

LAIKIPIA

P.O. Box 1100-20300,
NYAHURURU,
KENYA



UNIVERSITY

TEL: +254-(0) 20 2696596;
procurement@Laikipia.ac.ke;
www.Laikipia.ac.ke

**TENDER NO.: LU/06/2018-2019: PROVISION OF
LOCAL AREA NETWORK EXTENSION FOR
LAIKIPIA UNIVERSITY.**

**CLOSING DATE: 7TH JUNE 2019
TIME: 12:00 NOON**

TABLE OF CONTENTS

Contents

SECTION I: INVITATION TO TENDER.....	3
FORM OF TENDER	4
TENDER SECURITY FORM.....	5
CONTRACT FORM.....	6
FIRM’S AUTHORIZATION	7
SECTION II - INSTRUCTIONS TO TENDERERS.....	8
SECTION III: GENERAL CONDITIONS OF CONTRACT.....	17
SECTION IV - TECHNICAL SPECIFICATIONS.....	21
SECTION V: APPLICANT QUESTIONNAIRE	22
SECTION VI: CONFIDENTIAL BUSINESS QUESTIONNAIRE.....	23
SECTION VII: SWORN STATEMENT.....	25
SECTION VIII: EVALUATION CRITERIA	26
LAN BILL OF MATERIALS AND WORKS	27

SECTION I: INVITATION TO TENDER

DATE: 24th May 2019

TENDER REF. NO: LU/06/2018-2019

TENDER NAME: Provision of LAN extension for Laikipia University

- 1.1 Laikipia University invites sealed applications from eligible candidates for the provision of the above services.
 - 1.2 Interested eligible candidates may obtain further information from and inspect the bid documents at Procurement Department, Laikipia University during normal working hours. Applicants must satisfy the conditions stated below and attach the documents as required
 1. Copy of current trade license/Current Business permit
 2. Copy of PIN certificate, VAT Registration or Exemption letter from VAT Department.
 3. Certificate of Tax Compliance (current)
 4. Registration with Communication Authority of Kenya (CAK)
 5. Physical, postal, email address, telephone number and location.
 6. Certificate of registration with National treasury or disadvantaged group (*where applicable*)
 7. A mandatory site visit (this should guide the firm in preparing a network diagram for the works.
 8. Dully filled applicants questionnaire and a confidential business questionnaire
 - 1.3 A complete set of application documents may be obtained by interested eligible candidates from the University website at www.Laikipia.ac.ke
 - 1.4 Duly filled tender documents in plain sealed envelopes, **clearly marked with Tender number, tender description** and bearing no indication of the applicant should be deposited in the **Tender Box** provided at **the Security Department at the main Campus** , Laikipia University or be addressed and posted to:

The Vice Chancellor
Laikipia University
P.O. Box 1100 – 20300
NYAHURURU
- So as to reach the University **NOT LATER THAN on Friday, 7th June 2019 at 12:00 Noon**
- 1.5 Application documents will be opened immediately thereafter in the University Boardroom in the presence of the candidates or their representatives who choose to attend

FOR VICE CHANCELLOR

FORM OF TENDER

Date

Tender No.....

TO: Vice Chancellor
Laikipia University
P.O Box 1100-20300
NYAHURURU

Gentlemen and/or Ladies

1. Having examined the tender documents including Addenda No. we the undersigned, offer Provision of Local Area Network Extension for Laikipia University in conformity with the tender documents at a total annual sum of.....

(Total tender amount in words and figures. Quotation to include all charges and taxes)

Or such other sum as may be ascertained with the schedule of prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to supply, deliver, assemble, install and commission library security system in accordance with the delivery schedule specified in the schedule of requirements.
3. We agree to abide by this Tender for a period of 90 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.
4. Until a formal Contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. 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 and on behalf of _____

TENDER SECURITY FORM

Whereas (Name of the tenderer)
(Hereinafter called "the tenderer") has submitted its tender dated
(Date of submission of tender for the Provision of Local Area Network extension for Laikipia University
(herein called "the Tender"))

..... KNOW ALL
PEOPLE by these presents that WE
Of..... having our registered office at
..... (Hereinafter called "the Bank" are bound unto)
Laikipia University

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 receipt upon receipt of its first written demand, without the procuring entity having to substantiate its demands, 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 conditions, specifying the occurrence conditions or conditions.

This guarantee will remain in force up to 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) _____ Date _____

Seal _____ Witness Name _____

Signature _____ Date _____

CONTRACT FORM

THIS AGREEMENT made on the ___ day of _____ 20___ Between: Laikipia University, P.O Box 1100-20300, NYAHURURU (hereinafter called “procuring entity”) on one part and

_____ (Name of tenderer) of
_____ (City and country of
tenderer) (Hereinafter called “the tenderer”) of the other part.

WHEREAS the university invited tenders for Provision of Local Area Network extension for Laikipia University and has accepted a tender by the tenderer for the above in the sum of
.....
..... (Contract price in words and figures) hereinafter called “the contract price”)

NOW THIS AGREEMENT WITNESS AS FOLLOWS

1. In this agreement words and expression shall have the same meanings as are respective 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 price Scheduled submitted by the tenderer
 - (b) The Schedule of Requirements
 - (c) The Technical Specification
 - (d) The General Conditions of Contract
 - (e) The Special Conditions of Contract, and
 - (f) The University’s Notification of Award
3. In consideration of the payments to be made by the University to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the University to provide the service and to remedy defects therein in conformity in all respects with the provisions of the contracts.
4. The University hereby covenants to pay the tenderer in consideration of the provision of the services and remedying of defects therein, the Contract price or such other sum as may become payable under the provision of the contracts at the time 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 above written

Signed sealed, delivered by _____ the _____ (for the University) Signed sealed, delivered by _____ the _____ (for the tenderer)

In the presence of _____

FIRM'S AUTHORIZATION

TO: Laikipia University

WHEREAS _____

(Name of the firm)

who are established and reputable firm of _____

(Name and/or description of the service)

do hereby authorize _____

(Name and address of Agent)

To submit a tender, and subsequently negotiate and sign the Contract with you against tender No. _____ for the above services.

(Reference of the Tender)

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

(Signature for and of behalf of the firm)

Note: This letter of authority should be in the letterhead of the Firm and should be signed by a person competent.

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 supply of goods by the intended completion date specified in the Schedule of Requirements
- 2.1.2 Laikipia University's 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 Laikipia 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 Laikipia University, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The tender document shall be offered at no cost to the prospective bidders.
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4 The Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers:
 - i. Invitation to Tender
 - ii. Instructions to tenderers
 - iii. General Conditions of Contract
 - iv. Special Conditions of Contract
 - v. Schedule of requirements
 - vi. Technical Specifications
 - vii. Tender Form and Price Schedules
 - viii. Tender Security Form
 - ix. Contract Form
 - x. Performance Security Form
 - xi. Bank Guarantee for Advance Payment Form
 - xii. 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 Laikipia University in writing or by post at the entity's address indicated in the Invitation to Tender. Laikipia 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 Laikipia 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 that have received the tender document.

2.5.2 Laikipia 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, Laikipia 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 that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, Laikipia 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 Laikipia 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) 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 Laikipia University's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

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

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

2.13 Goods Eligibility and Conformity to Tender Documents

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

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

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

- a) a detailed description of the essential technical and performance characteristic of the goods;
 - b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by Laikipia University; and
 - c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative

Standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be 0.5% of the total tender price.
- 2.14.3 The tender security is required to protect Laikipia University against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company (as listed by the Public Procurement Oversight Authority) and in the form provided in the tender documents or another form acceptable to Laikipia University and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by Laikipia University as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by Laikipia University.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- a. if a tenderer withdraws its tender during the period of tender validity specified by Laikipia 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

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 Laikipia University, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Laikipia University as non-responsive.

2.15.2 In exceptional circumstances, Laikipia 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 Laikipia 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 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 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 Laikipia University at the address given in the Invitation to Tender:

b) bear, tender number and name in the Invitation for Tenders and words, "**DO NOT OPEN BEFORE,**" *7th June 2019 at 12 Noon*

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

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

2.18 Deadline for Submission of Tenders

2.18.1 2.18.1 Tenders must be received by Laikipia University at the address specified under paragraph 2.17.2 no later than *7th June 2019 at 12 Noon*

2.18.2 2.18.2 Laikipia 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 Laikipia University and candidates previously subject to the deadline will therefore be

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 Laikipia 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 no later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5 Laikipia 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 Laikipia University shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

- 2.20.1 Laikipia University will open all tenders in the presence of tenderers' representatives who choose to attend, on **7th June 2019 at 12:00 Noon** and in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as Laikipia University, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 Laikipia 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 Laikipia 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 Laikipia University in Laikipia University's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

- 2.22.1 Laikipia 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 Laikipia 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 affect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 Laikipia 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. Laikipia University's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by Laikipia 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, Laikipia 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 Laikipia 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 applicable shall not exceed 15%

2.26 Contacting Laikipia University

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact Laikipia 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 Laikipia 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, Laikipia 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 Laikipia 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 Laikipia 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 a University will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

c) Procuring entity's Right to Vary quantities

- 2.27.5 Laikipia 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
- 2.27.6 Laikipia 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 Laikipia University's action.

2.28 Notification of Award

- 2.28.1 Prior to the expiration of the period of tender validity, Laikipia 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, Laikipia 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 Laikipia University notifies the successful tenderer that its tender has been accepted, Laikipia University will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Laikipia University.

2.30 Performance Security

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from Laikipia 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 Laikipia 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 Laikipia University may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 2.31 Corrupt or Fraudulent Practices

2.31.1 Laikipia 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; “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and “fraudulent practice” means a misrepresentation of facts in order to influence procurement process or the execution of a contract to the detriment of Laikipia 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 Laikipia University of the benefits of free and open competition;

2.31.2 Laikipia 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.

SECTION III: GENERAL CONDITIONS OF CONTRACT

3.1.1 Definitions

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

- a) "The Contract" means the agreement entered into between Laikipia 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 Laikipia University under the Contract.
- d) "Laikipia 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 Laikipia 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 Laikipia University's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of Laikipia 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 Laikipia University's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

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

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Laikipia University's country

3.7 Performance Security

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

3.7.2 3.7.2 The proceeds of the performance security shall be payable to Laikipia 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 Laikipia 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 Laikipia University, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by Laikipia 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 Laikipia University and/or the ICT Authority shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. Laikipia 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 Laikipia University.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, Laikipia 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 Laikipia University.

3.8.4 Laikipia University's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by Laikipia 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 3.9 Packing

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

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

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract
- 3.12.2 Payments shall be made promptly by Laikipia 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 Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation request shall be processed by Laikipia 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 Laikipia University's prior written consent

3.15 Subcontracts

- 3.15.1 The tenderer shall notify Laikipia 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 Laikipia 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 Laikipia University
 - b. if the tenderer fails to perform any other obligation(s) under the Contract
 - c. if the tenderer, in the judgment of Laikipia University has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event Laikipia 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 Laikipia 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, Laikipia 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 Laikipia 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 - TECHNICAL SPECIFICATIONS

4.1 GENERAL

- 4.1.1 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.
- 4.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered Comply with each specified requirement.
- 4.1.3 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. Laikipia University reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 4.1.4 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.

SECTION V: APPLICANT QUESTIONNAIRE

Please fill in block letters

1. Full names of applicant
2. Full address of applicant to which correspondence is to be sent
.....
3. Physical location of the Supplier
 Building.....
 Street.....
 Town.....
4. Telephone number(s) of applicant
5. Fax and E-mail address of applicant
6. Name of applicant’s representative to be contacted on matters of execution during the contract
.....
.....
7. Details of applicant’s nominated agent (if any) to receive tender/quotation notices. This is essential if the applicant does not sell directly to consumers (Address, Telephone Number, Fax, E-mail Address etc.)
.....
.....
.....

SECTION VI: CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated:

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

PART 1 – GENERAL

- a) Business Name
- b) Location of business premises County//Town
- c) Street / Road.....
- d) Building.....
- e) Plot Number
- f) Postal Address Telephone No.
- g) Nature of Business And Specialization.....
- h) Current Trade License No.(attach copy)
- i) Pin number(attach copy)
- j) V A T Certificate Number(attach copy)
- k) Maximum Value of Business which you can handle at any one time Kshs.....
- l) Name of your Bankers Branch
- m) Your trade terms (including mode of payment, credit allowed and discount)
.....
- n) Bankers Certificate on the applicants liquidity, suitability and credit limitation
.....
- o) Name and Telephone of contact person
.....
- p) Any other

PART 2 (A) – SOLE PROPRIETORS

- a) Your name in full Age

b) Nationality Country of Origin
Citizenship details

PART 2 (B) – PARTNERSHIP

Give details of partners as follows:-

NAME	NATIONALITY	SHARES
1.
2.
3.
4.

PART 2(C) REGISTERED COMPANY

a) **Private or Public** State the nominal and
Issued capital of the company:-

Nominal Kshs

Issued Kshs

b) **Details of Directors:**

NAME	NATIONALITY	SHARES
1.
2.
3.
4.

If Kenyan Citizen, indicate under “Citizenship Details” whether by birth, naturalization or registration

SECTION VII: SWORN STATEMENT

The undersigned having studied the invitation for registration as a supplier hereby state that:

- a) The information furnished in our application is accurate to the best of our knowledge.
- b) That in the event of being registered, we acknowledge that this will give us the right to participate in the submission of a tender on the basis of provisions in the tender document to follow.
- c) When the call for tenders is issued and the legal, technical or financial condition or the contractual capacity of the firm changes we commit ourselves to inform you and acknowledge your sole right to review the registration mode.
- d) We enclose all the required documents and information required for the registration evaluation.

Date:

Applicant's Name

Represented by:
(Capacity)

Signature:

Witness Name.....**Signature**.....

(Full name and designation of the person signing and stamp or seal)

SECTION VIII: EVALUATION CRITERIA

A. Mandatory requirements

1. Copy of current trade license/Current Business permit
2. Copy of PIN certificate, VAT Registration or Exemption letter from VAT Department.
3. Certificate of Tax Compliance (current)
4. Registration with Communication Authority of Kenya (CAK)
5. Physical, postal, email address, telephone number and location.
6. Certificate of registration with National treasury or disadvantaged group (*where applicable*)
7. A mandatory site visit (this should guide the firm in preparing a network diagram for the works.
8. Dully filled applicant's questionnaire and a confidential business questionnaire

B. Technical requirements

S/No	Criteria	Score
1.	A comprehensive Network diagram indicating how the firm proposes to connect the External linkages, Dean of Students, Media, Farm, Transport and Security Buildings with the server room	20
2.	Previous experience with at least two previous assignments based on similar tasks undertaken. One to be Preferably an Institution of higher learning	30
3.	CVs of professional resource persons proposed to carry out the exercise. Technical staff must have a minimum of a University degree, at least 5 years' experience.	20
4.	Financial statements for the last two financial periods.	20
5.	Litigation history.	10
	TOTAL	100

Bidders whose score will be 70 and above will be considered for financial evaluation.

C.Financial Evaluation

Please see the bill of Materials below for financial consideration:

LAN BILL OF MATERIALS AND WORKS

S/NO.	NAME	UNIT	QUAN TITY	UNIT PRICE	TOTAL
1.	24 CORE CABLE (Single Mode Armored 2017 and above)	Meters	1500		
2.	12 CORE CABLE (Single mode Armored 2017 and above)	Meters	655		
3.	Fiber Trenching (2.5 feet deep) & Backfilling	Meters	1610		
4.	Cable Pulling & Duct installation	Meters	2155		
5.	HDPE PVC Duct 32MM	Meters	1610		
6.	ODF Termination / Splicing	Unit	108		
7.	12 PORT ODF SC UPC	Pieces	7		
8.	24 PORT ODF SC UPC	Pieces	1		
9.	Fiber pigtails	Units	108		
10.	SC Female to SC Female Duplex Adapters	Pieces	56		
11.	Fiber Jumper SC-LC 3M Single Mode	Pieces	14		
12.	Manhole Construction (800mm by 650mm) with covers (600mm *450mm)	Units	29		
13.	Fiber Enclosure Splicing	Units	36		
14.	Fiber Enclosure (24 Port)	Unit	2		
15.	1G Cisco SFPs (GLC- LH-SMD)	Pieces	12		
16.	1G Cisco SFPs (GLC- LH-MMD)	Pieces	4		
17.	WAP Ubiquity Unify HD Outdoor 1733 mbps	Pieces	3		
18.	WARNING TAPE	PCs x100Mtrs	20		
19.	Testing and Documentation	Test			
20.	Warranty Statement for a period of 2 years				
	TOTAL				

Bidder with the lowest evaluated bid will be considered for award.

NB:

- *All prices MUST include all costs including VAT and transport where applicable*
- *The contractors will be required to come for a site survey on Thursday 30th May 2019 AT 10.00 A.M. for Certification of site survey (Signed by the Procurement Officer)*
- *The contractor must provide a comprehensive star topology network diagram on how they propose to connect the departments with the server room with detailed specifications showing water points, sewage lines and points of termination.*
- *All manhole specifications must meet the required standard.*
- *Prices MUST be valid for a period of not less than 90 days from the day of submission of the bids*