



KISII UNIVERSITY

PO BOX 408-40200 KISII, KENYA

Website (www.kisiiuniversity.ac.ke)

TENDER DOCUMENT

FOR

**SUPPLY, DELIVERY, TRENCHING, COMMISSIONING AND TESTING OF FIBER
BACKBONE AT KISII UNIVERSITY MAIN CAMPUS BUILDINGS**

TENDER NUMBER: .KSU/T/25/2017-2018

OPENING AND CLOSING DATE: 27TH TUESDAY FEBRUARY 2018

TIME: 11.30A.M

DISPATCHED ON :13TH TUESDAY FEBRUARY 2018

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TENDER NOTICE

TENDER NUMBER: .KSU/T/25/2017-2018

Kisii University is a public university that received the charter in 2013 with a vision of being a world class university in the advancement of academic excellence, Research and social welfare.

Kisii University invites sealed tenders from eligible, qualified and competent firms for the Supply, Delivery, Trenching, Commissioning and Testing of Fiber Backbone at Kisii University Main Campus buildings.

Interested firms should obtain the Tender documents from Kisii University website www.kisiiversity.ac.ke

Completed tender documents in plain sealed outer envelope enclosing separately sealed and clearly marked inner envelopes of “original bid and copy (**PROPERLY BOUND**) all clearly marked:

TENDER NUMBER: KSU/T/25/2017-2018

addressed to **The Vice Chancellor Kisii University PO BOX 408-40200 KISII** and be deposited in the Tender Box situated Administration block so as to be received on or before **27th Tuesday February 2018, at 11.30am**) Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at University Conference Room.

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

All enquiries and correspondence regarding the tender should be addressed via letter or email to: procurement@kisiiversity.ac.ke

Vice Chancellor

Kisii University

P.O Box 408- 40200

Kisii

SECTION II- INSTRUCITONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 Kisii university employees, committee members, board members and their relative(s) (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 55 (2) of the PPAD Act 2015.
- 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 Kisii university in consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Costs of tendering

- 2.2.1 The Tenderers shall bear all costs associated with the preparation and submission of its tender, and Kisii University will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the hard copy tender document shall be Kshs. 1,000/= or downloaded free from Kisii University website.

2.3 Contents of tender documents

- 2.3.1 The tender document comprises of the documents listed below and addenda (if any to be issued) issued in accordance with clause 6 of these instructions to tenders
 - i. Instructions to tenderers
 - ii. General conditions of contract
 - iii. Special conditions of contract
 - iv. Form of tender
 - v. Price schedules
 - vi. Contract form
 - vii. Confidential business questionnaire form
 - viii. Tender security form
 - ix. Performance security form
 - x. Declaration form

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

2.4 Clarification of Documents

2.4.1 A prospective candidate making inquiries of the tender document may notify Kisii University in writing or by post, fax or email at the entity's address indicated in the invitation for tenders. Kisii University 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 Kisii University. Written copies of the procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents'

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

2.5 Amendment of documents

2.5.1 At any time prior to the deadline for submission of tenders, Kisii University 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.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

2.6 Language of tender

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and Kisii university shall be written in English language.. 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.

2.7 Documents Comprising the 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 8,9 and 10 below.
- b. Documentary evidence established in accordance with Clause 2.11 that the tender is eligible to tender and is qualified to perform the contract if its tender is accepted;
- c. Tender security furnished is in accordance with Clause 2.12
- d. Confidential business questionnaire
- e. Declaration form

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The Tenderers shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the price schedule shall be the cost of the services quoted including all custom duties and VAT and other taxes payable.

2.9.3 Prices quoted by the tenderers shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsible and will be rejected, pursuant to paragraph 2.22.

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

2.9.5 Where contract price variation is allowed, the variation shall conform to the Public Procurement and Asset Disposal Act 2015.

2.9.6 Price variation requests shall be processed by Kisii University as per the Public Procurement and Asset Disposal Act 2015.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to instructions to Tenderers.

2.11 Tenderers Eligibility and Qualifications.

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

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract tender is accepted shall establish to Kisii university satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security (bid bond) of **2%** of the tendered sum.
- 2.12.2 The tender security is required to protect the Kisii University against the risk of Tenderer's conduct which would warrant the security's forfeiture
- 2.12.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Kisii University and valid for thirty (30) days beyond the validity of the tender.
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1, 2.12.2 and 2.12.23 will be rejected by Kisii University as non-responsive, pursuant to paragraph 2.20.
- 2.12.5 Unsuccessful tenderer's 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 Kisii University.
- 2.12.6 The successful tenderer's security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.
- 2.12.7 The tender security may be forfeited:
- a) If a tenderer withdraws its tender during the period of tender validity specified by Kisii university on the tender form; or
 - b) In the case of a successful tender, if the tenderer fails;
 - i) to sign the contract in accordance with paragraph 2.26
 - or
 - ii) to furnish performance security in accordance with paragraph 2.27
 - c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for **120 days** after date of tender opening prescribed by Kisii University pursuant to paragraph 2.18. a tender valid for a shorter period shall be rejected by Kisii University as non-responsive.
- 2.13.12 In exceptional circumstances, Kisii university 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 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 The tenderer shall prepare “**two tenders** properly bound and clearly marked “**ORIGINAL BID and COPY** “as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed 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 initiated by the person or persons signing the tender.
- 2.14.3 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 initiated by the person or persons signing the tender.
- 2.15 Sealing and Marking of tenders
- 2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “**ORIGINAL**’ and “**COPY**”. The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall;
- a) Be addressed to Kisii University at the address given in the invitation to tender
- b) Bear, *tender No. KSU/T/25/2017-2018 – tender for Supply, Delivery, Trenching, Commissioning and Testing of Fiber Backbone at Kisii University Main Campus buildings*
- the words: “**DO NOT OPEN BEFORE 27th February 2018 11:30am**”
- 2.15.3 if the outer envelope is not sealed and marked as required by paragraph 2.15.2, Kisii university will assume no responsibility for the tender’s misplacement or premature opening.
- 2.16 Deadline for Submission of Tenders**
- 2.16.1 Tenders must be received by Kisii university at the address specified under paragraph 2.15.2 no
- 2.16.2 Kisii University may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of Kisii University and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by Kisii University as provided for in the appendix.

2.17 Modification and withdrawal of tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by Kisii University prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the tender form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 Kisii university may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 Kisii university shall give prompt notice of the termination to the tenderers and no request gives its reasons for termination within 7 days of receiving the request from any tenderer.
- 2.17.8 Opening of tender
- 2.18.1 Kisii university will open all tenders in the presence of tenderers' representatives who choose to attend after 11.30am local time on 27th February 2018, and in the location specified in the invitation to tender. The tenderers' representatives who a represent shall sign a register evidencing their attendance.
- 2.18.2 The tenders names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as Kisii university at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 Kisii university will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and who will have made the request.

2.19 Clarification of tenders

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

2.19.2 Any effort by the tenderer to influence Kisii university's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 Kisii University will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed and whether the tenders are generally in order.

2.20.2 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 discrepancy between words and figures, the amount in words will prevail.

2.20.3 Kisii university may waive any minor informally or nonconformity or irregularity in a tender which does not constitute material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, Kisii University 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. Kisii university determination of tender's responsiveness is to be based on the contents of the tender itself without recourse to extinct evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by Kisii University and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, Kisii university 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.

2.22 Evaluation and Comparison of tenders

2.22.1 Kisii university will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to Evaluation Criteria spelt out in the tender documents in the Special Conditions of Contract.

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 Kisii university evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

a) Operational plan proposed in the tender;

b) Deviation in payment schedule from that specified in the special conditions of contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

a) Operational Plan.

Kisii University requires that the services under the invitation for tenders shall be performed at the time specified in the schedule of requirements. Tenders offering to perform longer than Kisii University required delivery time will be treated as non-responsive and rejected.

b) Deviation in payment schedule

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated 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. Kisii University may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

b) Legal capacity to enter into a contract for procurement

c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.

d) Shall not be debarred from participating in public procurement.

2.23 Contacting Kisii University

2.23.1 Subject to paragraph 2.19, no tenderer shall contact Kisii University on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence Kisii university in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

- 2.24.1 Kisii university 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.
- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1, as well as such other information as Kisii university deems necessary and appropriate.
- 2.24.3 An affirmative determination will a prerequisite for ward of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event Kisii University will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.24.3 Subject to paragraph 2.26 Kisii university will award the contract to the successful tenderer 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.
- 2.24.4 Kisii university reserves **the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award**, without thereby incurring any liability to the affected tender or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for Kisii university action. If Kisii University determines that none of the tenderers is responsive; Kisii University shall notify each tenderer who submitted a tender.

2.25 Notification of award

- 2.25.1 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.
- 2.25.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and Kisii University to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, Kisii University will promptly notify each unsuccessful Tenderer and will discharged its tender security, pursuant to paragraph 2.12.

2.26 Signing of Contract

- 2.26.1 At the same time as Kisii university notifies the successful tenderer that its tender has been accepted, Kisii University will simultaneously inform the other tenderers that their tenderers have not been successful.
- 2.26.2 Within seven (7) days of receipt of the Contract form, the successful tenderer shall sign and date the contract and return it to Kisii University.
- 2.26.3 The parties to the contract shall have it signed within 7 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

- 2.27.1 Within thirty (30) days of the receipt of notification of award from Kisii university, 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 Kisii university.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event Kisii university may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 Kisii university 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 not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 Kisii university will reject a tender bid 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.
- 2.28.3 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 TENDERE'S

The following information for the procurement of Supply, Delivery, Trenching, Commissioning and Testing of Fiber Backbone at Kisii University Main Campus buildings. Complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions 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.

Instruction to tender reference	Particulars of appendix to instructions to tenderers
2.1	Eligible tenderers shall be registered Firms
2.15.2	The tenderers shall close on Tuesday 27th February, 2018 at 11.30 am local time and location indicated on the tender advertisement.
2.16.1	Not later than 11.30 am local time on 27 th February , 2018
2.16.3	Bulky tender documents shall be received in properly sealed envelopes as per instruction at the Supply Chain Officer and entered in a register for receipt of bulk documents and signed for by the delivering person provided they are delivered earlier than one (1) hour before closing time, after which the tenderer shall be required to place the tender documents in the tender box designated area.
2.18.1	After 11.30am local time on 27 th February, 2018
2.20 & 2.22	In addition the evaluation criteria provided in the special condition of contract shall be taken into account

SECTION III-GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following items shall be interpreted as indicated:

- a) ‘The contract’ means the agreement entered between Kisii university and the tenderer as recorded in the Contract form signed by the parties, including all attachments and appendices there to and all documents incorporated by the reference therein.
- b) ‘The Contract Price’ means the price payable to the tenderer under the contract for the full proper performance of its contractual obligations..
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to Kisii University
- d) “The procuring entity” means Kisii University, the organization sourcing for the services under this contract.
- e) “The contractor” means the individual or firm providing the services under this contract.
- f) “GCC” means general conditions of contract contained in this section.
- g) “SCC” means special conditions of the contract
- h) “Day” means calendar day

3.2 Application

These general conditions shall apply provided they are not superseded by the provisions of the other part of the contract

3.3 Standards

3.3.1 The services provided under this contract shall conform to the standards mentioned in the schedule of requirements

3.5 Patent right’s

The tenderer shall indemnify Kisii University against all third party claims of infringement of the patent, trademark , or industrial design rights arising for the use of the services under the contract or any part thereof.

3.6 Performance Security

Within twenty eight (28) days of receipt of the notification of the contract award, the successful tenderer shall furnish to Kisii University the performance security where applicable in the amount specified in the special conditions contract

3.6.2 The proceeds of the performance security shall be payable to Kisii University as compensation for any loss resulting from the tenderer’s failure to complete its obligations under the contract.

3.6.3 The performance security shall be dominated in the currency of the contract or in a freely convertible currency acceptable to Kisii University in the form of:

a) Cash

b) A bank guarantee

c) Letter of credit

d) Or any other acceptable form

3.6.4 The performance security will be discharged by Kisii university and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

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

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s) . If conducted on the premises of the tenderer or its subcontractor (s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to Kisii University.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, Kisii University may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to Kisii University.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer under this Contract shall be specified in SCC.

3.9 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any price adjustments authorize in Special Conditions of Contract, vary from the prices by the tenderer units tender or in Kisii university request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with Ku's prior written consent.

3.11 Termination for Default

Kisii university 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 provide any or all of the goods and services within the period(s) specified in the Contract, or within any extension thereof granted by Kisii university.
- b) If the tenderer fails to perform any other obligation (s) under the Contract.
- c) If the tenderer, in the judgment of Kisii university has engaged in corrupt or fraudulent practices in completing for or in executing the Contract.

In the event Kisii university terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, goods and services similar to those undelivered, and the tenderer shall be liable to Kisii university for any excess costs for such similar services.

3.12 Termination of insolvency

Kisii university may at any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to Kisii University.

3.13 Termination for convenience

3.13.1 Kisii university by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for Kisii university convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination Kisii university may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

Kisii University and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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.

3.15 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16 Force Majeure

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

3.17 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya Unless otherwise specified in the SCC

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of Contract (SCC) shall supplement the General Conditions of Contract, (GCC), wherever there is a conflict between the GCC and the SCC, the provisions of the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.1.1 **Conditions for award:** - A tenderer shall be deemed to be the winning bidder if it emerged to be the lowest responsive evaluated bidder.

4.1.2 Bidders shall be required to fill a delivery date schedule Supply, Delivery, Trenching, Commissioning and Testing of FiberBackbone at Kisii University Main Campus School of Law, Faculty of Agriculture, Science Complex, Medical Annex, Sakagwa Academic Block, Procurement, Main gate and Main Library

NO	ITEM DESCRIPTION	PROPOSED DELIVERY DATE
1.		
2.		
3.		
4.		
5.		

4.1.3 Bidders shall be required to indicate their total bid price (inclusive of all duties and taxes) in the Form of Tender. ***The form of tender shall ONLY be binding if it is duly filled, signed and stamped,*** otherwise it shall be rejected.

4.1.4 The final bid price contained in the Form of Tender shall be inclusive of all costs, duties and taxes.

Payments shall be made after Supply, Delivery, Trenching, Commissioning and Testing of FiberBackbone at Kisii University Main Campus School of Law, Faculty of Agriculture, Science Complex, Medical Annex, Sakagwa Academic Block, Procurement Department, Main gate and Main Library

4.1.9 Prices charged by the supplier for supply, delivery, trenching, testing and commissioning of fiber cabling at Kisii university main campus 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 supplier in its bid.

4.1.10 *Subcontracts*: the supplier 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 supplier from any liability or obligation under the Contract.

4.1.11 Termination for Default

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the supplier, terminate this Contract in whole or in part:

- (a) if the supplier fails to provide services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- (b) if the supplier fails to perform any other obligation(s) under the Contract
- (c) if the supplier, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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, Goods similar to those undelivered, and the supplier shall be liable to the Procuring entity for any excess costs for such similar Goods.

4.1.14 Bidders shall be required to declare that they are not debarred from participating in public procurement by signing the form of statement of debarment in the tender documents.

4.2 Tendering Notes

4.2.1 The Tenderer is required to check the number of pages and should any is found to be missing or in duplicate or the figure or writing indistinct, they must inform The Authority at once and have the same rectified.

4.2.2 Should the Tenderer be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, they must inform The Authority in order that the correct meaning may be decided upon before the date for submission of the tender.

4.2.3 No Liability whatsoever will be admitted nor is claim allowed in respect of errors in the tenderers tender due to mistakes which should have been rectified in the manner described above.

4.2.4 The Tenderer shall not alter or otherwise qualify the Text of this Tender Document. Any alteration or qualification made without authority will be ignored and the text of the Tender Document as printed will be adhered to.

4.3 EVALUATION CRITERIA

MANDATORY REQUIREMENTS

4.3.1 PRELIMINARY EVALUATION DURING OPENING OF TENDERS

The evaluation committee shall first conduct a preliminary evaluation to determine whether

- (a) The tender has been submitted in the required format;
- (b) Any tender security/declaration form submitted is in the required form, amount and validity period;
- (c) The tender has been signed by the person lawfully authorized to do so;
- (d) The required number of copies of the tender have been submitted;

4.3.2 PRELIMINARY MANDATORY REQUIREMENTS DURING EVALUATION OF TENDERS

1. Attach certificate of incorporation or registration of the Company
2. Attach valid tax compliance certificate
3. Audited accounts for two years for (2014 onwards)
4. Attach copy of ID of the director of the company
5. Attach **two** (Local Purchase order's/LSO or contracts) of similar work form different clients
6. Duly signed form of tender in format provided
7. Duly filled Confidential Business Questionnaire in format provided
8. Attach Certificate of Communication Authorization of Kenya (C.A.K)
9. Attach bid bond / tender security of 2% of tender sum valid for 120 days from the date of closing the tender from a reputable bank or equivalent
10. Statement of verification that the firm is not debarred in the matter of Public Procurement Asset and Disposal Act 2015. (Page 29 of tender document) The form be signed and stamped

Tenders which do not satisfy any of the above requirements (clause 4.3.1 & 4.3.2) shall be rejected. Please indicate the table of contents showing the pages of the above mandatory requirements

4.3.3 TECHNICAL EVALUATION (80 POINTS)

The Tender Processing Committee appointed by Kisii University Accounting Officer shall evaluate the tender bid on the basis of their responsiveness.

A. Provision of best Fiber design drawing taking into consideration the content in page 25
(**40 points**)

B. Due diligence will consider legal documents and stock of similar work (**40 points**)

- i. Valid Business permit-(**5points**)
- ii. Business premise/ Building- (**5 points**)
- iii. Valid tax compliance certificate –(**10 points**)
- iv. Show stock of items/tools of similar work and give contact of one major client given order as attached in tender document (**20points**)

Where information provided contradicts the site visit, bidders will be disqualified

4.3.4 FINANCIAL EVALUATION (20 POINTS)

COMBINED TECHNICAL AND FINANCIAL SCORES

The following formula shall be used

$$T.S (80\%) + F.S (20\%) = T.T.L (100\%)$$

T.S = Technical Score = (Technical Evaluation + due diligence) as evaluated against the technical criteria

F.S = Financial Score

$$FSL / FSC = FS$$

FSC = Financial submission of the tender under consideration.

FSL = Financial score for the lowest tender.

FS = Computed financial score for each tenderer.

T.T.L = Total Score

Ranking will be done to determine the lowest responsive evaluated bidder

GENERAL TECHNIAL SPECIFICATIONS

1. These specifications describe the basic requirements for the tender. Tenderers are requested to submit with their offers the detailed specifications, drawings, design, etc for the products they intend to supply.
2. Tenderers must indicate on the specifications sheets whether the items 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 deviation 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;-
 - i. Shortest possible delivery period of each product
 - ii. Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

THE KISII UNIVESITY BUILDINGS FOR THE WORK ARE AS FOLLOWS:

- 1. SCHOOL OF LAW**
- 2. FACULTY OF AGRICULTURE**
- 3. SCIENCE COMPLEX**
- 4. MEDICAL ANNEX OFFICES**
- 5. SAKAGWA ACADEMIC BLOCK**
- 6. MAIN LIBRARY**
- 7. MAIN GATE**
- 8. PROCUREMENT AND EXAMINATION AND TIMETABLING BLOCKS**
- 9. ESTATES AND FEE COLLECTION BLOCK**
- 10. TRANSPORT BLOCK**
- 11. RESEARCH AND EXTENSION**
- 12. DVC (AP&F) ,PLANNING AND DVC (ASA) STUDENT REGISTRY BLOCKS**

MINIMUM SPECIFICATIONS

S.NO	DESCRIPTION	UNIT	UNIT PRICE	AMOUNT
Part 1	Civil works materials supply			
1.	Supply PVC Pipe (OD= 4 inch) for Road Crossing (6MTRS)	pcs		
2.	Supply [& Inspection] 1-WAY HDPE Pipe and Accessory materials	m		
3.	Supply 48 Core FOC	m		
4.	Supply 24 Core FOC	m		
5.	Supply 12 Core FOC	m		
6.	Supply of Flex [0.5m of hole]	m		
7.	Supply Warning Tape and delivery to site	m		
8.	Supply of Steel Pipes for Protection on Walls (6MTRS)	pcs		
	Sub total			
Part2	Civil works services			
9.	Preparatory Works and As-Built Documents	nb		
10.	Field Detailed Survey & Detailed Design (soft and hard copies)	m		
11.	Laying PVC Pipe (OD= 4 inch)	m		
12.	Core Drilling	nb		
	Sub total			
Part3	Excavation and back filing for trench			

13.	Normal Soil (D=1.2m,W= 0.4m)	m		
14.	Hard Soil (D=1.2m,W= 0.4m)			
15.	Slab and Reinstatement	m		
16.	Micro Tunnelling	m		
	Sub total			
Part 4	Installation of HPDE,PVC & Steel pipe/ physical distance			
17.	Installation of 1/ 2 / 4-Way (Ways) of HDPE Pipe in trench	m		
18.	Installation of Steel Pipe on Wall	m		
	Sub total			
Part 5	Crossing of culverts			
19.	Culvert/ Drainage/ Sewer Crossing	m		
20.	River/ Bridge Crossing	m		
21.	Supply of HD PVC Pipe for River Crossing	pcs		
	Sub total			
Part 6	Installation of cable			
22.	Installation of FOC (By pulling)	m		
	Sub total			
Part 8	Laying warning tape underground			
23.	Laying Warning Tape underground	m		
	Sub total			
Part 9	Construction of manholes and hand holes			
24.	Build Manhole and provide Cover (Cover is hard plastic filled with cement)	pcs		

	Sub total			
Part 10	Optical fiber cable protection			
Part 11	Fiber optic cable splicing, testing and documentation			
25.	Splicing of Cable	core		
26.	Switch Configuration	pcs		
27.	Labour Costs			
28.	Testing and Commissioning of Cable	core		
	Sub total			
29.	Power installation (ups-1500 va and accessories)			
30.	D-Link (DGS-1210-28P-24-Port)			
31.	D-Link SFPS(DEM-310GT)			
32.	HP 2920 24 P Switch			
33.	Patch cords LC-SC			
34.	HP SFPS			
35.	Supply of closures			
36.	Supply of Odf-12core			
37.	Supply of Odf-48core			
38.	Cabinet supply & installation of 6U cabinet			
	Sub total			
	Grand total inclusive of VAT			

N/B: All prices must be filled in the table above and Stamp this page

DESIGN (40 POINTS)

Please provide a designed drawing for Supply, Delivery, Trenching, Commissioning and Testing of Fiber Backbone at Kisii University Main Campus on the indicated buildings above

DRAINAGE CROSSING, HDPE PROFILE, WARNING TAPE, MANHOLES (PCS)
ROUTE SURVEY, ROUTE CLEANING, SOIL PROFILE- NS HS BREKABLE ROCK HARD
ROCK, REINSTATEMENTS- CABRO SLAB CONC/TARMAC TILES, TRUNKINGS- METAL
PVC B/SEAL, OVERHEAD POLES AND M/TUNNEL

**N/B: PLEASE THE ICT MANAGER KISII UNIVERSITY MUST STAMP AND SIGN THIS
PAGE TO SHOW THAT SITE VITE WAS DONE BY THE TENDERER**

SIGN.....DATE.....

FORM OF TENDER

Date _____

Tender No _____

To: _____

(name and address of procuring entity)
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, Delivery, Trenching, Commissioning and Testing of Fiber Backbone at Kisii University Main Campus buildings** for Kisii university in conformity with the said tender documents for the sum of.....(total tender amount in figure).....
...(total tender amount in words) **inclusive of all duties and taxes** 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 and systems 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 **5%** percent of the contract price for the due performance of the contract, in the form prescribed by..... (procuring entity).
4. We agree to abide by this tender for a period of **120 days** from the date fixed for tender opening of the instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This tender, together with your written acceptance thereof and your notification of award, shall constitute a contract, between us. Subject to signing of the contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender that you may receive.

Dated this _____-day of _____--20 _____

(signature)

(in the capacity of)

Duly authorized to sign tender for an on behalf of _____

Official rubber stamp

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied 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. Building

Plot No.....Street/Road

Postal Address Tel No.

Working Mobile No a must :																			
E mail: in Capital																			

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 fullAge

Nationality Country of origin

- Citizenship details
.....
-

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

Part 2 (b) Partnership

Given 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 company-

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

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

Value of Business the Firm can handle at once:

Less than shs.200,000.00

Kshs.200,000.00-500,000.00

Kshs.500,000.00 Upwards

(Tick ✓)

Credit Facility:

30 days

60 days

90 days

(Tick ✓)

DateSignature of Candidate

N/B: Please do not alter or customize the above questionnaire fill in format provided

DECLARATION FORM

STATEMENT OF VERIFICATION THAT NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT ASSET AND DISPOAL ACT 2015.

I,.....of P.O BOX.....being a resident of.....in the Republic of Kenya do hereby make a statement as follows;-

1. THAT I am the Chief Executive /Managing Director/Principal Officer/ Director/Proprietor of.....(name of the Company) who is a Bidder in respect of Tender No.....To supply goods, render services and/or carry out works for Kisii university and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder has not been debarred from participating in procurement proceedings .
3. THAT the aforesaid Bidder will not engage in any corrupt practice and has not been requested to pay any inducement to any member of the Board, Management, staff and/or employees and/or agents of Kisii University, which is the procuring entity.
4. THAT the aforesaid Bidder, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kisii university.
5. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....

(Title)

.....

(Signature)

(Date)

NOTES ON STANDARD FORMS

Form of Tender

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

Confidential Business Questionnaire Form

This form must be completed by the tenderer and submitted with tender documents

Tender Security Form

When required by the tender document the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

Contract Form

The Contract form shall not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.

Performance Security form

The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the sum provided herein or in another form acceptable to the procuring entity.

Bank Guarantee for Advance Payment.

When there is an agreement to have Advance payment, this form must be duly completed.

TENDER SECURITY FORM

Whereas[*name of the tenderer*]

(hereinafter called "the tenderer") has submitted its tender dated ...[*date of submission of tender*] for the **Supply, Delivery, Trenching, Commissioning and Testing of Fiber Backbone at Kisii University Main Campus buildings** (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:
 - (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 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.

[*Signature of the bank*]

(Amend accordingly if provided by Insurance Company)

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20_____ between
.....**Kisii University** of Kenya (hereinafter called "the procuring entity) of the part
and.....(name of tenderer) of(city and country of tenderer) (hereinafter
called "the tenderer") of the other part;

WHEREAS the Kisii University invited tenders for (certain goods) and has accepted a tender by the tenderer for the supply of those goods in the sum of 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:

- (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 Procuring entity's Notification of Award

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

4. The **Kisii University** 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 **Kisii University**)

Signed, sealed, delivered by _____ the _____ [for the tenderer] in the presence of _____

PERFORMANCE SECURITY FORM

To **Kisii University**

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 ground 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]