MACHAKOS UNIVERSITY

TENDER DOCUMENT

FOR

SUPPLY, DELIVERY, INSTALLATION AND TESTING OF VOICE OVER INTERNET PROTOCOL (VOIP) SYSTEM

(OPEN NATIONAL TENDER)

TENDER NO: MksU/04/2018/2019

Mandatory site/Pre-tender meeting visit on Wednesday 19th September, 2018 at 10.00 am

CLOSING DATE AND TIME: *Monday 24th September 2018*

TIME: 10.00AM

SEPTEMBER 2018

TABLE OF CONTENTS

SECTION I : INVITATION TO TENDER ~~~~~ 4
SECTION II: INSTRUCTIONS TO TENDERERS ~~~~~ 5
2.1 Eligible Tenderers ~~~~~ 5
2.2 Eligible Goods~~~~~ 5
2.3 Cost of Tendering ~~~~~ 5
2.4 The Tender Document ~~~~~ 6
2.5 Clarification of Documents ~~~~~ 6
2.6 Amendment of Documents ~~~~~ 7
2.7 Language of Tender ~~~~~ 7
2.8 Documents Comprising of Tender ~~~~~ 7
2.9 Tender Forms ~~~~~ 7
2.10 Tender Prices ~~~~~ 7
2.11 Tender Currencies ~~~~~ 8
2.12 Tenderers Eligibility and Qualifications ~~~~~ 8
2.13 Goods Eligibility and Conformity to Tender Documents ~~~~~ 9
2.14 Tender Security ~~~~~ 9
2.15 Validity of Tenders ~~~~~10
2.16 Format and Signing of Tender ~~~~~10
2.17 Sealing and Marking of Tenders ~~~~~11
2.18 Deadline for Submission of Tenders ~~~~~11
2.19 Modification and Withdrawal of Tenders ~~~~~11
2.20 Opening of Tenders ~~~~~12
2.21 Clarification of Tenders ~~~~~12
2.22 Preliminary Examination ~~~~~13
2.23 Technical Evaluation of Tenders ~~~~~13
2.24 Financial Evaluation of Tenders ~~~~~15
2.25 Contacting MKSU ~~~~~16
2.26 Award of Contract ~~~~~16
2.27 Notification of Award ~~~~~17
2.28 Signing of Contract ~~~~~17
2.29 Performance Security ~~~~~18
2.30 Corrupt or Fraudulent Practices ~~~~~18

SECTION III: GENERAL CONDITIONS OF CONTRACT ~~~~~22
3.1 Definitions ~~~~~22
3.2 Application ~~~~~22
3.3 Country of Origin ~~~~~22
3.4 Samples ~~~~~22
3.5 Standards ~~~~~22
3.6 Use of Contract Documents and Information ~~~~~23
3.7 Patent Rights ~~~~~23
3.8 Performance Security ~~~~~23
3.9 Inspection and Tests ~~~~~24
3.10 Packing ~~~~~24
3.11 Delivery and Documents ~~~~~24
3.12 Insurance ~~~~~25

3.13 Payment ~~~~~25
3.14 Prices ~~~~~25
3.15 Assignment ~~~~~25
3.16 Subcontracts ~~~~~25
3.17 Termination for Default ~~~~~25
3.18 Liquidated Damages ~~~~~26
3.19 Resolution of Disputes ~~~~~26
3.20 Language and Law ~~~~~26
3.21 Force Majeure ~~~~~26
SECTION IV: ~ SPECIAL CONDITIONS OF CONTRACT ~~~~~27
SECTION V: ~ TECHNICAL SPECIFICATIONS ~~~~~28
5.1 General Requirements ~~~~~28
5.2 Price Schedule~~~~ ~~~~~29
SECTION VI: STANDARD FORMS ~~~~~33
8.1 FORM OF TENDER ~~~~~34
8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM ~~~~~36
8.3 TENDER SECURITY FORM ~~~~~38
8.4 CONTRACT FORM ~~~~~39
8.5 PERFORMANCE SECURITY FORM ~~~~~40
8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM ~~~~~41
8.7 LETTER OF NOTIFICATION OF AWARD ~~~~~43

SECTION I – INVITATION TO TENDER

Tender No. MksU/04/2018/2019

Title: Supply, delivery, installation and testing of voice over internet protocol (VOIP) system

Dear Sir/Madam,
Machakos University invites sealed bids from eligible and dully registered firms who meet the mandatory requirements as detailed here in the tender documents.

Interested eligible candidates may obtain further information from and inspect the tender documents **Procurement Office** situated at **Machakos University, Main Campus** located in **Machakos Town** between 8:00 am and 5:00 pm Kenyan time, Monday to Friday except lunch time (1:00 pm to 2:00 pm) and on public holidays.

A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs. 1,000** per set of documents deposited in Machakos University National Bank Account No. 01020078499401 Machakos branch.

The bid document may be downloaded free of charge from the IFMIS suppliers' portal: **http//www.supplier.treasury.go.ke** and /or from the university website www.mksu.ac.ke. Bidders who download the tender document must arrange to register with MksU the company name, postal, physical, email and telephone address for the purposes of receiving any further tender clarifications and/or addendums if need be through the following email address **po@mksu.ac.ke.**

Prices quoted should be net inclusive of all taxes and delivery costs, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

Completed tender documents in plain sealed envelopes clearly marked with appropriate tender reference and number should be expressed to:

The Vice Chancellor,
Machakos University
P.O. Box 136-90100
Machakos

and deposited in the Tender Box provided at the entrance of the Administration Block, Main Campus.
So as to be received on or before **Monday 24th September, 2018 at 10.00 A.M.** Tenders will Be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **Conference Room 1**.

Prof. Lucy W. Irungu
Vice Chancellor, Machakos University
& Professor of Entomology.

SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Tender is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of g o o d s by the intended completion date specified in the Schedule of Requirements in Section V.

2.1.2 MksU employees, committee members, board members and their relative (Spouse and children) are not eligible to participate in the tender.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by MKSU to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

2.3.1 The Tenderer shall b e a r a l l costs associated with t h e preparation and submission of its tender, and MKSU, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs. 1,000** per set of documents deposited in Machakos University National Bank Account No. 01020078499401 Machakos branch.

The bid document may be downloaded free of charge from the IFMIS suppliers' portal: **http//www.supplier.treasury.go.ke** and /or from the university website www.mksu.ac.ke. Bidders who download the tender document must arrange to register with MksU the company name, postal, physical, email and telephone address for the purposes of receiving any further tender clarifications and/or addendums if need be through the following email address **po@mksu.ac.ke.**

2.4 The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 26 (Amendment of Documents) of these instructions to Tenderers

(i) Invitation to Tender

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

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

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify MksU in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by MksU. Written copies of MksU's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 MksU shall reply to any clarifications sought by the tenderer within 7 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the MksU, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

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

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

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

The tender prepared by the tenderers shall comprise the following components

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below

(b) Documentary evidence that the tenderer is eligible to tender and is qualified to perform the contract if it's tender is accepted;

(c) Documentary evidence that the goods and ancillary services to be Supplied by the tenderer are eligible goods and services and conform To the tender documents; and (d) Tender security.

2.9 Tender Forms

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

2.10 Tender Prices

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

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

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the c o n t r a ct and not s u b j e c t to variation on any a c c o u n t . A tender submitted with an adjustable price quotation will be treated as non- responsive and will be rejected.

2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

2.11 Tender Currencies

Prices shall be quoted in Kenya Shillings unless otherwise specified in the Data Sheet to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

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

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

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

(a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.

(b) That the tenderer has the financial, technical, and production capability necessary to perform the contract;

(c) That, in the case of a tenderer not doing business within Kenya, the Tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 The tenderer shall furnish, as part of its tender documents establishing the eligibility and c o n f o r m i t y to the tender documents of all goods, which the tenderer proposes to supply under the contract.

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

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

(a) A detailed description of the essential technical and p e r f o r m a n c e Characteristic of the goods;

(b) a list giving full particulars, including available source and current prices of spare parts, special tools, ingredients necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by MksU; and

(c) A clause-by-clause commentary on MksU's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

2.14 Tender Security

2.14.1 The tender security is required to protect MksU against the risk of Tenderers Conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.6. the bidder is required to provide a **bid bond of 2%** of the tender sum.

2.14.2 tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company, Microfinance Institution, Sacco Society, the Youth Enterprise Development Fund or the Women Enterprise Fund. In the form provided in the tender documents or another form acceptable to MksU and valid for at least thirty (30) days beyond the validity of the tender.

2.14.3 Any tender not secured with a tender security will be rejected by MksU as non- responsive by preliminary examination.

2.14.4 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 MksU.

2.14.5 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, and furnishing the performance security.

2.14.6 The tender security may be forfeited:

If a tenderer withdraws its tender during the period of tender validity specified by MksU on the Tender Form; or

(a) In the case of a successful tenderer, if the tenderer fails:

(i) to sign the contract, or (ii) To furnish performance security

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for **120 days** or as specified in the Invitation to tender after the date of tender opening prescribed by MKSU. A tender valid for a shorter period shall be rejected by MKSU as non-responsive.

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

2.16 Format and Signing of Tender

2.16.1 Tenderers shall prepare two copies of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER**," as appropriate. In the event of any discrepancy between them, the original shall govern.
2.16.2 original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes shall:
(a) Be addressed to MKSU at the address given in the Invitation to Tender:

(c) Bear tender number and name on the Invitation for Tenders.

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

2.17.4 If the outer envelope is not sealed and marked as required, MKSU will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by MKSU at the address specified in the Letter of Invitation no later than **Monday 24th September 2018 at 10.00 a.m.**

MKSU may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents , in which case all rights and obligations of MKSU and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by MKSU prior to the deadline prescribed for submission of tenders.
2.19.2 Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17 (Sealing and Marking of Tenders). A withdrawal notice May also be sent by post, facsimile and e-mail but followed by a s i g n e d confirmation copy, postmarked no later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security.

2.19.5 MKSU may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 MKSU shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

2.20.1 MKSU will open all tenders in the presence of tenderers' representatives who choose to attend, on **Monday 24th September 2018 at 10.00 a.m.** in the location specified in the Invitation to Tender.

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

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

2.20.4 MKSU will prepare minutes of the tender opening.

2.21 Clarification of Tenders

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

2.21.2 Any effort by the tenderer to influence MKSU in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

2.22.1 Prior to the technical evaluation, pursuant to paragraph 2.23, MKSU 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 terms and conditions of tendering. MKSU's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.2 If a tender is not substantially responsive, it will be rejected by MKSU and may not subsequently be made responsive by the bidder by correction of the nonconformity.

2.23 Technical Evaluation of Tenders

2.23.1 MKSU will evaluate the tenders, which have been determined to be substantially responsive, pursuant to paragraph 2.22.

2.23.2 The technical evaluation will assess whether:

a) The bidder has the necessary professional and technical qualifications and competence, resources, and managerial capability; and

b) The proposed solution is adequate.

The criteria for technical evaluation will be as given in the following table:

2.23.4 MANDATORY REQUIREMENTS

Bidders will be required to provide the following;

- A bid bond of 2% of tender sum from an institution recognized by PPRA.
- All documents should be well bound and well-presented and well numbered. **Loose documents shall NOT be accepted.**
- Submit a brief company profile indicating expertise Supply, Delivery, Installation and Testing of the Voice Over Internet Protocol system.
- Copy of Valid Contractor's Certificate of Registration for the relevant category from the National Construction Authority NCA 5 (specialist in telecommunications, PABX, intercoms and telephone wiring/VOIP installations)
- Copy of Valid Contractor's Certificate of Registration with Communication Authority of Kenya (CAK) telecommunication Contractor License.
- Catalogues and or Brochures and or Manufacturer's drawings
- Copy of Valid Tax Compliance Certificate.
- Copy of i-tax pin certificate
- Copy of Certificate of Registration / Incorporation
- Current business license
- Site visit form, dully filled and signed by MKSU ICT Department

*NOTES TO TENDERERS

- Valid Tax Compliance Certificate shall be one issued by the relevant tax authorities and valid for at least up to the tender closing date. All Kenyan registered Tenderers must provide a valid Tax Compliance Certificate.

- Foreign Tenderers must provide equivalent documents from their country of origin as regards Tax Compliance Certificate OR statements certifying that the equivalent documentation is not issued in the Tenderer's country of origin. The Statement(s) that equivalent documentation is not issued by the Tenderer's country should be original and issued by the Tax authorities in the Tenderer's country of origin.

- Valid Registration Certificate shall be one issued by the relevant body including the **National Construction Authority (NCA-5).**

- A mandatory site meeting/pre-tender meeting will be held on **19th September, 2018 at 10:00 am.** Bidders will assemble at **ROOM 10**. A certificate of site visit (attached at the end of this document) will be signed after the visit. Those attending the site visit should carry valid identification documents (National Identity Card/ Passport) for security screening.

Bidders who are found to be responsive to the requirements above will pass for Technical Evaluation Criteria

TECHNICAL EVALUATION CRITERIA

	Requirements	MARKS
1.	Proof of experience in carrying out the proposed installations. Submit names/reference of at least three (3) clients where similar services have been successfully implemented in the last three years. 3 Projects and above – 15Mks 2 projects – 10 Mks Below two projects – 5 Mks	15
2.	Submit three (3) CVs of key personnel proposed to take the assignment showing areas of expertise with emphasis on VOIP system installations. • **Academic Qualification (Must be in Relevant field) – 15 Mks** Bachelor Degree – 5Mks each Diploma – 2 Mks each Certificate – 1 Mk each • **Key personnel experience – 15 Mks** Above 5 years – 5 Mks each	30

	3 – 5 years – 2 Mks Below 3 years – 1 Mk	
3.	Proposed Work Plan (Work method & schedule) Availability of workplan	10
4.	Provide proof of authorization & Support by the equipment manufacturers to sell/service the product in Kenya. A letter of Authorization /Tenderer recommendation should be signed by the manufacturer or the authorized dealer	10
5.	Proposed equipment meet the specification requirement.	5
6.	Spare parts and after sales service facilities. Bidders must o f f e r items with service and spare parts back up. Documentary evidence and locations of such back- up must be given.	5
7.	Project implementation plan/ methodology Less than 3 months – 25mks 3 to 5 months – 20 mks Above 5 months – 10mks Bidders will be required to provide documentary evidence of completion certificates from previous clients to support their implementation plan failure to which 3 marks for each category will be deducted.	25
	TOTAL	100

NOTES

1. A bidder MUST satisfy the requirements to be eligible for evaluation of the technical proposal.
2. Only bidders who meet 70% of the technical scores will be considered for financial evaluation.

2.24 Financial Evaluation of Tenders

2.24.1MKSU will evaluate and compare the tenders, which have been determined to be substantially responsive to technical requirements, pursuant to paragraph 2.23.

2.24.3 The Financial Evaluation will take into consideration, in addition to the tender price, the price of incidental services for delivery of the Goods to and provision of the required services at the sites of implementation. The prices quoted should be realistic, fair and reasonable.

Scoring criteria for the financial aspect will be based on a ranked basis. The bidder quoting the lowest total price having attained 70% technical score will be ranked first.

2.25 Contacting MKSU

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

2.25.2 Any effort by a tenderer to influence MKSU in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection Of the Tenderer's tender.

2.26 Award of Contract

(a) Post-qualification

2.26.1 In the absence of pre-qualification, MKSU will determine to its satisfaction whether the t e n d e r e r that is selected as having submitted the lo w e s t evaluated responsive tender is qualified to perform the contract satisfactorily by carrying out due diligence exercise to the contractor's premises.

2.26.2 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, as well as such other information as MKSU deems necessary and appropriate.
2.26.3 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 MKSU will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

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

(c) MKSU's Right to Vary quantities

2.26.5 MKSU reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) MKSU's Right to accept or Reject any or All Tenders

2.26.6 MKSU reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the MKSU's action

2.27 Notification of Award

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

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

2.27.3 Upon the successful Tenderer's furnishing of the performance security, MKSU will promptly notify each unsuccessful Tenderer and will discharge its tender security.

2.28 Signing of Contract

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

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

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

2.29 Performance Security

2.29.1 Within Thirty (30) days of the receipt of notification of award from MKSU, 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 MKSU.

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

2.30 Corrupt or Fraudulent Practices

2.30.1 The MKSU requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations; the following terms are defined as follows;

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

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

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

2.30.3 F u r t h e r a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

(a) "The Contract" means the agreement entered into between the MKSU and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

(c) "The Goods" means all of the equipment, machinery, software applications and/or other materials, which the tenderer is required to supply to the MKSU under the Contract.

(d) "The MKSU" means the organization purchasing the Goods under this Contract.

(e) "The Tenderer' means the individual or firm supplying the Goods under this Contract.

3.2 Application

These General Conditions shall apply in all Contracts made by the MKSU for the procurement of Goods.

3.3 Country of Origin

3.3.1 For purposes of this clause, "Origin" means the place where the Goods were Mined, grown or produced.

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

3.4 Samples

The tenderer shall provide samples of the goods stated in the Terms of Reference under Particulars, branded with the Authority's logo or other branded materials of previous works undertaken.

3.5 Standards

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

3.6 Use of Contract Documents and Information

3.6.1 The tenderer shall not, without the MKSU'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 MKSU in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.6.2 The tenderer shall not, without the MKSU's prior written consent, make use of any document or information enumerated in paragraph 3.6.1 above.

3.6.3 Any document, other than the Contract itself, enumerated in paragraph 3.6.1 shall remain the property of the MKSU and shall be returned (all copies) to the MKSU on completion of the Tenderer's performance under the Contract if so required by the MKSU.

3.7 Patent Rights

The tenderer shall indemnify the MKSU 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 MKSU's country.

3.8 Performance Security

3.8.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the MKSU the performance security in the amount specified in Special Conditions of Contract.

3.8.2 The proceeds of the performance security shall be payable to the MKSU as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.8.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the MKSU and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya , acceptable to the MKSU, in the form provided in the tender documents.

3.8.4 The performance security will be discharged by the MKSU and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

3.9 Inspection and Tests

3.9.1 The MKSU or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The MKSU shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.9.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the MKSU.

3.9.3 Should any inspected or tested goods fail to conform to the Specifications, MKSU may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the MKSU.

3.9.4 The MKSU's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the MKSU or its representative prior to the equipment delivery.

3.9.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.10 Packing

3.10.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.10.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

3.11 Delivery and Documents

Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by MKSU in its Schedule of Requirements and the Special Conditions of Contract.

3.12 Insurance

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

3.13 Payment

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

3.13.2 Payments shall be made promptly by the MKSU as specified in the contract.

3.14 Prices

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

3.14.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).

3.15 Assignment

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

3.16 Subcontracts

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

3.17 Termination for Default

3.17.1 The MKSU may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

(a) if the tenderer fails to deliver any or all of the goods within the periods) specified in the Contract, or within any extension thereof granted by the MKSU;

(b) if the tenderer fails to perform any other obligation(s) under the Contract;

(c) If the tenderer, in the judgment of the MKSU has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.17.2 In the event the MKSU 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 MKSU for any excess costs for such similar goods.

3.18 Liquidated Damages

If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the MKSU shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a

maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.19 Resolution of Disputes

3.19.1 The MKSU and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract.

3.19.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.20 Language and Law

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

3.21 Force Majeure

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.

SECTION IV: ~ SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract (SCC) shall s u p l e m e n t the General Conditions of Contract (GCC). Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2. Special conditions of contract as relates to the GCC:

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.8	The successful bidder will be expected to deposit 5% of the total contract price as **Performance Security from a reputable bank in the form of a bank guarantee**. Where a bidder is exempted from any of the above, they should provide an e x p l a n a t i o n and requisite documentation (Executed Performance Security Forms) or the required alternative submission.
3.13	Terms of payment: 90% on supply, installation and commissioning acceptable to MKSU and 10% retention fee till upon expiry of 6 months defects liability period.
3.19	Resolution of Disputes under Kenyan laws

SECTION V: - TECHNICAL SPECIFICATIONS

5.1 General Requirements

5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc., for the products they intend to supply

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc.
The MKSU reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

5.1.4 The tenderers MUST present information along with their offers as follows:

(i) Shortest possible delivery period of each product

(ii) Information on proper representatives and/or workshop for back-up service/repair and maintenance including their names and addresses.

(iii) Proof of experience in carrying out the proposed installations. Submit names/reference of at least three (3) clients where similar services have been successfully implemented within the last three (3) years. And dealer

(iv) Authorization letter for the solution product proposed

(v) Submit three (3) CVs of key personnel proposed to take the assignment showing areas of expertise with emphasis backup and recovery solutions and also provide a detailed implementation plan if awarded the tender

(vi) Submit a brief company profile indicating expertise in supply, delivery, installation of VOIP.

5.1.5 The bidder should bear in mind that the solution proposed should be simple, robust and easy to maintain.

5.1.6 It is expected that the contractor will provide training for technical support staff. A full training schedule for all targeted users, including costs and duration, should be provided. An assessment of the training will be carried out after completion of the training.

5.1.7 The financial proposal should clearly show the cost of software licenses, cost of equipment, cost of installation and standing charges where applicable and/or usage charges. It should also indicate whether such software license costs are one-off or recurring.

5.1.8 The contractor to provide a detailed user and technical manual for all the installed systems.

5.1.10 The contractor is expected to provide 24-hour by 7-day a week technical support all year round; they must provide telephone, email and fax for the support desk as well as the designated contact persons describing the escalation path.

5.1.11 The contractor must commit to providing a mandatory six (6) months post implementation support.

5.1.12 The application software must have at least a two-year warranty.

5.1.13 After the lapse of the warranty period MKSU will negotiate a maintenance agreement with the contractor.

5.2. PRICE SCHEDULE

MKSU intends to have Voice Over Internet Protocol systems installed in its various buildings. Below is a detailed of the equipment to be installed.

#	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
1	Integrated Cisco services router and manager as Cisco 3900 to manage VOIP, VOIP architecture, incoming and outgoing services	pc	1		
2	48-port PoE Cisco switch as WS C2960X-48PS Catalyst 2960 48 10/100 PoE with SFP	pc	1		
3	24-port Cisco switch as WS C2960X-24PS PoE switch Catalyst 2960 24 10/100 PoE with SFP	pc	2		
4	Cisco unified IP phone 3905 SC Core 8X5XNDB (for all staff)	pc	100		
5	Cisco unified IP phone 6900 for main reception/ operator	pc	1		
6	Cisco high end phone cisco 7800 for management board officers	pc	9		
7	GSM routers (Safaricom, Airtel and Telkom) and accessories	pc	3		
8	Three-meter siemon patch cables	pc	100		
9	One-meter siemon patch cables	pc	50		
10	Multimode OFC SFP plus	pc	4		
11	LC to SC three-meter fiber patc cables	pc	10		
12	SC to SC three-meter fiber patch cables	pc	10		
13	42 u cabinet	pc	1		
14	Apc Smart Ups c 1500	pc	1		
15	Configuration	Lot	1		
16	Licenses	pc	1		
17	Accessories	lot	1		
Tender Sum					

SECTION VI: STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The Form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.

3. Tender Security Form -When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the MKSU.

4. Contract Form -The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

5. Performance Security Form -The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the MKSU.

6. Manufacturers Authorization Form -When required by the ender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 FORM OF TENDER

Date
Tender No.

To:
VICE CHANCELLOR
MACHAKOS UNIVERSITY
P.o. Box 136 - 90100
MACHAKOS

Gentlemen and/or
Ladies:

1. Having examined the tender documents including Addenda Nos. ……. [insert numbers].the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (…… (insert equipment description) in conformity with the said tender documents for the sum of …….. (total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

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

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

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

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

Dated this day of 20

[signature] [in the capacity of]

Duly authorized to sign tender for an on behalf of

.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particular indicated in Part 1 and either Part 2(a), 2(b), or 2(c)
Which ever 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 …….
Plot No. …….. Street/Road ……. Postal Address …….. Tel. No. ……..Fax …… Email ……...
Nature of business …….
Registration Certificate No. ……..

Maximum value of business which you can handle at any one time Kshs. ……
Name of your bankers …….. Branch ……

Part 2(a) – Sole Proprietor:
Your name in full ……. Age …….
Nationality …….. Country of origin …….. Citizenship details……..

Party 2(b) – Partnership
Give details of partners as follows

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

Part 2(c) – Registered Company:
Private or public ……..
State the nominal and issued capital of the company –
Nominal Kshs.. ……
Issued Kshs…….
Give details of all directors as follows

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

Date…….. Signature of Tenderer ……..

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

8.3 TENDER SECURITY FORM

Whereas ……. [Name of the tenderer]
(here in after called "the tenderer") has submitted its tender dated ……. [date of submission of tender] for the supply, installation and commissioning of
…… [name and/or description of the equipment]
(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 The Retirement Benefits Authority
(hereinafter called "the MKSU") in the sum of …….. for which payment well and truly to be made to the said MKSU, 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 MKSU during the period of tender validity:

   (a) fails or refuses to execute the Contract Form, if required; or

   (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the MKSU up to the above amount upon receipt of its first written demand, without the MKSU having to substantiate its demand, provided that in its demand the MKSU 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.

_____

[signature of the bank]
(Amend accordingly if provided by Insurance Company)

4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between
The Retirement Benefits Authority of Kenya (hereinafter called "the MKSU) of the one part and
…….. [name of tenderer] of …….. [city and country of tenderer]
(hereinafter called "the tenderer") of the other part;

WHEREAS the MKSU 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] (here in after called "the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

(a) the Tender Form and the Price Schedule submitted by the tenderer

(b) the Schedule of Requirements

(c) the Technical Specifications

(d) the General Conditions of Contract

(e) the Special Conditions of contract; and

(f) the MKSU's Notification of Award

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

4. The MKSU 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 hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.
Signed, sealed, delivered by _____ the _____ (for the MKSU)

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of
(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To
VICE CHANCELLOR
MACHAKOS UNIVERSITY
P.o. Box 136 - 90100
MACHAKOS

WHEREAS …… [name of tenderer] (Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No.
[reference number of the contract] dated _____ 20 _____ to supply …… [Description of goods] (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

_____
[name of bank or financial institution]

[address]

[date]

6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

VICE CHANCELLOR
MACHAKOS UNIVERSITY [name of tender) ……..

Gentlemen and/or Ladies:
In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ……. [name and address of tenderer](hereinafter called "the tenderer") shall deposit with the MKSU a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of …… ……. [amount of guarantee in figures and words].

We, the ……. [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the MKSU on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding …… [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the MKSU and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until …… [date].
Yours truly,
Signature and seal of the Guarantors

_____
[name of bank or financial institution] [address]

_____
[date]

7 MANUFACTURER'S AUTHORIZATION FORM

VICE CHANCELLOR
MACHAKOS UNIVERSITY
P.o. Box 136 - 90100
MACHAKOS

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 should be on the letterhead of the Manufacturer and should be signed by a person competent.

7 LETTER OF NOTIFICATION OF AWARD

To:

_____

_____

_____

_____

RE: Tender No. Tender Name

This is to notify you 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 VICE CHANCELLOR

8.SITE VISIT CLEARANCE CERTIFICATE(S)

This is to certify that M/s._____(Name of tenderer representative) of the firm of_____

(Name of firm tendering) visited the site in connection with the tender for **Provision for Cleaning Services.**

Having previously studied the tender documents, I carefully examined the site and:

1. I have made myself familiar with all the local conditions likely to influence the works and cost thereof.
2. I further certify that I am satisfied with the description of the work and the explanation given by the client's representative and that I understand perfectly the work to be done as specified and implied in the execution of the contract.

Client' s Representative

Name:_____

Sign: _____

Date:_____**T**

enderer's Representative

Name:_____

Sign:_____

Date:_____