



**KISII UNIVERSITY**  
**PO BOX 408-40200 KISII, KENYA**  
Website ([www.kisiiuniversity.ac.ke](http://www.kisiiuniversity.ac.ke))

**SUPPLY, DELIVERY, INSTALLATION, TESTING AND  
COMMISSIONING OF ENGINEERING LABORATORY  
EQUIPMENT**

**TENDER REF NO.KSU/24/2017 – 2018**

**OPENING AND CLOSING DATE: 6<sup>th</sup> TUESDAY MARCH 2018,**

**TIME: 11.30A.M**

**DISPATCHED ON 13<sup>TH</sup> March 2018**

**Kisii university 2018**

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## SECTION I INVITATION TO TENDER

Dear sir/Madam

**TENDER REF NO. KSU/T/24/2017-2018**

**TENDER NAME: SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ENGINEERING LABORATORY EQUIPMENT**

- 1.1** Kisii University invites sealed bids from eligible candidates for **Supply, Delivery, Installation, Testing and Commissioning of engineering laboratory equipment.**
- 1.2** Interested eligible Tenderers download the document from our website [www.kisiiuniversity.ac.ke](http://www.kisiiuniversity.ac.ke) at your convenience
- 1.3** A complete set of tender documents may be obtained by interested candidates **at no cost or free from our website**

Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number be addressed to

**The Vice Chancellor Kisii University PO BOX 408-40200 KISII** and be deposited in the Tender Box at Administration block so as to be received on or before **Tuesday 6<sup>th</sup> March 2018, at 11.30am)**

- 1.4** Prices quoted should be net inclusive of all taxes and cost of delivery must be in Kenya Shillings and shall remain valid for one year from the closing date of the tender.
- 1.5** Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **University Conference Room.**

## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

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

### **2.2 Eligible Goods**

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

### **2.3 Cost of Tendering**

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

## 2.4. **The Tender Document**

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

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

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

## 2.5 **Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Kisii University in writing or by post at the entity's address indicated in the Invitation to Tender. The 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 the Kisii University tender document.

2.5.2 The 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.

## 2.6 **Amendment of Documents**

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

2.6.2 All prospective candidates will be notified of the amendment in our website or newspaper and will be binding on them.

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

## 2.7 **Language of Tender**

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

## 2.8 **Documents Comprising of Tender**

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

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

## 2.9 **Tender Forms**

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

## 2.10 **Tender Prices**

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

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

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

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

## **2.11 Tender Currencies**

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

## **2.12 Tenderers Eligibility and Qualifications**

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

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

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Kisii University 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 Contract and/or Technical Specifications.

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

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

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

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

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Kisii University ; and

- (c) a clause-by-clause commentary on the Kisii University 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 shall be in the amount of **2%** per cent of the tender sum price.

2.14.2 The tender security is required to protect the Kisii University against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.3 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.

2.14.4 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.2 will be rejected by the Kisii University as non responsive, pursuant to paragraph 2.22

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

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

2.14.7 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the Kisii University on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.27 or
  - (ii) to furnish performance security in accordance with paragraph 2.28
- (c) If the tenderer rejects, correction of an error in the tender.



## 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 the Kisii University , pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Kisii University as non responsive.
- 2.15.2 In exceptional circumstances, the 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 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.16 **Format and Signing of Tender**

- 2.16.1 The Kisii University shall prepare two copies of the tender, clearly marking each **“ORIGINAL TENDER” and “COPY OF TENDER,”** as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for 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 the Kisii University at the address given in the Invitation to Tender:
  - (b) bear, tender number and name in the Invitation for Tenders and the words, **“DO NOT OPEN BEFORE,” Tuesday 6<sup>th</sup> March 2018, at 11.30am)**
- 2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared **“late”**.
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Kisii University will assume no responsibility for the tender’s misplacement or premature opening.

## 2.18 **Deadline for Submission of Tenders**

Tenders must be received by the Kisii University at the address specified under paragraph 2.17.2 no later than (**Tuesday 6<sup>th</sup> March 2018,at 11.30am**)

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

## 2.19 **Modification and Withdrawal of Tenders**

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

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

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

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

2.19.6 The Kisii University shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 7 days of receiving the request from any tenderer.

## 2.20 **Opening of Tenders**

The Kisii University will open all tenders in the presence of tenderers' representatives who choose to attend, on **Tuesday 6<sup>th</sup> March 2018,at 11.30am**) **At University Conference Room.**

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

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

2.20.2 The Kisii University will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the 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 substance of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence the Kisii University in the Kisii University tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.22 Preliminary Examination**

- 2.22.1 The Kisii University will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 The Kisii University may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the 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. The Kisii University determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Kisii University and may not subsequently be made responsive by the tenderer by correction of the non conformity.

## **2.23 Conversion to Single Currency**

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

## **2.24 Evaluation and Comparison of Tenders**

- 2.24.1 The Kisii University will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 15 days of the validity period from the date of opening the tender.
- 2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.25 Preference**

- 2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 10%

## **2.26 Contacting the Kisii University**

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Kisii University on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.26.2 Any effort by a tenderer to influence the Kisii University in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

## **2.27 Award of Contract**

### **(a) Post-qualification**

- 2.27.1 In the absence of pre-qualification, the 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.
- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Kisii University deems necessary and appropriate.
- 2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the 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**

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

(c) **Kisii University Right to Vary quantities**

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

(d) **Kisii University Right to accept or Reject any or All Tenders**

2.27.6 The 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 tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Kisii University action

**2.28 Notification of Award**

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

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

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

**2.29 Signing of Contract**

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

2.29.2 Within seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Kisii University .

2.29.3 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.

**2.30 Performance Security**

2.30.1 Within Thirty (30) days of the receipt of notification of award from the 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 the Kisii University .

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture

of the tender security, in which event the Kisii University may make the award to the next lowest evaluated Candidate or call for new tenders.

### **2.31 Corrupt or Fraudulent Practices**

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

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing 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 Kisii University, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Kisii University of the benefits of free and open competition;

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

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

## Notes on the Appendix to the Instruction to Tenderers

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

## Appendix to Instructions to Tenderers

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

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
2.1.1	<i>Indicate eligible tenderers</i> <b><i>Open to all</i></b>
2.14.1	<i>Tender security 2%</i>
2.18.1	<i>Opening and closing date</i> <b>Tuesday 6<sup>th</sup> March 2018,at 11:30am</b>
2.29.1	<i>As in 2.18.1 above</i>
2.29.1	<i>Indicate particulars of performance security</i>



**SECTION III: GENERAL CONDITIONS OF CONTRACT**

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## **SECTION III - GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

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

### **3.2 Application**

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

### **3.3 Country of Origin**

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

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

### **3.4 Standards**

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

### **3.5 Use of Contract Documents and Information**

3.5.1 The tenderer shall not, without the Kisii University 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 Kisii University in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Kisii University prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Kisii University and shall be returned (all copies) to the Kisii University on completion of the Tenderer's performance under the Contract if so required by the Kisii University

### **3.6 Patent Rights**

3.6.1 The tenderer shall indemnify the Kisii University 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 Kisii University country

### **3.7 Performance Security**

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

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

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

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

### **3.8 Inspection and Tests**

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

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

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

3.8.4 The Kisii University 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 Kisii University or its representative prior to the equipment delivery.

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

### 3.9 **Packing**

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

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

### 3.10 **Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Kisii University Contract

### 3.11 **Insurance**

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

### 3.12 **Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Contract

3.12.2 Payments shall be made promptly by the Kisii University as specified in the contract

### 3.13 **Prices**

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

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.4 Price variation request shall be processed by the Kisii University within 30 days of receiving the request.

### **3.14. Assignment**

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Kisii University prior written consent

### **3.15 Subcontracts**

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

### **3.16 Termination for default**

3.16.1 The 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 deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Kisii University
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Kisii University has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Kisii University 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 Kisii University for any excess costs for such similar goods.

### **3.17 Liquidated Damages**

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the Kisii University shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### **3.18 Resolution of Disputes**

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

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

**3.19 Language and Law**

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

**3.20 Force Majeure**

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that 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**

### **Notes on Special Conditions of Contract**

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

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

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

**SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

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

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.7.1	<i>Indicate particulars of performance security</i>
3.12.1	<i>Indicate terms of payment</i>
3.18.1	<i>Indicate resolutions of disputes</i>

*(Complete as necessary)*



## **SECTION V - TECHNICAL SPECIFICATIONS**

### **5.1 General**

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The Kisii University reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
  - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

## PRICE SCHEDULE FOR GOODS

### SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ENGINEERING LABORATORY EQUIPMENT

NO	ITEM DESCRIPTION	SPECIFICATIONS	QTY	UNIT PRICE (VAT INCLUSIVE)	Indicate County Of Origin
1.	Control and protection module  Mod. GCB-3/EV	<p>Electronica Veneta or an equally approved quality</p> <p>1 Thermo-magnetic E.L.C.B. In = 10 A Idn = 30 mA, type A, with minimum voltage trip device and stop emergency pushbutton with mechanical interlock.</p> <p>1 Electronic drive with 4 quadrants for d.c. current motor with armature of 160 Vdc max 2 kW, separated excitation 160 Vdc feedback with tacho generator <math>K = 0.06</math> V/rev or armature reaction.</p> <p>1 Voltage regulator 0-220 Vdc – 2 A for synchronous machine excitation.</p> <p>1 Silk screen panel set on the rear of the module to connect the motor-generator set to a power up to 3 kVA.</p> <p>1 Wide-scale ammeter 5 Aac with ammetric switch for direct measurement of the current supplied or absorbed by the synchronous machine.</p> <p>1 Wide-scale voltmeter 500 Vac with voltmetric switch for direct measurement of the phase-phase voltage, neutral phase provided by the synchronous machine.</p> <p>1 Wide-scale frequency meter 35-70 Hz for direct measurement of the frequency provided by the synchronous machine.</p> <p>5 Sectionable fuses for synchronous machine protection.</p> <p>1 Phase sequence and voltage asymmetry relay, for 400-V networks, asymmetry control range 5-15%, self-powered 400 Vac.</p> <p>1 Maximum and minimum voltage three-phase relay / N, control range +10% / -15%, Ue 380-400-415 Vac, self-powered.</p> <p>1 Maximum and minimum frequency relay,</p>	1		

		<p>50-60 Hz, control range <math>\pm 10\%</math>, self-powered 230 Vac.</p> <p>1 Maximum current and short-circuit three-phase relay, control range 0-5 A / 5-25 A ac, auxiliary power supply 230 V 50-60 Hz.</p> <p>1 Digital electrical power analyzer to be used with balanced or unbalanced systems with neutral, for measurement of voltages, currents, active, reactive and apparent power, peaks of maximum active, reactive and apparent power, active and reactive power counting, cogeneration counters. The analyzer is complete with two programmable relays with maximum and minimum alarm functions programmable between the measured parameters. The analyzer is provided with an interface RS485 for acquisitions with a personal computer.</p> <p>230 V / PE 50-60 Hz – Max. absorption 3 KVA</p> <p>Module Accessories</p> <p>Theoretical-experimental handbooks</p>			
2.	<p>Synchronous motor-generator set</p> <p>Mod. MSG-3/EV</p>	<p>Electronica Veneta or an equally approved quality</p> <p>The rotating electrical machines have B3 constructive form and IP 22 protection degree.</p> <p><b>D.C. motor:</b>  Nominal power = 1000 W  Armature voltage = 170 Vdc  Rotation speed = 3000 rev/min  Separated excitation  Tachogenerator 0.06 Vdc/rev coupled to the motor  Thermal protector integrated in the windings.</p> <p><b>Synchronous three-phase alternator:</b>  Nominal power = 1000 VA  Armature voltage = 3 x 230/400 Vac  Delta/star connection  Rotation speed = 3000 rev/min  Separated excitation = 220 Vdc  Thermal protector integrated in the windings.</p> <p>Module Accessories</p> <p>Theoretical-experimental handbooks</p>	1		

3.	<p>Module for the parallel of generators</p> <p>Mod. PCB-3/EV</p>	<p>ElettronicaVeneta or an equally approved quality</p> <p>1 Thermomagnetic E.L.C.B. In = 16 AIdn = 30 mA, type A, with minimum voltage trip device and stop emergency pushbutton with mechanical interlock.</p> <p>3 Single-phase output sockets for power supply of the power generation panels and different accessories.</p> <p>2 Wide-scale 500-Vac voltmeters for comparison of the voltages shown by the triads to be set in parallel.</p> <p>2 Wide-scale frequency-meters from 30 to 70 Hz (500 Vac) for comparison of the frequencies shown by the triads to be set in parallel.</p> <p>1 Three-lamp sequence indicator for 400-V voltage.</p> <p>2 Electromagnetic counters, 25 A AC3, with stop and run pushbuttons.</p> <p>1 Three-pole T.M.C.B. In adjustable from 2.4 to 4 A</p> <p>1 4-pole E.L.C.B. In = 25 AIdn = 30 mA, type A.</p> <p>1 Digital electric power analyzer to be used with balanced or unbalanced systems with neutral, for measurement of voltages, currents, active, reactive and apparent power, peaks of maximum active, reactive and apparent power, active and reactive power counting, cogeneration counters. The analyzer is complete with two programmable relays with maximum and minimum alarm functions programmable between those measured. The analyzer is provided with an interface RS485, converter RS232 and software for acquisition of the parameters with a personal computer.</p> <p>230 V / PE 50-60 Hz – Max. absorption 3 KVA</p> <p>Module Accessories</p> <p>Theoretical-experimental handbooks</p>	1		
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4.	<p>Transmission lines and power transformer</p> <p>Mod. SEL-1/EV &amp; Mod. P-14A/EV</p>	<p>ElettronicaVeneta or an equally approved quality</p> <p><b>Power transmission lines simulator:</b></p> <p><b>Line 1</b></p> <p>Changeable parameter: Section (range in A)</p> <p>Used line model: PI</p> <p>Simulated Un: 120 Kv Un of work 400 V</p> <p>Simulated Pn: 10-15-20 MVA</p> <p>In of work: 1A</p> <p>Distributed equivalent R: 18-25-35 ohm</p> <p>Distributed equivalent inductance and capacity: 72 mH, 0.2 micro Farad</p> <p>Sectioning switches for line start and end</p> <p><b>Line 2</b></p> <p>Changeable parameters: length (km)</p> <p>Used line model: PI</p> <p>Simulated Un: 120 kV Un of work 400 V</p> <p>Simulated Pn: 20 MVA</p> <p>In of work: 1A</p> <p>Distributed equivalent resistance: 8.9-18-35 Ohm</p> <p>Distributed equivalent inductance: 144-72-36 mH</p> <p>Distributed equivalent capacity: 0.1-0.2-0.4 micro Farad</p> <p>Sectioning switches for line start and end</p> <p>Possibility to use the lines in single mode or in series / parallel connection.</p> <p>3x400 V max. 50-60 Hz</p> <p><b>Three-phase power transformer:</b></p> <p>power: 1500 VA</p> <p>primary voltage: 230/400/346 V 50-60 Hz</p> <p>delta/star/zigzag connection</p> <p>secondary voltage: 230/400 V with phase variation between</p> <p>Primary and Secondary of +/-20 electrical degrees.</p> <p>delta/star/zigzag connection</p> <p>protection: IP 22</p> <p>in-built thermal protection</p> <p>4 mm diameter safety terminals</p> <p>Module Accessories</p> <p>Theoretical-experimental handbooks</p>	1		
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5.	<p>Resistive and inductive loads</p> <p>Mod. RL-2/EV Mod. IL-2/EV</p>	<p>Electronica Veneta or an equally approved quality</p> <p><b>Variable resistance load:</b> 3 independent ohmic sectors 21 single-phase or d.c. active power values 7 three-phase active power values safety and protection terminals with fuses a.c. power supply: 230/400 V d.c. power supply: 220 V maximum active power: 2700 W</p> <p><b>Variable inductive load:</b> 3 independent inductive sectors 21 single-phase reactive power values 7 three-phase reactive power values safety and protection terminals with fuses power supply: 230/400 V 50 Hz max. apparent power: 1350 VA</p> <p>Module Accessories Theoretical-experimental handbooks</p>	1		
6.	<p>Panel of experimentation of automatic power factor correction systems.</p> <p>Mod. C-PF/EV</p>	<p>Electronica Veneta or an equally approved quality</p> <p>Set of modules for the study and experiments on power factor improvement circuits</p> <p>1 Module AZ-191a: 1 electronic gear case for three-step power factor improvement</p> <p>1 Modules AZ-191b: 1 2-mF power factor improvement capacitive three-phase battery, 1 4-mF power factor improvement capacitive three-phase battery, discharge resistors, inductances for limiting the transitory at the insertion</p> <p>1 Module AZ-10: 5 panel fuse-holder with sectionable hoses 4 / 6 A</p> <p>1 Module AZ-15: 1 transformer 115-230 / 12-24 V 50-60 Hz 72 VA</p> <p>3 Modules AZ-41: 1 electromagnetic counter for industrial uses, 24-Vac coil</p> <p>1 Module AZ-VIP: Digital analyzer for electrical power to be used with balanced or unbalanced systems with or without neutral. Good to be used for measurement of voltages, currents, active, reactive and apparent powers, peaks of maximum active, reactive or apparent power, active and reactive energy counting, cogeneration</p>	1		

		<p>counting. The analyzer is complete with two programmable relays with minimum or maximum alarm functions between the measured parameters. The analyzer is complete with interface RS485 for acquisition of the parameters with a personal computer.</p> <p>3x400 V max. 50-60 Hz</p> <p>Module Accessories Theoretical-experimental handbooks</p>			
7.	<p>Set of protection relays for high-voltage and low-voltage networks</p> <p>Mod. SRT-1/EV</p>	<p>Elettronica Veneta or an equally approved quality</p> <p>Set of modules for the study of static protection relays and measurement transformers</p> <p><b>1 Module SR-1</b> – 1 maximum current and short-circuit three-phase relay, control range 0-5 A / 5-25 A ac, auxiliary power supply 230 V 50-60 Hz</p> <p><b>1 Module SR-2</b> – 1 maximum or minimum current single-phase relay, control range 0.1-5 Aac/dc, auxiliary power supply 230 V 50-60 Hz</p> <p><b>1 Module SR-3</b> – 1 maximum and minimum voltage three-phase relay / N, control range +10% / -15%, Ue 380-400-415 Vac, self-powered</p> <p><b>1 Module SR-4</b> – 1 maximum or minimum voltage single-phase relay, control range 2-500 Vac/dc, auxiliary power supply 230 V 50-60 Hz</p> <p><b>1 Module SR-5</b> – 1 maximum and minimum frequency relay, 50-60 Hz, control range ±10 %, self-powered 230 Vac</p> <p><b>1 Module SR-6</b> – 1 phase sequence and voltage asymmetry relay for 400-V networks, asymmetry control range 5-15 %, self-powered 400 Vac</p> <p><b>1 Module SR-7</b> – 1 auxiliary relay with two exchange contacts, driven with signals TTL / PLC / pushbuttons for running, stop, 24-Vdc excitation</p> <p><b>1 Module SR-8</b></p>	1		

		<ul style="list-style-type: none"> <li>- 1 auxiliary relay with two exchange contacts, 24-Vdc excitation</li> <li>- 1 optical and acoustic signaler, 24 Vac/dc</li> </ul> <p><b>1 Module SR-9</b></p> <ul style="list-style-type: none"> <li>- 1 timer relay with an exchange contact, multifunction, wide scale, multi-voltage 24-Vac/dc</li> </ul> <p><b>1 Module SR-10</b></p> <ul style="list-style-type: none"> <li>- 1 fixed time directional current relay, 5 A – 400 V, 230-Vac auxiliary power supply</li> </ul> <p><b>1 Module SR-11</b></p> <ul style="list-style-type: none"> <li>- 3 ammeter transformers of the wound primary 10/5 A, performance 3 VA in cl. 0.5</li> </ul> <p><b>1 Module SR-12</b></p> <ul style="list-style-type: none"> <li>- 3 volt metric transformers 500 / 100 V, performance 4 VA incl. 0.5</li> </ul> <p><b>1 Module SR-13</b></p> <ul style="list-style-type: none"> <li>- 1 current adder transformer 5+5+5 / 5 A, performance 40 VA in cl. 0.5</li> </ul> <p>Module Accessories Theoretical-experimental handbooks</p>			
8	<b>Atomic Absorption Spectrophotometers</b>	<p>SHIMADZU-AA-7000 Series complete set Requires ASC stand kit Requires ASK-7000 Automatic burner height search function can be used AA-7000/AAC/ equips with AAC as standard</p>	1		
9	<b>Rotary Evaporator</b>	<p>RE300 &amp; RE300B Simple, counter balanced lift mechanism PTFE/ glass liquid pathway for chemical inertness. Sparkless induction motor Long life graphite impregnated PTFE Vacuum seal. Efficient flask and vapour tube ejection system.</p>	1		
<b>GRAND TOTAL</b>					

**N/B: ALL PRICES MUST BE FILLED ON PRICE COLUMN IN THIS LIST IN THE FORMAT PROVIDED**

Signature of tenderer \_\_\_\_\_ Stamp.....

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.



## SECTION VIII - 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 Kisii University .
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 Kisii University .
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the Kisii University , this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form - When required by the tender 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: \_\_\_\_\_

\_\_\_\_\_  
[name and address of Kisii University ]

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, Installation, Testing and Commissioning of Engineering Laboratory Equipment** ( ..... (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 .....( Kisii University ).

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 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 \_\_\_\_\_



**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. ....

<b>Working Mobile No a must :</b>														
<b>E mail</b>														

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  
.....
- .....

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

<b>Part 2 (b) Partnership</b>	
Given details of partners as follows:	
Name	Nationality                      Citizenship Details                      Shares
1. ....	.....
2. ....	.....
3. ....	.....
4. ....	.....
<b>Part 2 (c) – Registered Company</b>	
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	<input type="checkbox"/>
Kshs.200,000.00-500,000.00	<input type="checkbox"/>
Kshs.500,000.00 Upwards	<input type="checkbox"/>
( Tick √ )	
Credit Facility:	
30 days	<input type="checkbox"/>
60 days	<input type="checkbox"/>
90 days	<input type="checkbox"/>
( Tick √ )	
Date .....Signature of Candidate .....	

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

## **MANDATORY REQUIREMENT.**

Kindly indicate and attach the various documents and information as indicated below and make sure the document is **well bound showing the pages they are attached.**

### **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;

1. Attach 3 Orders of Local Purchase Order's/ LSO or Contracts of similar work from different clients.
2. Manufacturer authorization letter
3. Valid Tax Compliance certificate.
4. Registration Certificate.
5. Valid Business permit
6. Attach copy of Identification Card (ID) or passport of the director/ proprietor
7. Tender security of 2%
8. Duly filled Confidential Business Questionnaire.
9. Duly filled form of tender
10. Attach two years audited accounts from 2014 and onwards

## Technical requirement (80 points)

No	Requirement	Max. Points	Points Awarded	Remarks
1.	Credit Facility: 30 days 60 days 90 days	5 10 20		
2.	Specification of the equipment as indicated in the tender document	18		
3.	Due diligence :- Due diligence will consider not limited to the following  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 (26points )  Where information provided contradicts the site visit, bidders will be disqualified	42		
<b>TOTAL</b>		<b>80</b>		

## FINANCIAL SCORES (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 + site visit) 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

### 8.3 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, Installation, Testing and Commissioning of Engineering Laboratory Equipment** ..... [*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 ..... [*name of Kisii University*] (hereinafter called “the Kisii University”) in the sum of ..... for which payment well and truly to be made to the said Kisii University, 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 Kisii University 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 Kisii University up to the above amount upon receipt of its first written demand, without the Kisii University having to substantiate its demand, provided that in its demand the Kisii University 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)

## 8.4 CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between  
..... [name of Procurement entity] of ..... [country of Procurement entity] (hereinafter  
called “the Kisii University ) of the one 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 ..... [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 Kisii University Notification of Award
3. In consideration of the payments to be made by the Kisii University to the tenderer as hereinafter mentioned, the tender hereby covenants with the Kisii University to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the 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 the Kisii University

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 .....  
[name of 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 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]

**8.6 MANUFACTURER’S AUTHORIZATION FORM**

To *[name of the Kisii University ]* .....

WHEREAS .....*[ name of the manufacturer]* who are established and reputable manufacturers of ..... *[name and/or description of the goods]* having factories at ..... *[address of factory]* do hereby authorize ..... *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. .... *[reference of the Tender]* for the above goods manufactured by us.

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

\_\_\_\_\_  
*[signature for and on behalf of manufacturer]*

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