be forfeited:
5. if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
6. in the case of a successful tenderer, if the tenderer fails:
	1. to sign the contract in accordance with paragraph 2.27
		1. or
	2. to furnish performance security in accordance with paragraph 2.28
7. If the tenderer rejects correction of an arithmetic error in the tender.

## Validity of Tenders

* + 1. Tenderers shall remain valid for 60 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to

paragraph 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

* + 1. 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.

## Format and Signing of Tender

* + 1. The tenderer shall prepare two copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.
		2. The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
		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.

## Sealing and Marking of Tenders

* + 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. The inner and outer envelopes shall:
			1. be addressed to the Procuring entity at the address given on he Invitation to Tender.
			2. bear the tender number and name in the Invitation to Tender and the words “DO NOT OPEN BEFORE (*day, date at time of closing)*
		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”.
		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.

## Deadline for Submission of Tenders

* + 1. Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than (*the time and date specified*).
		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
		3. Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the Appendix.

## Modification and Withdrawal of Tenders

* + 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. 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.
		3. No tender may be modified after the deadline for submission of tenders.
		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

## Opening of Tenders

* + 1. The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, at ( *the time, on the date)* and in the following location.

*( address of the procuring entity)*

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

* + 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 the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
		2. The Procuring entity will prepare minutes of the tender opening.

## Clarification of Tenders

* + 1. To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
		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.

## Preliminary Examination and Responsiveness

* + 1. The Procuring entity 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. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures the amount in words will prevail
		3. The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
		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.
		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.

## Conversion to Single Currency

* + 1. Where other currencies are used, the Procuring Entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## Evaluation and Comparison of Tenders

* + 1. The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
		2. The Procuring entity’s evaluation of a tender will exclude and not take into account
			1. in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and
			2. any allowance for price adjustment during the period of execution of the contract, if provided in the tender.
		3. The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.
		4. The Procuring entity’s evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:
			1. delivery and installation schedule offered in the tender;
			2. deviations in payment schedule from the specifications in the Special Conditions of Contract;
			3. the cost of components, mandatory spare parts and service;
			4. the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;
		5. Pursuant to paragraph 2.24.4 the following evaluation methods will be applied
1. *Delivery schedule*
	1. The Procuring entity requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring

entity’s required delivery time will be treated as non-responsive and rejected.

1. *Deviation in payment schedule*

Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

(c ) *Spare parts and after sales service facilities*

Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

* + 1. The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
		2. Preference where allowed in the evaluation of tenders shall not exceed 15%

## Contacting the Procuring Entity

* + 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. 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.

## Award of Contract

1. **Post-Qualification**
	* 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. 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.
		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.

## Award Criteria

* + 1. The Procuring entity 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.
		2. To qualify for contract awards, the tenderer shall have the following:
1. Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
2. Legal capacity to enter into a contract for procurement
3. Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
4. Shall not be debarred from participating in public procurement.

## Procuring Entity’s Right to Accept or Reject Any or All Tenders

* + 1. The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderer of the grounds for the procuring entity’s action
		2. The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination
		3. The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
		4. A tenderer who gives false information in the tender document about is 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.

## Notification of Award

* + 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. The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.
		3. Upon the successful Tenderer’s furnishing of the performance security pursuant to paragraph 2.29, the Procuring entity will simultaneously inform the other tenderers that this tenders have not been successful

## Signing of Contract

* + 1. At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
		2. Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
		3. 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.

## Performance Security

* + 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. Failure of the successful tenderer to comply with the requirements of paragraph

2.28 or paragraph 2.29 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.

## Corrupt or Fraudulent Practices

* + 1. The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has and will not be involved in corrupt or fraudulent practices.
		2. The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
		3. Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

## APPENDIX TO INSTRUCTIONS TO TENDERERS

**Notes on the Appendix to the Instructions to Tenderers**

1. The Appendix to instructions to the tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clause in the instructions to Tenderers including in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirement specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
4. The information that specifies and complements provisions of Section II to be incorporated
5. Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
6. Section II should remain unchanged and can only be amended through the Appendix.
7. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

## APPENDIX TO INSTRUCTIONS TO TENDERERS

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

THE EMPLOYER IS: The Vice Chancellor,

Kibabii University, P.O. Box 1699-50200

Bungoma.

The name (and identification number) of the project is:

**Supply, Install, Test and Commission Computer Laboratory Equipment at Kibabii University**

The Start Date shall be **as notified by the Employer.**

The Intended Completion Date for the whole of the Works shall be **Twenty Four (24) Weeks from date of site possession.**

The following documents also form part of the Contract: **add Notification of Award.**

The Site Possession Date shall be **as be as notified by the Employer.**

The Site is located **Within Kibabii University, off the Kanduyi-Chwele Road, Bungoma.**

The Defects Liability Period is **6 Months from practical completion date.**

Amount of Tender Security is Two Percent of Tender Sum and shall be in Kenya shillings in form of a bank guarantee.

Tender validity period shall be 90 days from days of tender closing and opening. Bulky documents to be registered as described in the tender invitation notice.

Remove 2.24,2,3,7

Prices indicated in the price schedule shall be a total of the following;

* 1. Price of equipment inclusive all applicable taxes, levies and duties.
	2. Charges for transport, insurance, local instantal costs and delivery to the University.
	3. Installation, testing and commissioning
	4. All applicable appliances, connection systems to the existing electrical and electronic systems in the University laboratories.
	5. Warrant in the defects liability period of six months from date of practical completion.
	6. Training of relevant University staff on the use and maintenance of equipment including the source of spares available in the Republic of Kenya.
	7. Licenses and or authority from relevant manufactures as case may be for the equipment and or Software supplied.
	8. Approval of equipment by Kenya Bureau of Standards (KEBS).
	9. All applicable brochures, catalogues, manuals as case may be. All of these must be in English.
	10. Servicing of the equipment and all back up services in the first six months of installation.
	11. All software to have license of minimum two years from the date of practical completion of the project.

The prices quoted shall be in Kenya shillings whether the equipment is from within or outside the country.

The name and Address of the Employer’s representative for the purposes of submission of tenders is:

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

Bungoma.

The tender opening date and time is **as per tender invitation notice.**

The Project Manager shall be appointed by the Employer who shall be an Engineer. Period between program updates is: **7 days**

The amount to be withheld for late submission of an updated program is **1% of certified amount to be paid to the contractor.**

The Price Adjustment clause **SHALL NOT** apply Advance payment **SHALL NOT be** granted

The rate of exchange for calculation of foreign currency payment is – **Not applicable**

The minimum insurance covers shall be:

1. Minimum cover for insurance of the works, equipment and material in respect of the supplier’s faulty design is…………………………………………………………………
2. The minimum cover for loss or damage to equipment is………………………
3. The minimum for insurance of other property is………………………………..
4. The minimum cover for personal injury or death insurance for the supplier’s employee is…………………………

and for other people is………………………………

## SECTION III: GENERAL CONDITIONS OF CONTRACT

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**SECTION III- GENERAL CONDITIONS OF CONTRACT**

## Definitions

* + 1. In this Contract, the following terms shall be interpreted as indicated:-
			1. “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.
			2. “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
			3. “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.
			4. “The Procuring entity” means the organization purchasing the Goods under this Contract.
			5. “The Tenderer’ means the individual or firm supplying the Goods under this Contract.

## Application

* + 1. These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment to the extent that they are not superseded by provisions of other part of contract.

## Country of Origin

* + 1. For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.
		2. The origin of Goods and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.

## Standards

* + 1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

## Use of Contract Documents and Information

* + 1. The Candidate 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.
		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. 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

## Patent Rights

* + 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

## Performance Security

* + 1. Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
		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. 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
1. Cash
2. Bank guarantee
3. Such insurance guarantee approved by the Authority
4. Letter of credit
	* 1. The performance security will be discharged by the Procuring entity and returned to the Candidate not late 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

## Inspection and Tests

* + 1. The Procuring entity or its representative shall have the right to inspect and/or to test the equipment 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.
		2. The inspections and tests may be conducted in the premises of the tenderer. 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. Should any inspected or tested equipment 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.
		4. The Procuring entity’s right to inspect test and where necessary, reject the equipment after the equipment arrival and installation 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.
		5. Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

## Packing

* + 1. The tenderer shall provide such packing and packaging of the equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
		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

## Delivery and Documents

* + 1. Delivery of the equipment, documents and installation of the same 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

## Insurance

* + 1. The equipment 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.

## Payment

* + 1. The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract
		2. Payments shall be made promptly by the Procuring entity as specified in the contract

## Prices

* + 1. Prices charged by the tenderer for equipment delivered and installation 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.
		2. Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
		3. Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
		4. Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## Assignment

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

## Subcontracts

* + 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

## Termination for Default

* + 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
			1. if the tenderer fails to deliver any or all of the equipment within the periods) specified in the Contract, or within any extension thereof granted by the Procuring entity
			2. if the tenderer fails to perform any other obligation(s) under the Contract
			3. 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
		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 equipment.

## Termination for convenience

* 1. **Liquidated Damages**
		1. If the tenderer fails to deliver and/or install any or all of the items 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.

## Resolution of Disputes

* + 1. The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract
		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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

## Language and Law

* + 1. The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

## Force Majeure

* + 1. The Tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

## Notices

* + 1. Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party’s address specified.
		2. A notice shall be effective when delivered or on the notices effective date, whichever is later.

## SPECIAL IV - SPECIAL CONDITIONS OF CONTRACT

**Notes on Special Conditions of Contract**

* 1. 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

* 1. 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.

1. Information that complement provisions of Section III must be incorporated and
2. Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

## SPECIAL CONDITIONS OF CONTRACT

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.

Special conditions of contract as relates to the GCC

The payments shall be paid upon the Project Manager issuing an interim certificate for certified installed, tested and commissioned works.

The amount of performance security is **Ten (10%) percent** of Tender Sum in form bank guarantee.

Liquidated and Ascertained damages**: at the rate of Kshs. 50,000/= (Fifty Thousands) per day.**

Period of honoring certificate: **60 days** Percentage of certified value retained: **10%** Limit of certified value retained : **5%**

## SECTION - V- SCHEDULE OF REQUIREMENTS AND PRICES

**Notes on Schedule of Requirements and Prices**

* 1. The Procuring entity must state whether the contract is for procurement, installation and commissioning OR whether it is for installation and commissioning only, in which case, the equipment will have been procured separately.
	2. The tenderers may use additional paper as will be necessary to indicate the details of their costing.

**BILL OF QUANTITIES FOR SUPPLYING, INSTALLATION, TESTING AND COMMISSIONING OF COMPUTER LABORATORY EQUIPMENT AT KIBABII UNIVERSITY**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **QTY** | **UNIT** | **UNIT****RATE** | **AMOUNT****KSHS** |
| A B C D E F GH | **Schedule 1: Preliminaries** |  |  |  |  |
| Firm price clause |  | Item |  |
| Government legislation |  | Item |  |
| Mobilization and demobilization |  | Item |  |
| Working drawings and manuals. |  | Item |  |
| Project Management Costs |  |  | 300,000 |
| Attendance to item E above |  | sum |  |
| Allow for training of at least two laboratory staff on the use, maintenance of the equipment and or software. | 1 | Item |  |
| Allow for laptop; Intel Core i7-6600U 2.60GHz; 8GB, 256GB SSD; Intel HDGraphics 620 complete with wireless optical mouse; OS-Windows 10 pro; AUTOCAD 2020; Tecla Tedds 2018 software; for the Project Engineer. | 1 | Item |  |
|  | **Carried to Computer Laboratory Equipment Collections Summary** |  |  |  |  |

**P1**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **QTY** | **UNIT** | **UNIT****RATE** | **AMOUNT****KSHS** |
|  | **Schedule 2: Mathematics Laboratory** |  |  |  |  |
|  | **Equipment (All Provisional)** |  |  |
|  | **(Prices to include; supplying, installation,** |  |  |
|  | **testing and commissioning; all the** |  |  |
|  | **accessories and connection items to the** |  |  |
|  | **existing Electrical and Electronic systems in** |  |  |
|  | **existence at the laboratory(s); KEBS** |  |  |
|  | **certification; one year warrant;** |  |  |
|  | **manufacturers license or software license;** |  |  |
|  | **English language manual)** |  |  |
| 1 | SPSS Statistical Software for windows 10; 64 | 20 | User |
|  | bit, version 27 |  |  |
| 2 | INSTAT Statistical software for windows 10; 64 | 20 | User |
|  | bit, version 27 |  |  |
| 3 | Win Edit for windows 10; 64 bit, version 10.3 | 20 | User |
| 4 | External Hard Disk (ITB): Generic USB 2.0 2.5" HDD Hard Disk Drive SATA External Casing | 1 | No |
|  | with Connecting Cable |  |  |
| 5 | Digital Camera; as Sony DSC-H300 H Series | 1 | No. |
|  | Digital Camera – Black |  |  |
| 6 | Computer Blower (black and decker) | 1 | No. |
| 7 | STATA Statistical software 64 bit, version 16 for | 20 | User |
|  | windows |  |  |
| 8 | SAS statistical software 64 bit, versions 9.4 | 20 | User |
| 9 | Matlab statistical software R2020a, version 9.4 | 20 | User |
|  |  |  |  |
|  | **Carried to Mathematics Laboratory****Equipment Collections** |  |  |  |  |

**ME1 OF 2**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **QTY** | **UNIT** | **UNIT****RATE** | **AMOUNT****KSHS** |
|  | **Mathematics Laboratory Equipment cont.** |  |  |  |  |
| 10 |  Ethernet switches for Computer sharing in the | 2 | No. |
|  | laboratory 16 port each |  |  |
| 11 | Printer as Laser Jet pro; MFP M130a or | 1 | No. |
|  | equivalent |  |  |
| 12 | Desktop Computer for Statistical Computing:Dell Optiplex 7070-core i7,1TB HDD,4GB of RAM;Windows 10;64-bit. | 5 | No. |
|  |  |  |  |
| 13 |  Allow for installation of software in the Computers in the University |  1 |  Lot |
|  |  |  |  |
|  14 |  Allow for supply of materials and networking of the computers |  1 | No. |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  | **Carried to Mathematics Laboratory****Equipment Collections** |  |  |  |  |
|  | **Schedule 2: Mathematics Laboratory Equipment Collections**From page ME1From page ME2 above |  |  |  |  |
|  | **Carried to Computer Laboratory Equipment****Collections Summary** |  |  |  |  |

**ME2 OF 2**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **QTY** | **UNIT** | **UNIT****RATE** | **AMOUNT****KSHS** |
|  | **Schedule 3: Geography Laboratory Equipment (All Provisional)** |  |  |  |  |
|  | **All equipment shall be surge protected; English language manual** |  |  |
|  | **(Prices to include; supplying, installation, testing and commissioning; all the accessories and connection items to the existing Electrical and Electronic systems in existence at the laboratory(s); KEBS certification; one year warrant; manufacturers license or software license)** |  |  |
| 1 | **Lockable Metallic Office Cabinets** |  |  |
|  | British Type File Cabinet Size：W915\*D400\*1830mm | 2 | No. |
|  | Packing Volume：0.176cbm |  |  |
|  | Thickness：0.5mm-0.9mm |  |  |
|  | Structure; Knock Down |  |  |
|  | Raw Material; Cold Rolled Steel |  |  |
|  | Surface; Electrostatic Powder Coating |  |  |
| 2 | **Map Cabinets** |  |  |
|  | Metal 3 Drawer File Storage Cabinet Door: 3 DoorsMaterial: MetalOpen Type: Push-Pulling Specification: W900xD450xH1000mm" | 1 | No. |
| 3 | **Laptop** |  |  |
|  | Windows 10 Home; Intel Core i7 processor; 12GB memory; 1TB hard drive;built-in wireless networking; 17" display, Bluetooth, HDMI output;wireless keyboard and mouse | 2 | No. |
|  | **Carried to Geography Laboratory Equipment****Collections** |  |  |  |  |

**GE1 OF 3**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **QTY** | **UNIT** | **UNIT****RATE** | **AMOUNT****KSHS** |
|  | **Geography Laboratory Equipment cont.** |  |  |  |  |
| 4 | **Scanner** |  |  |
|  | A3 paper size scanner Max Scan size: A3Image sensor: 5 Mega pixels (CMOS)OCR (optical character recognition) function: 180 languages OCR functionFrame Rate: 20DPI (Dots per inch): 600 Resolution: 2592X1944 | 1 | No. |
| 5 | **Desktop Computers** |  |  |
|  |  | 10 | No. |
|  | Windows 10 Home;As Intel Core i7 processor; 12GB memory; 1TB hard drive; built-in wireless networking; 27" display; Bluetooth, HDMI output; wireless keyboard and mouse |  |  |
| 6 | **Heavy Duty Color Printer** |  |  |
|  |  | 1 | No. |
|  | A3 colour laser printer; Print speed-36ppm; Paper sizes- up to A3; Paper capacity-300 |  |  |
|  |  |  |  |
|  |  |  |  |
|  | **Carried to Geography Laboratory Equipment Collections** |  |  |  |  |

**GE2 OF 3**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **QTY** | **UNIT** | **UNIT RATE** | **AMOUNT KSHS** |
|  | **Carried to Geography Laboratory Equipment****Collections** |  |  |  |  |
|  | **Schedule 3: Geography Laboratory Equipment Collections**From page GE1 From page GE2 |  |  |  |  |
|  | **Carried to Computer Laboratory Equipment****Collections Summary** |  |  |  |  |

**GE3 OF 3**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **QTY** | **UNIT** | **UNIT****RATE** | **AMOUNT****KSHS** |
|  | **Schedule 4: Information Technology Laboratory Equipment (All Provisional)** |  |  |  |  |
|  | **All equipment shall be surge protected; English language manual** |  |  |
|  | **(Prices to include; supplying, installation, testing and commissioning; all the accessories and connection items to the existing Electrical and Electronic systems in existence at the laboratory(s); KEBS certification; one year warrant; manufacturers license or software license)** |  |  |
| 1 |  **Desktop Computers** as HP Intel Core i3 HD Graphics;3.6 GHZ;4GB RAM;DDR3 1066/1333; 500GB Hard DiskD;64-bit inbuilt Hardware;Windows 10;19inch LCD;1080p sound input;1 SD 3 Card reader;Fully Multimedia | 5 | No. |
|  |  |  |  |
|  |  |  |  |
| 2 | **Jakemy Wide Service professional tool bag** | 15 | No. |
| 3 | **Networking Cable Wire Tracer/Tracker – NF801:**Supported Cables: UTP/STP RJ45/RJ11/Metal CableSupported Test: Shielded and Unshielded RJ45 (8P8C)Tone Frequency: 200HzMax. Distance of Transmission: Up to 2 Km Max. Working Current: Less than 10mA Volume Regulate Function: Audio Volume Level ControlTone Mode: 2 Tones, Adjustable Max. Signal Voltage: 8Vp-pLED Lights Display: Wiremap, Tone, Tracing Voltage Protection: AC 60V/DC 42V | 15 | No. |
|  | **Carried to Information Technology****Laboratory Equipment Collections** |  |  |  |  |

**IT1 OF 4**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **QTY** | **UNIT** | **UNIT****RATE** | **AMOUNT****KSHS** |
| 4 | **Information Technology Laboratory Equipment cont.****Portable Test benches (Laptops) as HP ENVY Laptop - 17t-cg000**Operating System: Windows 10Processor and Graphics: Intel® Core™ i7- 1065G7 (1.3GHz, up to 3.9GHz, 8MB L3cache,4 cores)+NVIDIA® GeForce® MX330(4 GB)Display: 17.3" diagonal FHD, IPS, WLED- backlit, multitouch-enabled, edge-to-edge glass (1920x1080), 17.3" diagonal 4K UHD, IPS,WLED-backlit, edge-to-edge glass (3840x2160) Memory: 16GB DDR4-3200 SDRAM (1x16GB), 32GB DDR4-3200 SDRAM (2x16GB)Storage: 1TB PCIe® NVMe™ M.2 SSD Primary Battery: 4-cell, 55 Wh Li-ion Color: Natural silverKeyboard: Full-size island-style backlit natural silver keyboard with numeric keypad Personalization: as HP Wide Vision HD Camera with camera shutter and integrated dual array digital microphoneWireless Technology: Intel® Wireless-AC 9560 802.11b/g/n/ac (2x2) Wi-Fi® and Bluetooth® 5 Combo (Supporting gigabit file transfer speeds); Intel® Wi-Fi 6 AX 201 (2x2) and Bluetooth® 5 combo (Supporting Gigabit file transfer speeds) Audio: Audio by Bang & Olufsen; Dual speakers; HP Audio BoostPointing Device: Precision Touchpad Support External I/O Ports: 1 SuperSpeed USB Type-C® 10Gbps signaling rate (USB Power Delivery, DisplayPort™ 1.4, HP Sleep and Charge); 1 SuperSpeed USB Type-A 5Gbps signaling rate (HP Sleep and Charge); 2 SuperSpeed USBType-A 5Gbps signaling rate; 1 HDMI 2.0; 1 RJ-45; 1 AC smart pin; 1 headphone/microphone comboPower Supply: 65W AC power adapter Energy Efficiency: Energy Star® certified; EPEAT® Silver registeredDimensions (WXDXH): 15.71x10.2x0.76 inch | 6 | No. |  |  |
|  | **Carried to Information Technology****Laboratory Equipment Collections** |  |  |  |  |

**IT2 OF 4**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **QTY** | **UNIT** | **UNIT****RATE** | **AMOUNT****KSHS** |
|  | **Information Technology Laboratory** |  |  |  |  |
|  | **Equipment cont.** |  |  |
| 5 | **D-Link DGS-1024D 24-Port Unmanaged** | 3 | No. |
|  |  |  |  |
| 6 | **Printer as HP LaserJet Pro MFP M426fdn** |  |  |
|  |  | 4 | No. |
|  | Multifunction Laser Printer- Print, copy, scan, |  |  |
|  | fax; Print speed letter- Up to 40 ppm (black); |  |  |
|  | Auto duplex printing-Scan to email; 50-sheet; |  |  |
|  | ADF-2 paper trays (standard); Uses toner with |  |  |
|  | Jet Intelligence. |  |  |
| 7 | **Epson EB-X41 XGA 3LCD Projector** |  |  |
|  |  | 3 | No. |
|  | White and Colour Brightness at 3,600lm; XGA |  |  |
|  | resolution; High contrast ratio of 15,000:1; |  |  |
|  | Horizontal keystone slider; 10,000 hours lamp |  |  |
|  | life in eco-mode. |  |  |
|  | **Carried to Information Technology Laboratory Equipment Collections** |  |  |  |  |

**IT3 OF 4**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **QTY** | **UNIT** | **UNIT****RATE** | **AMOUNT****KSHS** |
|  | **Information Technology Laboratory Equipment cont.** |  |  |  |  |
| 8 | **Computer Blower (Black and Decker)** |  |  |
|  |  | 5 | No. |
|  | Voltage- 230V; Power- 600W; No Load Speed- 0-16000 rpm; Air Volume- 3.5m3/min; Cord Length:3Meters |  |  |
| 9 | **2TB External Hard Drive USB as Transcend****3.1 Gen 1 StoreJet 25M3S** | 3 | No. |
|  | Digital Storage Capacity-2048 GB; Hardware Interface- USB; Model- TS2TSJ25M3S; USB 3.1 Gen 1 interface; Up to 2TB storage capacity;Three-stage shock protection system; One- touch auto backup button |  |  |
|  |  | 1 | Lot |
| 10 | Allow for networking of the computers in thelaboratory |  |  |

**IT4 OF 4**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **QTY** | **UNIT** | **UNIT****RATE** | **AMOUNT****KSHS** |
|  | **Schedule 5: Media Laboratory Equipment.** |  |  |  |  |
|  | **(All Provisional)** |  |  |
|  | **All equipment shall be surge protected;** |  |  |
|  | **English language manual** |  |  |
|  | **(Prices to include; supplying, installation,** |  |  |
|  | **testing and commissioning; all the** |  |  |
|  | **accessories and connection items to the** |  |  |
|  | **existing Electrical and Electronic systems in** |  |  |
|  | **existence at the laboratory(s); KEBS** |  |  |
|  | **certification; one year warrant;** |  |  |
|  | **manufacturers license or software license)** |  |  |
| 1 | Smart TV SET as LG 65" 4K UHD complete with | 1 | No. |
|  | wall bracket |  |  |
| 2 | Lens as SIGMA DC 18 – 250mm | 2 | No. |
| 3 | 35mm Lens as Nikon AF-S Nikkor 1.8G | 1 | No. |
| 4 | U-Grip Triple Shoe Mount Video Action Stabilizing Handle Grip Rig as Ulanzi | 2 | No. |
| 5 | Air 2 Camera LED Video Light Panel On Camera 3200K-5500K with Battery Charger as | 1 | No. |
|  | YONGNUO YN300 |  |  |
| 6 | Air Camera LED Video Light with Power Adapter LED Studio Lighting 3200K-5500K YN600air as | 1 | No. |
|  | YONGNUO YN600 |  |  |
| 7 | PHOTOGRAPHY Fill Ligth 3000k-5000k LEDlight Bi-Color as SUNWAYFOTOT FL-96 | 2 | No. |
| 8 | EPSON LED 86C Wifi 5000 Lumens Full HD Red Blue 3D HDMI Home Theater Projector | 1 | No. |
| 9 | Universal 8-Bay Charger for AA, AAA, C, D and 9V Ni-MH and Ni-Cd Rechargeable Batteries | 2 | No. |
|  | with Discharge Function |  |  |
|  | **Carried to Media Laboratory Equipment****Collections** |  |  |  |  |

**ML1 OF 2**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **QTY** | **UNIT** | **UNIT****RATE** | **AMOUNT****KSHS** |
|  | **Media Laboratory Equipment cont.** |  |  |  |  |
| 10 | Mark II as Canon EOS C100 | 1 | No. |
|  |  |  |  |  |  |

**ML2 OF 2**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ML8 EM** | **DESCRIPTION** | **QTY** | **UNIT** | **UNIT****RATE** | **AMOUNT****KSHS** |
|  | **Schedule 6: Journalism and Mass** |  |  |  |  |
|  | **Communication Laboratory Equipment** |  |  |
|  | **(All Provisional)** |  |  |
|  | **All equipment shall be surge protected;** |  |  |
|  | **English language manual** |  |  |
|  | **(Prices to include; supplying, installation,** |  |  |
|  | **testing and commissioning; all the** |  |  |
|  | **accessories and connection items to the** |  |  |
|  | **existing Electrical and Electronic systems in** |  |  |
|  | **existence at the laboratory(s); KEBS** |  |  |
|  | **certification; one year warrant;** |  |  |
|  | **manufacturers license or software license)** |  |  |
| 1 | Camera as Canon XA15 Compact Full HD Camcorder with SDI, HDMI, and Composite | 3 | No. |
|  | Output |  |  |
| 2 | DSLR Camera as Canon EOS 90D DSLR Camera with 18-55mm Lens | 1 | No. |
| 3 | Lense as Canon 100-400mm F4 IS II USM | 2 | No. |
| 4 | Full set desktop computer with:RAM 32 GB,HD 1 TB.CPU Core i7(3.4GHZ and above),screen 22 inch,dedicated 2GB nividia graphic card,inbuilt speakers and microphone as HP | 1 | No. |
| 5 | Laptop as HP 15-Inch FHD Laptop,intel core i7-8GB RAM,1TB | 2 | No. |
| 6 | Tolifo PT-30B Pro Big-Colour Led Camera Video Light Panel Ultra-Thin + Stand | 2 | No. |
| 7 | Tripod Stand MANFROTTO 290XTRA Tripod Stand | 5 | No. |
|  |  |  |  |

**MC1 OF 1**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **QTY** | **UNIT** | **UNIT****RATE** | **AMOUNT****KSHS** |
|  | **Schedule 7: ICT Laboratory Equipment (All Provisional)** |  |  |  |  |
|  | **All equipment shall be surge protected; English language manual** |  |  |
|  | **(Prices to include; supplying, installation, testing and commissioning; all the accessories and connection items to the existing Electrical and Electronic systems in existence at the laboratory(s); KEBS certification; one year warrant; manufacturers license or software license)** |  |  |
| 1 | **Laptops** |  |  |
|  | Intel® Core i7-6600U 2.60GHz 8GB, 256GB SSDIntel HD Graphics 620 OS: Windows 10 pro. | 10 | No. |
| 2 | **Desktop Computer** |  |  |
|  | Intel Core i52GB RAM 500GB Hard Disk 7200 rpm 64-bit inbuilt hardwareIntel High Definition (HD) graphics 40019.5 inches TFT | 27 | No. |
| 3 | **Pointer** |  |  |
|  | Size:about150\*85\*31 mm(Package) Transmitter size:130\*19\*18mm Receiver size:70\*22\*10mm | 2 | No. |
|  | **Carried to ICT Laboratory Equipment****Collections** |  |  |  |  |

**ICT1 OF 3**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **QTY** | **UNIT** | **UNIT****RATE** | **AMOUNT****KSHS** |
|  | **ICT Laboratory Equipment cont.** |  |  |  |  |
| 4 | **Photocopier** |  |  |
|  | Up to 30 A4 pages per minute in b/w2 GB RAM, 32 GB SSD optional 320GB HDDStandard network and mobile printing as well as colour scanningOptional expandable fax functions: dual fax, network fax and Internet faxSelectable one-path duplex and 2 reversing document processorsIndividual paper handling options including stapling and punchingComprehensive support for all state of-the-art mobile communications | 1 | No. |
| 5 | **Heavy Duty Photo Copier** |  |  |
|  | Up to 50 A4 pages per minute in b/w 4GB RAM, 32GB SSD optional 320GB HDDCustomizable 9″ Colour Touch Screen with Tablet-Like Home Screen | 1 | No. |
|  | Standard network and mobile printing as well as colour scanningOptional expandable faxFunctions: dual fax, network fax and Internet faxSelectable one-path duplex and 2 reversing document processorsIndividual paper handling options including stapling and punchingComprehensive support for allstate of-the-art mobile communications |  |  |
|  | **Carried to ICT Laboratory Equipment****Collections** |  |  |  |  |

**ICT2 OF 3**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **QTY** | **UNIT** | **UNIT****RATE** | **AMOUNT****KSHS** |
|  | **Information Technology Laboratory Equipment cont.** |  |  |  |  |
| 6 | **Printer** |  |  |
|  | Print Resolution: 1200 x 1200 dpi Print Speed: 45 ppmFirst Print Out Time: 11.3 Seconds Automatic Duplexing & Mobile Printing 4-Line Colour LCD ScreenInput Capacity: 650 SheetsUSB 2.0 and Ethernet Connectivity | 10 | No. |
| 7 | **Projector** | 5 | No. |
|  | X3260 portable projector. Featuring 3,300 lumens of color/ white brightness1Offering SVGA resolution (80E0 x 600),It also supports HDMI, for compatibility with laptops and media players.With high Color Brightness2 and wide Color Gamu |  |  |
|  | **Carried to ICT Laboratory Equipment****Collections** |  |  |  |  |
|  | **Schedule 7: ICT Laboratory Equipment Collections**From page ICT1 From page ICT2From page ICT3 above |  |  |  |  |
|  | **Carried to Computer Laboratory Equipment****Collections Summary** |  |  |  |  |

**ICT3 OF 3**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **QTY** | **UNIT** | **UNIT RATE** | **AMOUNT KSHS** |
|  | **Schedule 8: Computer Science Laboratory Equipment (All Provisional)** |  |  |  |  |
|  | **All equipment shall be surge protected; English language manual** |  |  |
|  | **(Prices to include; supplying, installation, testing and commissioning; all the accessories and connection items to the existing Electrical and Electronic systems in existence at the laboratory(s); KEBS certification; one year warrant; manufacturers license or software license)** |  |  |
| 1 | **Desktop Computers** |  |  |
|  | Intel Core i7, RAM 64, HDD1TB, Graphics: Nivida GeForce GTX 1660-RTX2080 Ti as Dell XPS Tower special Edition | 24 | No. |
| 2 | **8051 Lab Trainer kit as 80C51(Intel) Pantech Solutions Pvt Ltd** |  |  |
|  | Operating Frequency : 10MHz crystal40-pin IC base | 40pin-ZIF Socket (optional) for MCU32KB-SRAM for user Data32KB-EEPROM for Monitor Program 2x16 Char LCD display24 I/O Pins for (8255)32 I/O Pins for 8051 (MCU-P89V51RD2)40-Pin FRC connector for Bus Extension20-Pin FRC connector Add-on Interface from 82559-pin DB connector for UART (RS232) interface ISP Programming for (MCU-P89V51RD2)101 PC Type keyboard to enter user address/data commandsSeparate Jumper for INT/EXT memory selection P89V51RD2 (NXP) - | 64K FLASH (OPTIONAL) 2X16 LCDBaud rate(Seven different selectable Baud rates from 150 to 9600) | 3 | No. |
|  | **Carried to Computer Science Laboratory****Equipment Collections** |  |  |  |  |

**CS1 OF 2**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **QTY** | **UNIT** | **UNIT RATE** | **AMOUNT KSHS** |
| 3 | **Computer Science Laboratory Equipment cont.****8085 Lab Trainer Kit as Pantech**Kit includes; Intel 8085 Microprocessor Trainer Kit (INTEL – 8085)Power AdaptorRS232 Cable | PC104 Keyboard User Guide: HW/SWCD Contains:CodeDatasheets Features:Devices: 8085(Intel) Clock: 6.144MHz crystal 32KB-SRAM for user Data16KB-EEPROM for Monitor Program 2x16 Char LCD display48 Programmable I/O Pins for (2 x 8255)Three 16-bit programmable timers (8253/8254) 40-Pin FRC connector for Bus Extension20-Pin FRC connector Add-on Interface from 82559-pin DB connector for UART (RS232) interface Built-in assembler and disassembler101-PC Type keyboard to enter user address/data commandsSoftware Monitor for loading and executing programs with breakpoint facility | 3 | No. |  |  |

**CS2 OF 2**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **QTY** | **UNIT** | **UNIT****RATE** | **AMOUNT****KSHS** |
|  | **Schedule 9: Forensic Laboratory Equipment (All Provisional)** |  |  |  |  |
|  | **All equipment shall be surge protected; English language manual** |  |  |
|  | **(Prices to include; supplying, installation, testing and commissioning; all the accessories and connection items to the existing Electrical and Electronic systems in existence at the laboratory(s); KEBS certification; one year warrant; manufacturers license or software license)** |  |  |
| 1 | **Digital Camera as Nikon D700** | 2 | No. |
|  | Enclosure Material: Magnesium alloy optical sensor type: CMOSOptical sensor size; APS-5 (15.6 x23.8mm) Field of View Crop factor; 1.5Sensor Features: Self-cleaning sensor Unit Image Processor: EXPEED 2System: TTL contrast and face detectionFace detection details; Face zoom face priority AF functionAE/AF control; 3D tracking AF, auto area AF, Dynamic ara AFFace priority AF |  |  |
| 2 | **Audio Recorder as Sony ICD PX 333** | 5 | No. |
|  | Good audio quality: variable recording setting convenient to carry: weighing a few ounces In built memory card, USBAbility to store files into different foldersEase of sharing files- compatible with windows and Apple computers.To have editing capability Battery life: at least 48 hoursVoice activation- record when sound is detected interface: Intuitive physical buttons and the main navigation menuQuick start up |  |  |
|  | **Carried to Forensic Laboratory Equipment Collections** |  |  |  |  |

**PL1 OF 4**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **QTY** | **UNIT** | **UNIT****RATE** | **AMOUNT****KSHS** |
|  | **Forensic Laboratory Equipment cont.** |  |  |  |  |
| 3 | **LCD Projector as Sharp-PG-C30X** |  |  |
|  | Compact and light weight in Design- ease of portabilityHigh brightness of 1700NSI Lumens and low fan noiseExcellent PC compatibility: compatible in advanced intelligent compression.Remote periodical Diagnosis and multiple Projector ControlSuperior Image quality: High Video quality compatible with DVD,HDTV and DTV3D Digital Uniformity and Digital Convergence Simple operation: Anti-Aliansing Digital Keystone Correction(IDWS),Auto Response Adjust(ARA),Easy to use NavitronGUI(Graphical User Interface(GUI) Multiple language on screen Display Component input via Computer Input Color temperature adjustment on key Lock functionPower saving mode on standbyPresentation support: Enlarge, Freeze, Built in Presentation Tools, Start up images,Dot by Dot mode. | 1 | No. |
| 4 | **Binoculars** | 10 | No. |
|  | Compact; Focus Free; Fog-proof ;Hands-Free; Night Vision; Reticle; Shock Proof; Tripod; Adaptable; Waterproof |  |  |
|  | **Carried to Forensic Laboratory Equipment****Collections** |  |  |  |  |

**PL2 OF 4**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **QTY** | **UNIT** | **UNIT****RATE** | **AMOUNT****KSHS** |
|  | **Forensic Laboratory Equipment cont.** |  |  |  |  |
| 5 | **Printer/Photocopier** | 1 | No. |
|  | Print speed: at least 10 color pages per minute and 20 B&W pages per minutePrinter quality: Minimum resolution of 600 x 600 dots per inch for black and white and 1200 x 1200 for color print outsDuty cycle: 20000-25000 paper rangeScanner Resolution: minimum resolution of 1200 x 600Scanner element type: color contact image scanners(CIS)OCR scanner software and other interface softwareCopy speed: minimum of 25 pages per minute Document sizing: from 25 percent to 400 percent Automatic Document Feeder: matching with the memoryFax page Memory: minimum of 100 pages of fax memoryConnectivity: WIFI,LAN,BLUE TOOTH,USB |  |  |
| 6 | **Desk Top Computers** | 10 | No. |
|  | Core i7 Processor8GB RAM, 500GBHDD25 inches screen |  |  |
| 7 | **One on One camera** | 1 | No. |
|  | View Angle; 360 Degree Minimum Panoramic ViewGimbal Easily Adjustable, 2-Axis w/3600 pan and 900 tilt.Electronic Shutter; Programmable shutter speed. IR Illumination; IR corrected lens.Resolution @ 1/4. Total; 4096 H x 768 V & Per Sensor: 1024 H x 768 V.Video Analytics; Motion Detection and Camera Sabotage Analytics. |  |  |
|  | **Carried to Forensic Laboratory Equipment Collections** |  |  |  |  |

**PL3 OF 4**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **QTY** | **UNIT** | **UNIT****RATE** | **AMOUNT****KSHS** |
| 8 | **Forensic Laboratory Equipment cont. Uninterrupted Power Supply (UPS)**Input voltage; 220V Output Frequency; 50Hz Output Voltage; 220V Grid Frequency; 50HzNumber of Batteries; 2(12V/15Ah PEM fuel cell 30 @35AMaximum output power; 1kVA DC link Voltage; 360V | 3 | No. |  |  |
|  | **Carried to Forensic Laboratory Equipment****Collections** |  |  |  |  |
|  | Schedule 9: Forensic Laboratory Equipment CollectionsFrom page PL1 From page PL2 From page PL3From page PL4 above |  |  |  |  |
|  | **Carried to Computer Laboratory Equipment Collections Summary** |  |  |  |  |

**PL4 OF 4**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **QTY** | **UNIT** | **UNIT****RATE** | **AMOUNT****KSHS** |
| 12 | **Schedule 10: Laboratory Equipment Fittings**Supply and fix desktop computer tables as; 25mm block board on with SHS 25x25x2mm frame to Engineers approval.Supply and fix student computer chairs from 9mm ply wood seat and backrest on CHS 25x3mm frame to Engineers approval. | 9696 | No.No. |  |  |
|  | **Carried to Computer Laboratory Equipment****Collections Summary** |  |  |  |  |

**LF1 OF 1**

|  |  |  |
| --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **AMOUNT****KSHS** |
|  | **Provisional Sum**Allow for electrical worksContingency sum of Kshs. 1,000,000 (One Million) | 1,500,0001,000,000 |
|  | **Total Carried to Bill of Quantities Summary** | 2,500,000 |

**C1**

|  |  |  |
| --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **AMOUNT KSHS** |
|  | **Computer Laboratory Equipment Collections** |  |
|  | **Summary** |
| 1 | Schedule 1- Preliminary Items- Page P1 |
| 2 | Schedule 2 – Mathematics Lab Equipment- Page ME2 |
| 3 | Schedule 3 – Geography Lab Equipment- Page GE4 |
| 4 | Schedule 4 – IT Lab Equipment- Page IT4 |
| 5 | Schedule 5 – Media Lab Equipment- Page ML17 |
| 6 | Schedule 6 – Journalism & Mass communication Lab |
| 7 | Equipment- Page MC3 |
| 8 | Schedule 7 – ICT Lab Equipment- Page ICT3 |
|  | Schedule 8 – Computer Science Lab Equipment- Page CS21 |
| 9 | Schedule 9 – Forensic Lab Equipment- Page PL15 |
| 10 | Schedule 10- Laboratory Equipment Fittings LF1 |
|  | **Total Carried to Bill of Quantities Summary** |  |

**BOQ1**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **QTY** | **UNIT** | **UNIT****RATE** | **AMOUNT****KSHS** |
|  | **BILLS OF QUANTITIES SUMMARY**Computer Laboratory Equipment Collection SummaryContingence Sums**Total Carried to Form of Tender**Signed: ……………………………………Address: ………………………………………………………………………………Date: ………………………………………Witness:Name: ……………………………………Address: ………………………………………………………………………………. Date: ……………………………………. |  |  |  | 2,500,000 |

**BOQ2**

N/B: Those interested to quote should make sure that schedules are quoted separately and totals given for each schedule. Bidders should quote for all items in any schedule they are interested to quote. Failure of which will make it difficult to be evaluated and compared with others. Those interested to quote for more than one schedule/Laboratory are encouraged to do so.

## SECTION VI - TECHNICAL SPECIFICATIONS

* 1. **GENERAL**
		1. These specifications describe the basic requirements for equipment. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.
		2. Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specific requirement.
		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
		4. The tenderers are requested to present information along with their offers as follows;-
			1. Shortest possible delivery period of each product
			2. Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses

## SECTION VI – TECHNICAL SPECIFICATIONS

* 1. **PARTICULARS**

[*Text of Technical Specifications to be inserted in the tender documents by the Procuring entity, as applicable]*

## SECTION VII – STANDARD FORM

1. Form of tender………………………………………… 72

2. Contract Form ……………………………………….. 74

* 1. Form of Tender Security 76
	2. Performance Bank Guarantee…………………………. 77
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	4. Qualification Information… 78
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	6. Confidential Business Questionnaire………………… 90
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2. Notification of award… 93
3. Public procurement administrative review board… 94
4. Manufacturer’s Authorization Form 95

**FORM OF TENDER**

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

Bungoma.

Dear Sir,

## Supply, Install, Test and Commission Computer Laboratory Equipment at Kibabii University.

In accordance with the Instructions to Tenderers, Conditions of Contract, Specifications and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of: Kshs… *[Amount in figures]*

Kenya Shillings… *[Amount in words]*

We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer’s notice to commence, and to complete the whole of the Works comprised in the Contract within a period of Fifty Two (52) Weeks. We agree to abide by this tender for a period of 120 days from the date of tender opening and shall remain binding upon us and may be accepted at any time before that date.

Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall not constitute a binding Contract between us.

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

Dated this ……………….. day of …………………20…..

Signature …………………. Name; …………………………………

in the capacity of ………………………………………….

duly authorized to sign tenders for and on behalf of:

……………………………………………..………………………..*[Name of Tenderer*] of… [*Address of Tenderer]*

PIN No. ……………………………………………………………..

VAT CERTIFICATE No. …………………………………………

Witness: Name ………………………………………………….

Address ……………………………………………….

Signature ………………………………………………

## CONTRACT FORM

THIS AGREEMENT made the day of 20

between ……………… [*name of Procurement entity)* of ……….. [*country of Procurement entity]* (hereinafter called “the Procuring entity) of the one part and

…………………….. [*name of tenderer]* of ………….. [*city and country of tenderer]*

(hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for [certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of

…………………………… [*contract price in words and figures]* (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
3. The filled Tender Form and the Priced Schedule submitted by the tenderer
4. The Schedule of Requirements
5. The Technical Specifications
6. The General Conditions of Contract and Appendix to GCC
7. The Special Conditions of contract; and Appendix to SCC
8. The Procuring entity’s Notification of Award
9. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy the defects therein in conformity in all respects with the provisions of this Contract
10. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

**IN WITNESS** whereof the parties 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 Tenderer…………………………………………….

In the presence of

(i) Name ………………………………………………………………….

Address…………………………………………………………………

Signature………………………………………………………………

(ii) Name……………………………………………………………………

Address………………………………………………………………..

Signature…………………………………………………………….

## FORM OF TENDER SECURITY

Whereas [*name of the tenderer]*

(hereinafter called “the tenderer”) has submitted its tender dated [*date of*

*submission of tender]* **To Supply, Install, Test and Commission Computer Laboratory Equipment at Kibabii University.** (hereinafter called “the Tender”)

…………………………………………….. KNOW ALL PEOPLE by these presents that WE ……………………… ……………… of ………………………………………….

having our registered office at (hereinafter called “the Bank”), are

bound unto [*name of Procuring entity}* (hereinafter called “the Procuring

entity”) in the sum of for which payment well and truly

to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 20 .

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
	1. fails or refuses to execute the Contract Form, if required; or
	2. fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

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

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

………………………………….. ………………………………

*(Date) (Signature of the Bank)*

………………………………… ……………………………..

*(Witness) (Seal)*

## PERFORMANCE BANK GUARANTEE

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

Bungoma.

WHEREAS …………………………………… [*name of tenderer*] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. [*reference number of the contract]* dated 20 to **Supply, Install, Test and Commission Computer Laboratory Equipment at Kibabii University.** (hereinafter called “the Contract”).

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [*amount of the guarantee in*

*words and figure]* and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of …………………….. [*amount of guarantee]* as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of 20

Signed and seal of the Guarantors

SIGNATURE AND SEAL OF THE GUARANTOR …………………………….

Name of Bank ………………………………………………………………….

Address …………………………………………………………………………

Date …………………………………………………………………………………

## MANUFACTURER’S AUTHORIZATION FORM

To: [*name of the Procuring entity] …………………*

WHEREAS …………………………………………………………[ *name of the manufacturer]* who are established and reputable manufacturers of …………………..

[*name and/or description of the goods]* having factories at

………………………………… [*address of factory]* do hereby authorize

………………………… [*name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No.

………………………. [*reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[*signature for and on behalf of manufacturer]*

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by an authorized person.

## GENERAL INFORMATION

1. **Individual Tenderers or Individual Members of Joint Ventures**
	1. **LEGAL STATUS OF TENDERER**

Constitution or legal status of tenderer (attach copy of Incorporation Certificate or registration of business);

Place of registration:

Principal place of business

Power of attorney of signatory of tender

## TOTAL ANNUAL VOLUME OF SUPPLY WORKS PERFORMED IN THE LAST FIVE YEARS

|  |  |
| --- | --- |
| **YEAR** | **VOLUME** |
|  | Currency | Value |
| 2019 |  |  |
| 2018 |  |  |
| 2017 |  |  |
| 2016 |  |  |
| 2015 |  |  |

* 1. **CONTRACTS COMPLETED IN THE LAST FIVE (5) YEARS**

Work performed on works of a similar nature (Projects of supply and installation of computer and or related ICT equipment in Kenya), complexity and volume over the last 5 years. (Copies of Completion Certificates, acceptance report from reputable Clients, serviced local service orders, serviced local purchase orders and contacts of Project Manager of each works listed **MUST** be attached)

|  |  |  |  |
| --- | --- | --- | --- |
| **PROJECT NAME** | **NAME OF CLIENT AND PROJECT MANAGER** | **TYPE OF WORK AND YEAR OF COMPLETION** | **VALUE OF CONTRACT****(Kshs.)** |
|  |  |  |  |

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

|  |  |  |
| --- | --- | --- |
| ………………………. | …………………………. | …………………. |
| Title | Signature | Date |

## SCHEDULE OF ON-GOING PROJECTS

Details of on-going or committed projects of similar nature (Projects of supply and installation of computer and or related ICT equipment in Kenya), including expected completion date.(Copies of Notification of Award and or Contract Agreements and or Local Purchase Order and or Local Service order. Name and contact of the Project Manager for each of the project **MUST** be attached)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **PROJECT NAME** | **NAME OF CLIENT AND PROJECT****MANAGER** | **CONTRACT SUM (KSHS)** | **% COMPLETION** | **START AND COMPLETION DATE OF****PROJECT** |
|  |  |  |  |  |

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

|  |  |  |
| --- | --- | --- |
| …………………. | …………….…………… | …………………. |
| Title | Signature | Date |

## SCHEDULE OF MAJOR MANUFACTURER LICENSES OR AUTHORIZATION TO ENABLE EXECUTION OF THE CONTRACT

|  |  |
| --- | --- |
| **SERIAL NO.** | **LICENSE AND OR AUTHORIZATION AND NAME OF MANUFACTURER OR DEVELOPER** |
|  |  |

I certify that the above information is correct.

|  |  |  |
| --- | --- | --- |
| …………………….. | ……... …………………. | ……... …………… |
| Title | Signature | Date |

## KEY PERSONNEL

Qualifications and experience of key personnel Proposed for administration and execution of the Contract. (Attach CV, copies of letter of engagement to the tenderer and copies of Academic and Professional certificates)

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **POSITION** | **NAME** | **HIGHEST ACADEMIC AND PROFESSIONAL QUALIFICATION** | **YEARS OF EXPERIENCE (GENERAL)** | **YEARS OF EXPERIENCE IN PROPOSED****POSITION** |
|  |  |  |  |  |

I certify that the above information is correct.

|  |  |  |
| --- | --- | --- |
| …………………….. | ……... …………………. | ……... …………… |
| Title | Signature | Date |

## FINANCIAL REPORTS FOR THE LAST THREE YEARS (2017, 2018 and 2019)

**(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 ACCESS TO 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. .

## NAME, ADDRESS AND TELEPHONE, EMAILS OF BANKS

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

|  |  |  |  |
| --- | --- | --- | --- |
| **NAME** | **ADDRESS** | **TELEPHONE** | **EMAIL** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

* 1. **STATEMENT OF COMPLIANCE**
		1. I confirm compliance of all clauses of the General Conditions, General Specifications and Particular Specifications in this tender.
		2. I confirm I have not made and will not make any payment to any person, which can be perceived as an inducement to win this tender.

Signed: *for and on behalf of the Tenderer*

Date: …………………….

Official Rubber Stamp: ……………………………………………………………

## PROPOSED PROGRAM (WORK METHOD AND SCHEDULE) FOR THE WHOLE OF THE WORKS.

* 1. **JOINT VENTURES**

The information listed in 1.1 – 1.10 above shall be provided for each partner of the joint venture.

The information required in 1.11 above shall be provided for the joint venture.

Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture

Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:

* + 1. all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
		2. one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
		3. the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

## TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer

………………………………………………………………………………………

1. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)

………………………………………………………………………………………

1. Telephone number (s) of tenderer

………………………………………………………………………………………

1. Telex address of tenderer

………………………………………………………………………………………

1. Name of tenderer’s representative to be contacted on matters of the tender during the tender period

………………………………………………………………………………………

1. 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

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

## 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 2 (d) 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………………………………..

Nature of Business…………………………………………………………………..

Current Trade Licence No…………………… Expiring date…………………

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

Name of your bankers………………………………………………………………

Branch…………………………………………………………………………………

*Part 2 (a) – Sole Proprietor*

Your name in full…………………………………… Age…………………………

Nationality………………………………… Country of Origin…………………

\*Citizenship details …………………………………………………………………

*Part 2 (b) – Partnership*

*Give details of partners as follows:*

*Name in full Nationality Citizenship Details Shares*

1……………………………………………………………………………………

2……………………………………………………………………………………

3……………………………………………………………………………………

### Part 2(c) – Registered Company:

Private or public……………………………………………………………

State the nominal and issued capital of the Company-

Nominal Kshs…………………………………………………………………

Issued Kshs……………………………………………………………………

Give details of all directors as follows:

Name in full . Nationality. Citizenship Details\*. Shares.

1.

………………………………………………………………………………………

2.

………………………………………………………………………………………

3.

………………………………………………………………………………………

4.

………………………………………………………………………………………

### Part 2(d) – Interest in the Firm:

Is there any person / persons in (*Name of Employer)* who has interest

in this firm? Yes/No… (*Delete as necessary*)

I certify that the information given above is correct.

|  |  |  |
| --- | --- | --- |
| ……………………… | ……………………… | ………………… |
| *(Title)* | *(Signature)* | *(Date)* |

* Attach proof of citizenship

## DETAILS OF SUB-CONTRACTORS (SUB- SUPPLIERS)

If the Tenderer wishes to sublet any portions of the Works under any heading, he must give below details of the sub-contractors he intends to employ for each portion.

Failure to comply with this requirement may invalidate the tender.

1. Portion of Works to be sublet: …………………………………………………

Full name of Sub-contractor and address of head office:

………………………………………………………………………………….

Sub-contractor’s experience of similar works carried out in the last 3 years with Contract value: ………………………………………………………………

1. Portion of Works to sublet: …………………………………………..

Full name of sub-contractor and address of head office:

…………………………………………………………………………………..

Sub-contractor’s experience of similar works carried out in the last 3 years with contract value: …………………………………………………….……………

[Signature of Tenderer) Date

## LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To:

RE: Tender No.

Tender Name

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

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

*(FULL PARTICULARS)*

SIGNED FOR ACCOUNTING OFFICER

## FORM RB 1

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO…………….OF……….….20……...

BETWEEN

…………………………………………….APPLICANT AND

…………………………………RESPONDENT *(Procuring Entity*)

Request for review of the decision of the… (*Name of the Procuring Entity)* of

……………dated the…day of ………….20……….in the matter of Tender No………..…of 20…

## REQUEST FOR REVIEW

I/We……………………………,the above named Applicant(s), of address: Physical address…………….Fax No……Tel. No……..Email ……………, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

1.

2.

etc.

By this memorandum, the Applicant requests the Board for an order/orders that: - 1.

2.

etc

SIGNED (Applicant)

Dated on…………….day of ……………/…20…

## FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on

………… day of ………....20….………

SIGNED

# Board Secretary

**SECTION VIII: TENDER EVALUATION CRITERIA**

After tender opening, the tenders will be evaluated in 3 stages, namely:

1. Preliminary Evaluation
2. Technical Evaluation
3. Financial Evaluation.

## PRELIMINARY EVALUATION

This stage of evaluation shall involve examination of the pre-qualification conditions as set out in the Tender Advertisement Notice or Letter of Invitation to Tender and any other conditions stated in the bid document.

These conditions shall be the following:

1. Certificate of incorporation of company or registration of Business in the Republic of Kenya.
2. Single Business Permit with relevant County Government where the tenderers head office resides.
3. Current Valid Tax Compliance Certificate issued by Kenya Revenue Authority.
4. Provision of Valid bid security.
5. Dully filled Form of Tender.

The Employer may seek further clarification/confirmation if necessary to confirm authenticity/compliance of the information given as requested above.

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

1. **TECHNICAL EVALUATION**

The tender document shall be evaluated 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 tenderers may also attach the required information if they so desire.

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

**PARAMETER MAXIMUM**

**POINTS**

|  |  |
| --- | --- |
| 1) Statement of Compliance --------------------------------------------------- | 1 |
| 2) Tender Questionnaire - ------------------------------------------------------ | 2 |
| 3) Confidential Business Questionnaire ------------------------------------ | 3 |
| 4) Name, address and telephone of Contractors banks-------------------- | 2 |
| 5) Litigation History ----------------------------------------------------------- | 4 |
| 6) Key personnel - ------------------------------------------------------------- | 8 |
| 7) Contract Completed in the last Five (5) years - ------------------------- | 18 |
| 8) Schedules of on-going projects -------------------------------------------- | 12 |
| 9) Schedules of license and authorization for equipment and software -------- | 18 |
| 10) Audited Financial Report for the last 3 years------------------ --------- | 10 |
| 11) Evidence of Financial Resources ---------------------------------------- | 14 |
| 12) Sanctity of the tender document ------------------------------------------- | 3 |
| 13) Arrangement of attached documents in prescribed order--------------- | 5 |

**TOTAL 100**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Description** | **Point Scored** | **Max. Point** |
| **i** | **Statement of Compliance**Signed and stamped 1Partially filled or not filled 0 |  | **1** |
| **ii** | **Tender Questionnaire Form**Completely filled 2Partially filled or not filled 0 |  | **2** |
| **iii** | **Confidential Business Questionnaire Form**.Completely filled 3Partially filled or not filled 0 |  | **3** |
| **iv** | **Name, address and telephone of Contractors banks*** Provided 2
* Not provided 0
 |  | **2** |
| **v** | **Litigation History (must be signed and stamped by commissioner of oaths)*** Full disclosure 4
* Not fully disclosure 0
 |  | **4** |
| **vi** | **Key Personnel to be engaged on the project (Attach CV, copies of****Academic and Professional certificates and appointment letters)** |  |  | **17** |
| At least 1No. Director of the firm who is;* Holder of degree in relevant computer Science studies 6
* Ditto with Diploma 4
* Ditto with certificate 2
* No relevant qualification 0
 |  | **6** |
| At least 1 No. staff with degree in related computer Science related studies;* With over 10 years relevant experience 6
* With over 5 years relevant experience 4
* With under 5 years relevant experience 2
 |  | **6** |
| At least 2 No. key personnel with Diploma in relevant science* With over 10 years relevant experience 5
* With over 5 years relevant experience 3
* With under 5 years relevant experience 0
 |  | **5** |

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Description** | **Point Scored** | **Max. Point** |
| **vii** | **At least 3No. Contracts completed in the last five (5) years (2016-2020). Valid Completion Certificates/documents for each project MUST be attached for the project to be considered Valid under this criteria.**Projects of supply and installation of computer and or related ICT equipment in Kenya.* Worth more than Kshs. 25 Million and Ksh. 20 Million 6
* Worth between Kshs.20 Million and Kshs. 15 Million 5
* Worth between Kshs.15 Million and Kshs. 10 Million 4
* Worth between Kshs.10 Million and Kshs. 5 Million 3
* Worth between Kshs.5 Million and Kshs. 1 Million 2
* Worth below Kshs. 1 Million 1
 |  | **18** |
| **viii** | **At least 2 No. On-going projects. Notification of award or Contract Agreement of each project MUST be attached for the project to Valid****under this criteria.**Projects of supply and installation of computer and or related ICT equipment in Kenya.* Worth more than Kshs.25 Million and 20 Million 6
* Worth between Kshs.20 Million and Kshs. 15 Million 5
* Worth between Kshs.15 Million and Kshs. 10 Million 4
* Worth between Kshs.10 Million and Kshs. 5 Million 3
* Worth between Kshs. 5Million and Kshs. 1 Million 2
* Worth below Kshs. 1 Million 1
 |  | **12** |
| **ix** | **State period of Warranty and servicing of the equipment**Warranty and servicing of the equipment for 3 years……………….9Warranty and servicing of the equipment for 2 years……………….6Warranty and servicing of the equipment for 31 years……………….3 |  | **9** |
| **x** | **Annual audited financial reports indicating annual turnover for the years 2017, 2018 & 2019 (copies of audited reports MUST be attached)** At least one of the annual turnover;Greater than 200 Million 10Less than Kshs. 200 Million but greater than Kshs. 100 Million 7Less than Kshs. 100 Million but greater than Kshs. 50 Million 4Less than 50 Million 2 |  | **10** |

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Description** | **Point Scored** | **Max. Point** |
| **xi** | **Evidence of financial resources (evidence of cash in hand, lines of credit, overdraft facility MUST be provided)**Cash in hand shall mean cash available for use in the contract. Evidence of cash in account shall be required. (Cash must have been maintained in the account for a period of not less than 1 month before the date of tender opening to be valid under this criteria).Cash in hand of over 20 Million 10Cash in hand of 19m but nut less than 10 Million 8Cash in hand of 9 but nut less than 5Million 6Cash in hand of 5 but not less than 3Million 4Cash in hand of less than 3 but not less than 2Million 2Valid credit lines- letter by the tenderer’s bank or reputable suppliers to support him for a sum of cash for purposes of executing the contract.Evidence of letter dully signed and sealed by the bank or supplier. Credit lines of more than 10 Million 4Credit lines of less than 10 Million but more than 5 Million 3Credit lines of less than 5 Million but more than 2 Million 2Credit lines of less than 2 Million 1 |  | **14** |
| **xii** | **Sanctity of tender documents**Having the document intact (not tampered with in any way and all pages serialized 3Having mutilated or modified the tender document or not serializedsome or all pages in tender document 0 |  | **3** |
| **xiii** | **Arrangement of attached documents in prescribed order**Arrangement as per required order 5Arrangement not as per required order 0 |  | **5** |
|  | **TOTAL TECHNICAL SCORE** |  | **100** |

**Any bidder who scores 65 points and above shall be considered for financial evaluation.**

**Any bidder scoring 64 points or less shall be disqualified at this point and SHALL NOT procced for further evaluation.**

**1. FINANCIAL EVALUATION**

The evaluation shall be in two sections

1. Arithmetic evaluation.
2. Tender sum comparisons

## Preliminary examinations.

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

The parameter to be considered under this section shall be arithmetic errors.

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**.

Noncompliance with the above shall lead to **automatic disqualification from further evaluation.**

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

## 1. Tender Sum Comparisons.

|  |  |
| --- | --- |
| Item | Description |
| **1** | The tender sums shall be ranked from the lowest tender sum to the highest tendersum where the bidders with the lowest being ranked No.1 |
|  |  |

**CONCLUSION**

**The tenderers shall be ranked from No.1 being the tenderer with the lowest tender sum.**

**RECOMMENDATION.**

The evaluation committee may carry out due diligence to establish authenticity of documents submitted for the tenderer ranked No.1. If the evaluation committee establishes that the information given was authentic then shall recommend the bidder for award of tender. But if some information provided by the said bidder cannot be authenticated then the evaluation committee shall disqualify the bidder and proceed to carry out due diligence for the second lowest ranked bidder to authenticate the information submitted in his tender documents. If the evaluation committee finds that the

information given in document are authentic then shall recommend the tenderer for award of tender, but if the information cannot be authenticated then the evaluation committee shall recommend the tender to be re-advertised.

**PRESCRIBED ORDER OF ARRANGEMENT OF ATTACHED DOCUMENTS**

1. Copy of Certificate of incorporation of company or registration of Business.
2. Copy of Single Business Permit.
3. Copy of Tax Compliance Certificate.
4. Bid security.
5. Form of tender.
6. Statement of compliance
7. Tender questionnaire
8. Business questionnaire.
9. Litigation history.
10. Key personnel documents.
11. Completed contract documents.
12. Ongoing project contract documents.
13. Schedule of license and authorization from software developers/ manufacturers or and collaboration with authorized licensees and or dealers.
14. Copies of Audited accounts.
15. Cash in hand documents.