



**umma
university**
Fostering knowledge and Innovation

**TENDER FOR SUPPLY, DELIVERY, TESTING, TRAINING AND
COMMISSIONING OF UMMA TVET INSTITUTE EQUIPMENTS**

TENDER NUMBER UUT/2/2024

TENDER CLOSING/OPENING DATE:

TUESDAY 7TH MAY 2024 AT 10.00AM

PROCURING ENTITY: UMMA UNIVERSITY KAJIADO

TENDER NAME AND DESCRIPTION OF GOODS: SUPPLY, DELIVERY, TESTING, TRAINING AND COMMISSIONING OF UMMA TVET INSTITUTE EQUIPMENTS.

1. Umma University invites sealed tenders for the Supply, Delivery, Testing, Training and Commissioning of Umma Tvet Institute Equipments
2. Tendering will be conducted under appropriate procurement method selected by the procuring entity using a standardized tender document. Tendering is open to eligible, qualified and interested tenderers.
3. A complete set of tender documents may be downloaded at the university website umma.ac.ke at a cost of 1500/= payable to KCB Bank account number 1198158468. Payment receipt to be attached to the tender document.
4. Tenders shall be quoted be in Kenya Shillings and shall include all taxes. Tenders shall remain valid for (120) days from the date of opening of tenders.
5. This Tender does not need a Tender Security.
6. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
7. Completed tender documents **MUST** be submitted to the University tender box at the reception main campus in Kajiado so as to be received on or **before 7th May 2024**
8. Tenders will be opened immediately after the deadline date and time specified above or any dead line date and time Specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
9. Late tenders will be rejected.
10. The addresses referred to above are:

A. Address for obtaining further information and for purchasing tender documents

- (1) Name of Procuring Entity. **Umma University**
- (2) Physical address for hand Courier Delivery to an office or Tender Box (City, Street Name, Building, Floor Number and Room). Kajiado along Namanga Road.
- (3) Postal Address 713-01100 Kajiado

B. Name, telephone number and e-mail address of the officer to be contacted.

procurement @ umma.ac.ke, Tel.0703969000

C. Address for Submission and Opening of Tenders.

- 1) Name of Procuring Entity. Umma University
- 2) Postal Address: Vice Chancellor P.O. Box 713-01100 KAJIADO
- 3) Physical address for hand Courier Delivery to an office or Tender Box (City, Street Name, Building, Floor Number and Room). Kajiado Main Campus, A long Nairobi Namanga Road.

PART1: TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

A GENERAL PROVISIONS

10 Scope of tender

11 The Procuring Entity invites tenders for supply of equipments as described in the tender document. The name, identification, and number of lots (contracts) of this Tender Document are as specified.

12 Throughout this tendering document:

- a) The term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
- b) if the context so requires, “singular” means “plural” and vice versa;
- c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes official public holidays.

20 Fraud and corruption

21 The Procuring Entity requires compliance with the provisions of the policy, rules and procedures of Umma University. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings in Kenya.

22 Tenderers shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

23 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

30 Eligible tenderers

31 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution or an individual or any combination of such entities in the form of a joint venture (JV) under an existing agreement with the intent to enter in to such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be not more than 3 members.

32 Staff of Umma University, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract.

33 A Tenderer shall not have a conflict of interest. Any tenderer found to have a conflict of interest shall be disqualified. A tenderer may be considered to have a conflict of interest for the purpose of this tendering process, if the tenderer:

- a) Directly or indirectly controls, is controlled by or is under common control with an other tenderer;
- b) Receives or has received any director indirect subsidy from another tenderer;
- c) Has the same legal representative as an other tenderer;
- d) Has a relationship with an other tenderer, directly or through common third parties, that puts it in a position to influence the tender of an other tenderer, or influence the decisions of the Procuring Entity regarding this tendering process;
- e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods or works that are the subject of the tender;
- f) Any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as a consultant for Contract implementation;
- g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document;
- h) Has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and:
 - i) Are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract; or
 - ii) May be involved in the implementation or supervision of such Contract unless the conflicts stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.

34 A tenderer shall not be involved in corrupt, coercive, obstructive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified

40 Eligible goods, equipment, and services

41 Goods, equipment and services to be supplied under the Contract may have their origin in any country that is not ineligible. At the Procuring Entity's request, Tenderers may be required to provide evidence of the origin of Goods, equipment and services.

42 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

50 Tenderer's responsibilities

51 The tenderer shall bear all costs associated with the preparation and submission of his/her tender, and the Procuring Entity will in no case be responsible or liable for those costs.

52 The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the supply of equipments and its surroundings and obtain all information that may be necessary for preparing the tender and entering into a contract for supply of the equipments. The costs of visiting the Site shall bear the tenderer's own expense.

B. CONTENTS OF TENDER DOCUMENTS

Section I – Instructions to Tenderers
 Section II- Evaluation and Qualification Criteria
 Section III – Tendering Forms

Section IV – Price Schedule
 Section V - Specifications

Section VII - General Conditions (GCC)
 Section VIII- Contract Forms

6.0 Clarification of Tender Document, Site Visit, Pre-tender Meeting

6.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified herein to raise its enquiries during the tendering process. The Procuring Entity will respond in writing to any request for clarification, provided that such

request is received no later than 3 days prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents, including a description of the inquiry but without identifying its source. If so specified the Procuring Entity shall also promptly publish its response at the web page identified. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents.

7.0 Amendment of Tender Documents

- 7.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tender Documents by issuing addenda.
- 7.2 Any addendum issued shall be part of the Tender Documents and shall be communicated in writing to all who have obtained the Tender Documents from the Procuring Entity. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's website.
- 7.3 To give Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity should extend the dead line for the submission of Tenders and communicate the same appropriately.

C. PREPARATION OF TENDERS

8. Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

90.0 Language of Tender

The Tender, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring Entity, shall be written in the English Language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate and notarized translation of the relevant passages into the English Language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

10.0 Tender Prices and Discounts

- 10.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Price Schedule shall conform to the requirements of the tender.
- 10.2 The Tenderer shall fill in rates and prices for all items described in the price schedule. Items against which no rate or price is entered by the Tenderer shall be deemed covered by the rates for other items in the Price Schedule and will not be paid for separately by the Procuring Entity. An item not listed in the price schedule shall be assumed to be not included in the Tender, and provided that the Tender is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Tenderers will be added to the Tender price and the equivalent total cost of the Tender so determined will be used for price comparison.
- 10.3 The price to be quoted in the Form of Tender shall be the total price of the Tender, including taxes and any discounts offered.

11.0 Currencies of Tender and Payment

- 11.1 The currency(ies) of the Tender and the currency(ies) of payments shall be the same.
- 11.2 Tenderers shall quote entirely in Kenya Shillings. The unit rates and the prices shall be quoted by the Tenderer in the Price Schedule, entirely in Kenya shillings.
 - 11.2.1 A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Kenya (referred to as “the foreign currency requirements”) shall indicate the Tender Price (excluding Provisional Sums), needed by the Tenderer for the payment of such foreign currency requirements, limited to no more than two foreign currencies.
 - 11.2.2 The rates of exchange to be used by the Tenderer in arriving at the local currency

equivalent and the percentage(s) mentioned in (a) above shall be specified by the Tenderer and shall be based on the exchange rate provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening. Such exchange rate shall apply for all foreign payments under the Contract.

12.0 Period of Validity of Tenders

12.1. Tenders shall remain valid for the Tender Validity period of 120 days. The Tender Validity period starts from the date fixed for the Tender submission deadline. A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

12.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested, it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

13.0 Tender Security

13.1 The Tenderer shall furnish as part of its Tender, a Tender Security as specified in the Invitation to Tender Notice in original form.

D. SUBMISSION AND OPENING OF TENDERS

14.0 Sealing and Marking of Tenders

14.1 The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

- 14.1.1 in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender.
- 14.1.2 in a new envelope or package or container marked "COPIES", all required copies of the Tender.

The inner envelopes or packages or containers shall:

- a) bear the name and address of the Procuring Entity,
- b) bear the name and address of the Tenderer; and
- c) bear the name and Reference number of the Tender.

14.2 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

15.0 Deadline for Submission of Tenders

15.1 Tenders must be received by the Procuring Entity at the address specified and no later than the date and time as specified. When so specified tenderers shall have the option of submitting their Tenders electronically.

15.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Documents in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

16.0 Late Tenders

The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of tenders. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

17.0 Withdrawal, Substitution, and Modification of Tenders

17.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization

(except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

17.2 No Tender may be withdrawn, substituted, or modified 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 Form of Tender or any extension thereof.

18.0 Tender Opening

18.1 The Procuring Entity shall publicly open and read out all Tenders received by the deadline, at the date, time and place specified herein in the presence of Tenderers' designated representatives who chooses to attend.

18.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelopes with the corresponding Tender shall not be opened but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

E. Evaluation and Comparison of Tenders

19.0 Evaluation of tenders shall entail three stages, preliminary, technical and financial evaluation.

1. Clarification of Tenders

19.1 To assist in the examination, evaluation, and comparison of the tenders, and qualification of the tenderers, the Procuring Entity may, at its discretion, ask any tenderer for a clarification of its tender, given a reasonable time for a response. Any clarification submitted by a tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the tenders.

19.2 If a tenderer does not provide clarifications of its tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

2. Determination of Responsiveness

20.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the tender itself as per the evaluation criteria in SECTION II.

3. Arithmetical Errors

21.1 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- i. Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- ii. Any errors in the submitted tender arising from a miscalculation of unit price, quantity, and subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail

21.2 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

4. Currency provisions

22.1 Tenders will be priced in Kenya Shillings only. Tenderers quoting in currencies other than in Kenya shillings will be determined non-responsive and rejected.

5. Nominated Subcontractors

23.1 Unless otherwise stated the Procuring Entity does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Procuring Entity.

23.2 Tenderers may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified. Subcontractors proposed by the Tenderer shall be fully qualified for their parts of the Works.

23.3 The subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unless their specialized parts of the Works were previously designated by the Procuring Entity as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Tenderer may be added to the qualifications of the Tenderer.

6. Comparison of Tenders

24.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established to determine the Tender that has the lowest evaluated cost.

7. Best Evaluated Tender

25.1 Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Best Evaluated Tender. The Best Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

- i. Most responsive to the Tender document; and
- ii. the lowest evaluated price.

8. Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders.

26.1 The Procuring Entity reserves the right to accept or reject any Tender and to annul the Tender process and reject all Tenders at any time prior to Contract Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenderers shall be notified with reasons and all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

9. Award Criteria

27.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

10. Notice of Intention to enter into a Contract

28.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract / Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) the name and address of the Tenderer submitting the successful tender;
- b) the Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

11. Debriefing by the Procuring Entity

29.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

29.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending **such a debriefing meeting.**

12. Signing of Contract

As specified in the Notification of Intention to enter into contract, the Procuring Entity shall send the

successful Tenderer the Contract Agreement.

SECTION II - EVALUATION AND QUALIFICATION CRITERIA

Evaluation of tenders shall be conducted in three stages, preliminary evaluation (Stage 1), Technical Evaluation (Stage 2) and Financial evaluation (Stage 3).

STAGE 1- PRELIMINARY EVALUATION

This stage of evaluation shall involve examination of the Mandatory Requirements as set out in the Tender document.

	MANDATORY REQUIREMENTS	REMARKS (YES/NO)
1.	Attach certified copy of Certificate of Incorporation / Business Registration	
2.	Attach valid copy of KRA Tax Compliance Certificate	
3.	Attach valid certified copy of Single Business Permit.	
4.	Attach copy of duly filled, signed and stamped Confidential Business Questionnaire Form.	
5.	Attach copy of duly filled, signed and stamped Form of Tender	
6.	Attach certified copy of National I.Ds for Company's Director (s)	
7.	Attach certified copy of company CR12 (for limited companies)	
	Chronologically paginate/serialize all pages of the tender document submitted.	
	REMARKS	

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

STAGE 2 - TECHNICAL EVALUATION

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

S/No.	Parameter	Maximum Score	Attained Score
	Company profile		
1.	Number of years the firm has been supplying similar goods (equipments) Over 10 years and above 5-10 years -5Marks Less than 10 years -5 Marks	10 Marks	
3	Evidence of physical address Attach copies of title, valid lease or rental agreement	10 Marks	
2	Manufactures authoirsation/ permit to resale the equipments Attach permits and authorization certificates	10 Marks	
4.	KEY PERSONNEL Attach Organizational Structure	5 Marks	
5.	EXPERIENCE AND REPUTATION Attach copies of contracts - Contract for over 10 Million and above- 10 Marks - Contarct for 10 Million and below– 5Marks - Contract for less than 5 Million -5Marks	20Marks	
6.	FINANCIAL CAPACITY a) Certified bank statement for the last 1year - Current bank account balance of least three million Kenya Shillings – 5 marks - Current bank account balance of below three Million Kenya Shillings and above 2 Million – 3 marks - Current bank account balance of below Three Million - 2 marks b) Certified Audited Accounts for the last three years (2020, 2021 and 2022) (2 marks each) - 10marks c) Proof of access to credit facility – attach current valid bank letter of access to credit (5 Marks)	25 Marks	
	TOTAL	80 Marks	

Only Bidders who attain the minimum 50 Marks of the total technical marks and above will be considered responsive.

Tenderers who do not satisfy any of the above requirements shall be considered non-responsive and their tenders will not be evaluated further.

STAGE 3 - FINANCIAL EVALUATION

Price will be analyzed competitively and tender awarded to the lowest evaluated responsive bidder having passed all of the above stages and due diligence (if any).

STAGE 4 - POST QUALIFICATION STAGE/DUE DILIGENCE

The employer's may carry out due diligence to confirm/clarify the authenticity of any criteria/information submitted by the bidder. Any bidder who shall be found to have given false or misleading information shall be disqualified and the next lowest evaluated responsive tender shall be considered for tender award.

SECTION III – TENDERING FORMS

(a) FORM OF TENDER

INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*
- iv) *The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.*
 - *Tenderer's Eligibility- Confidential Business Questionnaire*
 - *Certificate of Independent Tender Determination*
 - *Self-Declaration of the Tenderer*

Date of this Tender submission: *[insert date (as day, month and year) of Tender submission]* **Request for Tender No.:** *[insert identification]* **Name and description of Tender** *[Insert as per ITT]* **Alternative No.:** *[insert identification No if this is a Tender for an alternative]*

To: *[insert complete name of Procuring Entity]*

Dear Sirs,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Price Schedule for the execution of the above named Works, we, the undersigned offer to construct and complete the Works and remedy any defects therein for the sum¹ of Kenya Shillings *[[Amount in figures] _____ Kenya Shillings [amount in words] _____*

The above amount includes foreign currency² amount (s) of *[state figure or a percentage and currency]*
[figures] _____ [words] _____

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Architect notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.
3. We agree to adhere by this tender until _____ *[Insert date]*, and it shall remain binding upon us and may be accepted at any time before that date.
4. We understand that you are not bound to accept the lowest or any tender you may receive.
5. We, the under signed, further declare that:
 - i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;
 - ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;
 - iii) Tender - Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's

Country in accordance with ITT 19.8;

- iv) **Conformity:** We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*;
- v) **Tender Price:** The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*
- vi) **Option 1,** in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*; or
- Option 2,** in case of multiple lots:
- (a) **Total price of each lot** *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and
- (b) **Total price of all lots** (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
- vii) **Discounts:** The discounts offered and the methodology for their application are:
- viii) The discounts offered are: *[Specify in detail each discount offered.]*
- ix) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- x) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- xi) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
- xii) **One Tender Per Tender:** We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a sub-contractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;
- xiii) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
- xiv) **State-owned enterprise or institution:** *[select the appropriate option and delete the other]* *[We are not a state-owned enterprise or institution]/ [We are a state-owned enterprise or institution but meet the requirements of ITT 3.8]*;
- xv) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- xvi) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

- xvii) Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- xviii) Fraud and Corruption: We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and
- xix) Collusive practices: We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ (*specify website*) during the procurement process and the execution of any resulting contract.
- xxi) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
 - a) Tenderer's Eligibility; Confidential Business Questionnaire - to establish we are not in any conflict of interest.
 - (b) Certificate of Independent Tender Determination - to declare that we completed the tender without colluding with other tenderers.
 - (a) Self-Declaration of the Tenderer - to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - (d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix 1 - Fraud and Corruption**” attached to the Form of Tender.

Name of the Tenderer: **[insert complete name of person signing the Tender]*

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ***[insert complete name of person duly authorized to sign the Tender]*

Title of the person signing the Tender: *[insert complete title of the person signing the Tender]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

Dated signed _____ day of _____, _____

Notes

** In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer.*

***Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender.*

(b) **TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE**

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

(a) **Tenderer's details**

	ITEM	DESCRIPTION
1	Name of the Tenderer	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (<i>postal and physical addresses, email, and telephone number</i>) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

(b) **Sole Proprietor**, provide the following details.

Name in full _____ Age _____
Nationality _____ Country of Origin _____
Citizenship _____

(c) **Partnership**, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(d) **Registered Company**, provide the following details.

- I) Private or public Company _____
- ii) State the nominal and issued capital of the Company _____

Nominal Kenya Shillings (Equivalent).....
Issued Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

(e) DISCLOSURE OF INTEREST - Interest of the Firm in the Procuring Entity.

- i) Are there any person/persons in Umma University who has/have an interest or relationship in this firm?
Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

(i) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or		

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name _____

Title or Designation _____

(Signature)

(Date)

(c) FORM OF TENDER SECURITY- [Option 1–Demand Bank Guarantee]

Beneficiary: _____

Request for Tenders No:

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____ (here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of _____ under Request for Tenders No. _____ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

(d) FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of under Request for Tenders No. _____ (“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE of [**Name of Insurance Company**] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ___day of _____ 20 ___.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal’s Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity’s Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity’s first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Witness]

[Signature of the Guarantor]

[Seal]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

PART II - SUPPLY REQUIREMENTS

SECTION IV - SCHEDULE OF REQUIREMENTS

Department of ICT and Computer

Item Description	Item Specification	Unit Of Measure	Quantity
Digital Camera	Nikon D7500 DSLR Camera Nikon AF-P DX NIKKOR 18-140mm f/3.5-5.6G VR EN-EL15 Rechargeable Lithium-Ion Battery MH-25 Quick Charger	pcs	2
Epson office printers and Scanners	Epson EcoTank L5290 Wi-Fi All-in-One with ADF Ink Tank Printer	pcs	5
Computer Networking Toolbox	9-in-1 Network Computer Repair Tool Set Cable Tester LAN Kit Crimper RJ45 RJ11 1 Network Crimper 1 Wire Tester 1 9V for Wire Tester 1 324B Wire 1 x Ethernet Cable Connector Joint 1 x Ethernet Cable Connector 1 x Wire Stripper 100 x Fixing Strap 20 x RJ45 Connector 20 x RJ45 Connector Cover 1 x Storage Bag	pcs	1
Ethernet cables	UTP CAT 6 Patch Cord Length:5m, 10m Compatible with CAT5/e/6, EIA/TIA-568 Category 6, Connector:1 x RJ-45 - Male to 1 x RJ-45 – male	pcs	30
Multimedia projector	Epson Model: EB-W06 3700 Lumen 3LCD WXGA	pcs	2
RAM Modules	DDR3 4G RAM Memory 240 Pins Desktop Memory PC3-10600 DIMM RAM Memoria 1333Mhz Ram Memory Desktop Memory	pcs	5

CDWR discs	Imitation CD Rewritable	pcs	20
Computer Software Installation	Microsoft Office suite 2019 Operating System Windows 11 PDF Reader Cisco packet Tracer Computer aided design(CAD) MYSQL Visuo basic studio Netbeans Python IDLE	pcs	
Dust Blowers	K-MAX dust blower Vaccum cleaner tool	pcs	2
Antivirus software	Kaspersky Internet security	pcs	20
Flash disks	SanDisk Capacity:64GB USB 2.0 connectivity	pcs	10
External Harddisk	Transcend 1TB	pcs	1
Extension Cables	Length:10m Type: Power king 6-Way Socket	pcs	20
Smartboard pen	Infrared Interactive whiteboard Touch Pen (Black)	pcs	5
Ream of Printing papers	Paperline A4 210mm x 297mm	box	5
HDMI Cables	Supports 480i, 480p, 720p, 1080i, 1080p, and up to 2160p resolution Connections: 19pins Male – 19pins Male Gold Compliant with HDMI version 1.4 and v1.3 5m, 10 m HDMI input: the HDMI input interface VGA output: VGA signal output interface 24.5*4.5*1.5cm	Metres	6
HDMI TO VGA Cable			

DEPARTMENT OF ELECTRICAL ENGINEERING

TOOLS AND EQUIPMENT TECHNICAL DRAWING / EQUIPMENT

No.	Item	Specifications	Quantity
1	Drawing tables	Various sizes, adjustable height	10
2	Drawing Boards (A2)	A2 size, smooth surface for drawing	10
3	Tee squares	Various sizes, clear acrylic or plastic	10
4	Set squares 45deg/45deg	Pack of two, 45-degree angles	10
5	Set squares 30deg/60deg	Pack of two, 30 and 60-degree angles	10
6	Protractors	Transparent, with degree markings	10
7	Compasses	Adjustable legs, precision needle	10
8	Rulers - 300mm	Transparent, with metric and imperial markings	10
9	Scale rules	Triangular, with various scale ratios	10
10	HB Pencils HP	Standard HB hardness, pack of 12	10
11	HB Pencils 2H	Harder lead for finer lines, pack of 12	10
12	Erasers – soft pencils type	Soft eraser material, suitable for pencils	10
13	Plain Drawing Paper, A2, A3, A4	Various sizes, suitable for different projects	5 sets
14	Squared Grid Paper	Grid pattern, suitable for technical drawings	15
15	Templates (French curves)	Set of various curves for drawing smooth lines	25
16	Pencil Sharpeners	Manual or electric, suitable for pencils	20
17	Tracing Paper	Transparent, smooth surface for tracing	20
18	Drawing Board Clips or Masking Tapes	Clips to secure paper on drawing board	1 box
19	Blackboard / Chalkboard	Smooth black surface, suitable for chalk	2
20	Chalkboard Instruments	Chalk holders, chalk erasers	15 each

MECHANICAL AND ELECTRICAL INSTALLATION/ EQUIPMENT

No.	Item	Specifications	Quantity
1	AC Ammeters (Multirange)	Multirange, measures AC current in amps, range: 0-10A, 0-50A, 0-100A, accuracy: $\pm 1\%$	5
2	DC Ammeters (Multirange)	Multirange, measures DC current in amps, range: 0-10A, 0-50A, 0-100A, accuracy: $\pm 1\%$	5
3	DC Millimeter (Multirange)	Multirange, measures DC current in milliamps, range: 0-100mA, 0-500mA, 0-1A, accuracy: $\pm 1\%$	5
4	Galvanometers (Central Zero)	Central zero, measures small currents or voltages, sensitivity: 50 microamps per division	2
5	AC Voltmeters	Measures AC voltage in volts, range: 0-250V, accuracy: $\pm 1\%$	2
6	DC Voltmeters	Measures DC voltage in volts, range: 0-250V, accuracy: $\pm 1\%$	2
7	Multimeters (volts, ohms, amps) multirange	Multirange, measures voltage, resistance, and current, ranges vary, accuracy: $\pm 1\%$	2
8	Tong Multimeters	Clamp-on design, measures AC/DC current and voltage, range: 0-1000A, accuracy: $\pm 1\%$	2
9	Digital Multimeter	Digital display, measures voltage, resistance, and current, range: varies, accuracy: $\pm 0.5\%$	2
10	Insulation Resistance Tester (Megger)	Megohmmeter, measures insulation resistance, range: 0-1000M Ω , test voltage: 500V, accuracy: $\pm 5\%$	2
11	Line Earth Loop Impedance Tester	Measures loop impedance and earth loop resistance, range: 0-2000 Ω , test frequency: 50Hz, accuracy: $\pm 2\%$	2
12	Transistor Tester	Tests transistors, diodes, and resistors, displays HFE, type: handheld, battery-powered	2
13	Electrodynamic wattmeter (Single Phase)	Measures power in single-phase circuits, range: 0-5kW, accuracy: $\pm 1\%$	2
14	Cathode Ray Oscilloscope (CRO)	Dual-channel, bandwidth: 100MHz, sampling rate: 1GS/s, display: 7-inch color TFT LCD	2

15	Tachometers	Measures rotational speed, range: 0-9999 RPM, accuracy: ± 0.1 RPM	2
16	High Temperature Thermometers	Measures temperature up to 1000°C, type: digital infrared thermometer, accuracy: $\pm 2^\circ\text{C}$	2
17	Digital Wattmeter (Single Phase)	Measures power in single-phase circuits, range: 0-10kW, accuracy: $\pm 1\%$	1
18	First Aid Kit	Comprehensive first aid supplies, includes bandages, antiseptics, CPR mask, scissors, tweezers, etc.	2
19	Current Transformer	Steps down current for measurement, ratio: varies	2
20	Power Transformers – various sizes	Various sizes and ratings, converts voltage from one level to another	2
21	Auto transformers	Step-up/step-down transformer, various sizes and ratings	2
22	Variables Transformers	Adjustable output voltage, various sizes and ratings	2
23	Bell Transformers 240 volts	Converts voltage for bell circuits, output: 240V AC	2
24	Bell Transformers 12 volts	Converts voltage for bell circuits, output: 12V AC	2
25	Universal Motors	AC/DC motor, variable speed, various sizes and ratings	2
26	DC Compound Motor	DC motor with compound winding, variable speed, various sizes and ratings	2
27	3 phase induction motor	AC motor, three-phase, various sizes and ratings	2
28	3 phase synchronous motor	AC motor, three-phase, synchronous speed, various sizes and ratings	2
29	3 phase wound rotor motor	AC motor, three-phase, wound rotor, variable speed, various sizes and ratings	2
30	Single Phase Capacitor Motor	AC motor, single-phase, capacitor-start, various sizes and ratings	2
31	Split phase motor	AC motor, single-phase, split-phase, various sizes and ratings	2
32	Shaded Pole Motor	AC motor, single-phase, shaded pole, various sizes and ratings	2
33	Repulsion Induction Motor	AC motor, single-phase, repulsion-start, induction-run, various sizes and ratings	2
34	Magnetic relays 12 volts	Electromagnetic relay, coil voltage: 12V DC, various contact configurations	2
35	Magnetic relays 240 volts	Electromagnetic relay, coil voltage: 240V AC, various contact configurations	2
36	Single Phase magnetic Contactors (240 V)	Electromagnetic contactor, coil voltage: 240V AC, various contact configurations	2
37	3 Phase Magnetic Contactors	Electromagnetic contactor, coil voltage: 415V AC, various contact configurations	2
38	Face Plate Starter	Motor starter with faceplate, various sizes and ratings	2
39	Counter EMF Starter	Motor starter with counter electromotive force protection, various sizes and ratings	2
40	Drum Controllers	Motor speed controller, drum-operated, various sizes and ratings	2
41	SCR Speed Controllers	Silicon-controlled rectifier (SCR) based motor speed controller, various sizes and ratings	2
42	Time Delay Relays	Relay with time delay function, adjustable time range, various contact configurations	2
43	Direct on – line starters	Motor starter for direct connection to power line, various sizes and ratings	2
44	Inertia Load	Mechanical load for testing motors, inertia: varies	2
45	Pony Brace	Hand tool for bending conduit pipes, various sizes	2
46	Start – stop pushbuttons	Control switches for starting and stopping motors, various types and sizes	5
47	Bench vices	Clamping tool for securing workpieces on a workbench, various sizes	2

48	Pipe Vices	Clamping tool for securing pipes, various sizes	2
49	Drill presses	Machine tool for drilling holes, various sizes and types	2
50	Hand drill	Handheld electric drill, various types and sizes	2
51	Grinder	Power tool for grinding, polishing, and sharpening, various types and sizes	1
52	Conduit Benders (Various Sizes)	Hand tools for bending electrical conduit pipes, sizes: 20mm, 25mm, 32mm, etc.	2
53	Distribution Boards, Consumer Unit 60/80 Amp Cut Outs	Electrical distribution boards, various sizes and configurations	2
54	Ripple Relay	Relay for controlling AC ripple voltage, various types and configurations	2
55	Fluorescent fittings (300mm, 600mm)	Lighting fixtures for fluorescent lamps, sizes: 300mm, 600mm, types: surface-mounted, recessed, etc.	2
56	Power Supply Units AC /DC (0 – 240v)	Power supply units for AC and DC applications, output voltage: 0-240V, various current ratings	1
57	Bell Indicators Boards (240 volts a.c)	Indicator boards for AC circuits, voltage: 240V AC	2
58	Bell Indicator Boards (12 volts d.c)	Indicator boards for DC circuits, voltage: 12V DC	2
59	Decade Resistance Boxes (500 Watts)	Precision resistance boxes with decade switches, power rating: 500W, resistance range: varies	2
60	Potentiometers	Variable resistors for voltage adjustment, various types and ratings	2
61	Electric Iron Box	Electric iron for soldering, temperature control, wattage: varies	1
62	Electric Kettle	Electric kettle for heating water, capacity: varies	1
63	Electrical Cooker	Electric cooker for cooking, power rating: varies	1
64	Solar module (Solar Panel – 40/80 Watts)	Photovoltaic solar panels, power rating: 40W, 80W, voltage: varies	1
65	Parabolic Reflectors	Reflective surfaces for concentrating light or radio waves, various sizes and types	1
66	Dish reflectors	Concave reflectors for directing light or radio waves, various sizes	1
67	Box Reflectors	Reflective enclosures for containing and directing light or radio waves, various sizes	1
68	Flat Plate Collectors	Solar thermal collectors for heating water, flat-plate design, area: varies	1
69	Charge Controllers	Regulates the voltage and current from solar panels to batteries, various types and ratings	2
70	Solar Batteries – 2X80 AMP HRS	Deep-cycle batteries for solar energy storage, capacity: 80Ah, voltage: 12V, quantity: 2	2
71	Inverters	Converts DC power from solar panels or batteries to AC power for use with household appliances, various sizes and power ratings	1
72	Solar system service Equipment	Tools and equipment for installation, maintenance, and troubleshooting of solar power systems	1
73	Pliers' Various types and sizes	Hand tools for gripping, cutting, and bending, various types including needle-nose, combination, and lineman's pliers, various sizes	2 each
74	Side Cutters	Cutting tool for wires and cables, insulated handles, various sizes	2
75	Electricians Knives	Knives for stripping insulation from wires, insulated handles, various sizes	2
76	Screw drivers – various types and sizes	Hand tools for turning screws, various types including flathead, Phillips, and Torx, various sizes	2 each

77	Phase testers	Handheld tool for checking the presence of voltage in electrical circuits, LED indication, voltage range: AC/DC up to 600V	2
78	Precision Screw Drivers	Small screwdrivers for delicate and precise work, various types and sizes	2
79	Nut Drivers Set	Socket wrench for turning nuts and bolts, interchangeable heads, various sizes and types	1
80	Hammers (Claw & Ball Pein)	Hand tools for driving nails, breaking objects apart, and shaping metal, various types including claw and ball pein, various sizes	2
81	Mallets – Brass Wood	Hammer with a large, flat head, used to strike chisels or tap wooden pieces together, various sizes and materials	2
82	Knock Out Punch Set	Tool set for punching holes in metal electrical panels, various sizes and shapes	2
83	Chisels Various Types and sizes	Hand tools for cutting and shaping wood or metal, various types including wood chisels, cold chisels, and masonry chisels, various sizes	2 each
84	Centre Punch	Tool for marking the center of a point to be drilled, hardened steel point, various sizes	2
85	Prick Punch	Tool for making small indentations in metal, used for marking or starting drill holes, various sizes and shapes	2
86	Drift Punches	Tool for aligning or removing pins, made of hardened steel, various sizes and shapes	2
87	Scribers	Tool for marking metal surfaces, hardened steel point, various types and sizes	2
88	Steel Rules	Measuring tool for straight lines or distances, made of stainless steel, various lengths and units	2
89	Vernier Calipers	Precision measuring tool for inside, outside, depth, and step measurements, accuracy: 0.02mm, various sizes	2
90	Measuring Tape (Steel – 3m)	Flexible measuring tape for linear measurements, steel construction, length: 3 meters, metric and imperial markings	2
91	Micrometer	Precision measuring tool for small distances, accuracy: 0.01mm, various types and sizes	2
92	Plumb bobs	Tool for finding the vertical line (plumb line), steel construction, various sizes and weights	2
93	Spirit levels	Tool for determining horizontal or vertical levels, bubble vial or digital display, various lengths and accuracies	2
94	Framing square	L-shaped measuring tool for ensuring right angles in carpentry, steel or aluminum construction, various sizes	2
95	Try Square	L-shaped measuring tool for checking the accuracy of right angles, steel or aluminum construction, various sizes	2
96	Pipe Stocks and dies (20 mm)	Tool for threading pipes, includes stocks and dies for 20mm pipes	2
97	Pipe Stock and dies (25mm)	Tool for threading pipes, includes stocks and dies for 25mm pipes	2
98	Pipe Wrench	Adjustable wrench for gripping and turning pipes, self-locking, various sizes	2
99	Pipe Cutters	Tool for cutting pipes, includes manual or powered cutters, various sizes and types	2
100	Vice Grip Pliers	Locking pliers for clamping or holding objects, adjustable jaw width, various sizes	2
101	Fish Tape	Tool for pulling electrical wires or cables through conduits or walls, flexible steel tape, various lengths	2
102	PVC Pipe Bending Spring (heavy duty 20mm)	Tool for bending PVC pipes, heavy-duty spring construction, size: 20mm	2
103	Hand Reamers	Tool for enlarging or deburring holes, tapered design, various sizes	2

104	Drill Gauge	Tool for checking drill bit sizes, includes holes for standard drill sizes, various types	2
105	Standard Wire Gauge	Tool for measuring wire diameter, includes notches for standard wire gauges, various types	2
106	Wire Strippers	Tool for removing insulation from wires, includes cutting jaws, various types and sizes	2
107	Crimping Tool	Tool for crimping connectors onto wires, includes dies for different connector sizes, various types and sizes	2
108	MIMS Cable Terminating Tools	Tools for terminating MIMS cables, includes stripping, cutting, and crimping tools, various types and sizes	2
109	Allan Screws Set	Set of hex key wrenches (Allen keys), includes various sizes and types	2
110	Adjustable Wrenches	Wrench with adjustable jaw width, suitable for various nut and bolt sizes, various sizes	2
111	Tap Wrench	Tool for holding taps or dies for threading operations, adjustable, various sizes and types	2
112	Bradawl	Pointed woodworking tool for making small holes, usually with a wooden handle, various sizes and types	2
113	Blow lamps	Tool for applying heat for soldering or brazing, fueled by gas or liquid fuel, various sizes and types	2
114	Soldering Iron (Various ratings)	Tool for soldering electrical components, wattage: varies, temperature control: varies, various types	2 each
115	Tin snips	Cutting tool for sheet metal, compound action, various sizes and cutting capacities	2
116	Solder pot	Pot for melting solder for tinning wires or components, temperature control, capacity: varies	1
117	Hack saws	Hand saw for cutting metal or plastic, adjustable frame, various blade lengths and tooth configurations	2
118	8088 Microprocessor trainer kit	Educational kit for learning about the 8088 microprocessor, includes training materials and components	2
119	A model generator training kit	Educational kit for learning about electrical generators, includes model generator and instructional materials	2
120	VCR, VCD, DVD, Laser Disc and Video Camera	Audiovisual equipment for recording and playback, various formats and models	2
121	AM / FM Radio set and manuals	Radio receiver for AM/FM frequencies, includes instruction manuals	2
122	AM / FM radio training kits Complete RTS 4000 Manual	Educational kit for learning about radio circuits and operation, includes training materials and manuals	2
123	Circuit Maker Software	Software for designing and simulating electronic circuits, compatible with various operating systems	
124	Auto CAD Application Program	Computer-aided design (CAD) software for creating 2D and 3D designs, compatible with various operating systems	
125	Auxiliary hold –On Relays	Relay with auxiliary contact for signaling or control purposes, various types and configurations	2
126	Bread Board	Solderless prototyping board for building and testing electronic circuits, various sizes and configurations	2
127	Calculators	Electronic calculators for mathematical computations, various types including scientific, graphing, and basic calculators	5
128	Computers	Personal computers for various computing tasks, includes desktops, laptops, or workstations, specifications vary	5

DEPARTMENT OF CLOTHING AND TECHNOLOGY EQUIPMENT

	ITEM DESCRIPTION	ITEM SPECIFICATION	UNIT OF MEASURE	QUANTITY
1.	Drawing Boards (A2)	Plastic, wooden	A2 SIZE	21
2.	Tee Squares	Oxford-wooden	90dgrs	21
3.	Set squares	Oxford	45dgrs x 45dgrs	21
4.	Set squares	Oxford	30dgrs x 60dgrs	21
5.	Protractors	Oxford	180dgrs	21
6.	Compasses	Oxford	180dgrs	21
7.	Rulers	Oxford	300mm	21
8.	Scale Rules	¼ scale \$ 1/ 2 scale	15cm, 30cm	21
9.	Pencils HP	HB original		21
10.	Pencils 2H	HB original		21
11.	Erasers - Soft Pencil Type	Pelican-black		21
12.	Plain drawing paper	White, blue, yellow, green,	A2, A3, A4	21
13.	Square Grid Paper	Oxford		21
14.	Templates - French Curve	Oxford		21
15.	Pencil Sharpeners	Oxford		21
16.	Tracing Paper	Blue, black, white, green	pelican	21
17.	Drawing board clips or masking tapes	Oxford	10000mtrs	21
18.	Chalkboard Instruments			
-	Compass	Oxford	360dgrs	21
-	Set squares	Oxford	45dgrs x 30dgrs	21
-	Chalk	Pelican	5boxes	21
19.	Suitable Storage facilities for drawings and Equipment	Wooden, plastic	2mtrs x 3mtrs	21
20.	Industrial Straight Machine (electric)	JUKI	8700DL	21
21.	Industrial Zigzag (electric)	JUKI / KARGO	20U	4
22.	Industrial overlock machine (either 3-thread or 5-thread)	JUKI / KARGO	110V	4
23.	Industrial flat lock machine	JUKI / KARGO	Automatic 6000STM	4
24.	Buttonhole Machine	JUKI / KARGO	HE-800C	2
25.	Various Presser Foot	JUKI / KARGO	Automatic	2
26.	Bobbins and Bobbin Cases	JUKI		50
27.	Foot rest	JUKI	12463HR	21
28.	Cutting Machine (sub Manual)	Electric rotary fabric cutter	Grade 110V	12
29.	Special Cutting Machine	Hand professional industrial cutter	20W semi automatic	12

30.	Cutting Tables	wooden	2mtrs x 1.5mtrs x1.5mtrs	4
31.	Iron boards / Tables with blankets and sheets	wooden	2mtrs x 1.5mtrs x1.5mtrs	5
32.	Irons box - Electric			
-	Dry	Philips	1000W	15
-	Steam	Philips	1000-1500W	5
-	Gas	Industrial Philips		5
33.	Sleeve Boards	Wooden		5
34.	Pressing Pads	Wooden padded		5
35.	Steam Press	Singer	ESP2	5
36.	Hand Wash Sinks			12
37.	Storage areas	Wooden, plastic	2mtrs x 3mtrs	4
38.	Fitting Cubicles			4
39.	T – square	Oxford	85cm	11
40.	Tailors Square with reverse curve	Oxford		11
41.	French Curves	Oxford	Pieces	11
42.	Pattern Notches	Oxford	Plastic	11
43.	Puncher 15mm	Oxford	metallic	11
44.	Patter Pusher 4mm	Oxford		11
45.	Block and Hammer Set	Oxford	Soft metal blade, plastic	11
46.	Paper Scissors	Oxford	Soft metal blade, plastic	11
47.	Cardboard Scissors	Oxford	Soft metal blade	11
48.	Fabric Shears	Oxford	Soft metal blade	11
49.	Pinking Shears	Oxford	Soft metal blade	11
50.	Rails For Spreading	Oxford	Soft metal blade	11
51.	Spreading Pins	Soft metal	Soft metal blade	11
52.	Clips	Soft metal	Soft metal blade	11
53.	Weights	metallic	200grms,400grms,500grms,1000grms	11
54.	Tailors dummy	Plastic, padded		11
55.	Tool Kit for sewing machine repair	Metallic, plastic,	pieces	11
56.	Electric Plugs and Flexible Wire	Power max	4.8mm x 19mm	25
57.	Hard Brown Paper		1000mtrs	11 ROLLS
58.	Thin Card / Parchment	plastic		11
59.	Cloth Hangers	Industrial plastic		20 DOZENS
60.	Printing Table (Slanted)	Wooden with clear plastic top		11
61.	PVC Sheet Adhesive	synthetic	1000mtrs	5 DOZENS
62.	Assorted Screens	Generic silk white	100 x127 cm	21
63.	Squeezes	Universal	12 inches	21
64.	Stencil Knives	metallic		21
65.	Stencil	White silk		21
66.	Gloves	Synthetic		20 PACKETS
67.	Plastic Jars for Paste storage	Ken poly	2ltrs each	20
68.	Screen Storage Rack	Wooden, plastic		11
69.	Hand Spray Guns	Total	400 spray	20

Price Schedules

1. A tenderor can choose to apply for all the three departments
2. A tenderor can choose to apply for one or two departments
3. All prices should be inclusive of taxes

DEPARTMENT OF ICT AND COMPUTER EQUIPMENTS

Item Description	Unit Of Measure	Quantity	Unit Price Inclusive Of Taxes	Total Inclusive of Taxes
Digital Camera	pcs	2		
Epson office printers and Scanners	pcs	5		
Computer Networking Toolbox	pcs	1		
Ethernet cables	pcs	30		
• Multimedia projector	pcs	2		
RAM Modules	pcs	5		
CDWR discs	pcs	20		
Computer Software Installation	pcs			
Dust Blowers	pcs	2		
Antivirus software	pcs	20		
Flash disks	pcs	10		
External Harddisk	pcs	1		
Extension Cables	pcs	20		
Smartboard pen	pcs	5		
Ream of Printing papers	box	5		
HDMI Cables	Metres	6		
HDMI TO VGA Cable				
Total				

DEPARTMENT OF ELECTRICAL ENGINEERING

TECHNICAL DRAWING / EQUIPMENT LIST

No.	Item	Quantity	Unit price Inclusive of Taxes	Total inclusive of Taxes
1	Drawing tables	10		
2	Drawing Boards (A2)	10		
3	Tee squares	10		
4	Set squares 45deg/45deg	10		
5	Set squares 30deg/60deg	10		
6	Protractors	10		
7	Compasses	10		
8	Rulers - 300mm	10		
9	Scale rules	10		
10	HB Pencils HP	10		
11	HB Pencils 2H	10		
12	Erasers – soft pencils type	10		
13	Plain Drawing Paper, A2, A3, A4	5 sets		
14	Squared Grid Paper	15		
15	Templates (French curves)	25		
16	Pencil Sharpeners	20		
17	Tracing Paper	20		
18	Drawing Board Clips or Masking Tapes	1 box		
19	Blackboard / Chalkboard	2		
20	Chalkboard Instruments	15 each		
Total				

ELECTRICAL INSTALLATION/ EQUIPMENT

No.	Item	Quantity	Unit price Inclusive of Taxes	Total inclusive of Taxes
1	AC Ammeters (Multirange)	5		
2	DC Ammeters (Multirange)	5		
3	DC Millimeter (Multirange)	5		
4	Galvanometers (Central Zero)	2		
5	AC Voltmeters	2		
6	DC Voltmeters	2		
7	Multimeters (volts, ohms, amps) multirange	2		
8	Tong Multimeters	2		
9	Digital Multimeter	2		
10	Insulation Resistance Tester (Megger)	2		
11	Line Earth Loop Impedance Tester	2		
12	Transistor Tester	2		
13	Electrodynamic wattmeter (Single Phase)	2		
14	Cathode Ray Oscilloscope (CRO)	2		
15	Tachometers	2		
16	High Temperature Thermometers	2		
17	Digital Wattmeter (Single Phase)	1		
18	First Aid Kit	2		
19	Current Transformer	2		
20	Power Transformers – various sizes	2		
21	Auto transformers	2		
22	Variables Transformers	2		
23	Bell Transformers 240 volts	2		
24	Bell Transformers 12 volts	2		
25	Universal Motors	2		
26	DC Compound Motor	2		
27	3 phase induction motor	2		
28	3 phase synchronous motor	2		
29	3 phase wound rotor motor	2		
30	Single Phase Capacitor Motor	2		
31	Split phase motor	2		
32	Shaded Pole Motor	2		
33	Repulsion Induction Motor	2		

34	Magnetic relays 12 volts	2		
35	Magnetic relays 240 volts	2		
36	Single Phase magnetic Contactors (240 V)	2		
37	3 Phase Magnetic Contactors	2		
38	Face Plate Starter	2		
39	Counter EMF Starter	2		
40	Drum Controllers	2		
41	SCR Speed Controllers	2		
42	Time Delay Relays	2		
43	Direct on – line starters	2		
44	Inertia Load	2		
45	Pony Brace	2		
46	Start – stop pushbuttons	5		
47	Bench vices	2		
48	Pipe Vices	2		
49	Drill presses	2		
50	Hand drill	2		
51	Grinder	1		
52	Conduit Benders (Various Sizes)	2		
53	Distribution Boards, Consumer Unit 60/80 Amp Cut Outs	2		
54	Ripple Relay	2		
55	Fluorescent fittings (300mm, 600mm)	2		
56	Power Supply Units AC /DC (0 – 240v)	1		
57	Bell Indicators Boards (240 volts a.c)	2		
58	Bell Indicator Boards (12 volts d.c)	2		
59	Decade Resistance Boxes (500 Watts)	2		
60	Potentiometers	2		
61	Electric Iron Box	1		
62	Electric Kettle	1		
63	Electrical Cooker	1		
64	Solar module (Solar Panel – 40/80 Watts)	1		
65	Parabolic Reflectors	1		
66	Dish reflectors	1		
67	Box Reflectors	1		
68	Flat Plate Collectors	1		
69	Charge Controllers	2		
70	Solar Batteries – 2X80 AMP HRS	2		
71	Inverters	1		
72	Solar system service Equipment	1		
73	Pliers' Various types and sizes	2 each		

74	Side Cutters	2		
75	Electricians Knives	2		
76	Screw drivers – various types and sizes	2 each		
77	Phase testers	2		
78	Precision Screw Drivers	2		
79	Nut Drivers Set	1		
80	Hammers (Claw & Ball Pein)	2		
81	Mallets – Brass Wood	2		
82	Knock Out Punch Set	2		
83	Chisels Various Types and sizes	2 each		
84	Centre Punch	2		
85	Prick Punch	2		
86	Drift Punches	2		
87	Scribers	2		
88	Steel Rules	2		
89	Vernier Calipers	2		
90	Measuring Tape (Steel – 3m)	2		
91	Micrometer	2		
92	Plumb bobs	2		
93	Spirit levels	2		
94	Framing square	2		
95	Try Square	2		
96	Pipe Stocks and dies (20 mm)	2		
97	Pipe Stock and dies (25mm)	2		
98	Pipe Wrench	2		
99	Pipe Cutters	2		
100	Vice Grip Pliers	2		
101	Fish Tape	2		
102	PVC Pipe Bending Spring (heavy duty 20mm)	2		
103	Hand Reamers	2		
104	Drill Gauge	2		
105	Standard Wire Gauge	2		
106	Wire Strippers	2		
107	Crimping Tool	2		
108	MIMS Cable Terminating Tools	2		
109	Allan Screws Set	2		
110	Adjustable Wrenches	2		
111	Tap Wrench	2		
112	Bradawl	2		
113	Blow lamps	2		
114	Soldering Iron (Various ratings)	2 each		
115	Tin snips	2		
116	Solder pot	1		
117	Hack saws	2		

118	8088 Microprocessor trainer kit	2		
119	A model generator training kit	2		
120	VCR, VCD, DVD, Laser Disc and Video Camera	2		
121	AM / FM Radio set and manuals	2		
122	AM / FM radio training kits Complete RTS 4000 Manual	2		
123	Circuit Maker Software			
124	Auto CAD Application Program			
125	Auxiliary hold –On Relays	2		
126	Bread Board	2		
127	Calculators	5		
128	Computers	5		
Total				

DEPARTMENT OF CLOTHING AND TECHNOLOGY

	ITEM DESCRIPTION	Unit Of Measure	Quantity	Unit price	Total
1.	Drawing Boards (A2)	A2 SIZE	21		
2.	Tee Squares	90dgrs	21		
3.	Set squares	45dgrs x 45dgrs	21		
4.	Set squares	30dgrs x 60dgrs	21		
5.	Protractors	180dgrs	21		
6.	Compasses	180dgrs	21		
7.	Rulers	300mm	21		
8.	Scale Rules	15cm, 30cm	21		
9.	Pencils HP		21		
10.	Pencils 2H		21		
11.	Erasers - Soft Pencil Type		21		
12.	Plain drawing paper	A2, A3, A4	21		
13.	Square Grid Paper		21		
14.	Templates - French Curve		21		
15.	Pencil Sharpeners		21		
16.	Tracing Paper	pelican	21		
17.	Drawing board clips or masking tapes	10000mtrs	21		
18.	Chalkboard Instruments				
-	Compass	360dgrs	21		
-	Set squares	45dgrs x 30dgrs	21		
-	Chalk	5boxes	21		
19.	Suitable Storage facilities for	2mtrs x 3mtrs	21		

	drawings and Equipment				
20.	Industrial Straight Machine (electric)	8700DL	21		
21.	Industrial Zigzag (electric)	20U	4		
22.	Industrial overlock machine (either 3-thread or 5-thread)	110V	4		
23.	Industrial flat lock machine	Automatic 6000STM	4		
24.	Buttonhole Machine	HE-800C	2		
25.	Various Presser Foot	Automatic	2		
26.	Bobbins and Bobbin Cases		50		
27.	Foot rest	12463HR	21		
28.	Cutting Machine (sub Manual)	Grade 110V	12		
29.	Special Cutting Machine	20W semi automatic	12		
30.	Cutting Tables	2mtrs x 1.5mtrs x1.5mtrs	4		
31.	Iron boards / Tables with blankets and sheets	2mtrs x 1.5mtrs x1.5mtrs	5		
32.	Irons box - Electric				
-	Dry	1000W	15		
-	Steam	1000-1500W	5		
-	Gas		5		
33.	Sleeve Boards		5		
34.	Pressing Pads		5		
35.	Steam Press	ESP2	5		
36.	Hand Wash Sinks		12		
37.	Storage areas	2mtrs x 3mtrs	4		
38.	Fitting Cubicles		4		
39.	T – square	85cm	11		
40.	Tailors Square with reverse curve		11		
41.	French Curves	Pieces	11		
42.	Pattern Notches	Plastic	11		
43.	Puncher 15mm	metallic	11		
44.	Patter Pusher 4mm		11		
45.	Block and Hammer Set	Soft metal blade, plastic	11		
46.	Paper Scissors	Soft metal blade, plastic	11		
47.	Cardboard Scissors	Soft metal blade	11		
48.	Fabric Shears	Soft metal blade	11		
49.	Pinking Shears	Soft metal blade	11		
50.	Rails For Spreading	Soft metal blade	11		
51.	Spreading Pins	Soft metal blade	11		
52.	Clips	Soft metal blade	11		
53.	Weights	200grms,400grms,500grms,1000grms	11		
54.	Tailors dummy		11		

55.	Tool Kit for sewing machine repair	pieces	11		
56.	Electric Plugs and Flexible Wire	4.8mm x 19mm	25		
57.	Hard Brown Paper	1000mtrs	11 ROLLS		
58.	Thin Card / Parchment		11		
59.	Cloth Hangers		20 DOZENS		
60.	Printing Table (Slanted)		11		
61.	PVC Sheet Adhesive	1000mtrs	5 DOZENS		
62.	Assorted Screens	100 x127 cm	21		
63.	Squeezes	12 inches	21		
64.	Stencil Knives		21		
65.	Stencil		21		
66.	Gloves		20 PACKETS		
67.	Plastic Jars for Paste storage	2ltrs each	20		
68.	Screen Storage Rack		11		
69.	Hand Spray Guns	400 spray	20		
	Total				

GRAND TOTAL PRICING

Department	Total price
Department of ICT and Computer	
Department of Mechanical and Electrical Engineering	
Department of Clothing and Technology	
Grand Total Price	

SECTION VIII – CONTRACT FORMS

(a) FORM No 1: NOTIFICATION OF INTENTION TO AWARD OF CONTRACT

This Notification of Award shall be sent to each Tenderer that submitted a Tender and was not successful. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

1. For the attention of Tenderer's Authorized Representative

- i) Name: *[insert Authorized Representative's name]*
- ii) Address: *[insert Authorized Representative's Address]*
- iii) Telephone: *[insert Authorized Representative's telephone/fax numbers]*
- iv) Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

2. Date of transmission: *[email]* on *[date]* (local time)

This Notification is sent by *(Name and designation)* _____

3. Notification of Award

- i) Procuring Entity: *[insert the name of the Procuring Entity]*
- ii) Project: *[insert name of project]*
- iii) Contract title: *[insert the name of the contract]*
- iv) ITT No: *[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing in relation to the evaluation of your tender by submitting a Procurement-related Complaint in relation to the decision to award the contracts.

a) The successful tenderers

i) Name of successful Tender _____

ii) Address of the successful Tender _____

iii) Contract price of the successful Tender Kenya Shillings _____
(in words _____)

b) The reasons for your tender being unsuccessful are as follows:

c) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.

SNo	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why Not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5. How to request a debriefing?

- a) DEADLINE: The dead line to request a debriefing expires at midnight on *[insert date]* (local time).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
 - i) Attention: *[insert full name of person, if applicable]*
 - ii) Title/position: *[insert title/position]*
 - iii) Agency: *[insert name of Procuring Entity]*
 - iv) Email address: *[insert email address]*
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

You should read these documents before preparing and submitting your complaint.

- a) There are four essential requirements:
 - i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process and is the recipient of a Notification of Intention to Award.
 - ii) The complaint can only challenge the decision to award the contract.
 - iii) You must submit the complaint within the period stated above.
 - iv) You must include, in your complaint, all of the information required to support your complaint.

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

(b) FORM NO 4: CONTRACT AGREEMENT

THIS AGREEMENT made the day of..... 20....., between.....
.....of..... (hereinafter “the Procuring Entity”), of the one part, and _____ of _____ (hereinafter “the Contractor”), of the other part:

WHEREAS the Procuring Entity desires that the Works known as _____ should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects there in,

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a) the Notification of Award
 - b) the Form of Tender
 - c) the addenda Nos _____ (if any)
 - d) the Special Conditions of Contract
 - e) the General Conditions of Contract;
 - f) the Specifications
 - g) the Drawings; and
 - h) the completed Schedules and any other documents forming part of the contract.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement, the Contractor here by covenants with the Procuring Entity to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity here by covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects there in, 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 where of the parties here to have caused this Agreement to be executed in accordance with the Laws of Kenya on the day, month and year specified above.

Signed and sealed by _____ (for the Procuring Entity)

Signed and sealed by _____ (for the Contractor).

(c) FORM NO. 5 - PERFORMANCE SECURITY

[Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: *[insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with (name of Procuring Entity) _____ (the Procuring Entity as the Beneficiary), for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the Day of², and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

[Name of Authorized Official, signature(s) and seals/stamps]

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

¹The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency of the Contract or a freely convertible currency acceptable to the Beneficiary.

²Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

(d) FORM NO. 7 - ADVANCE PAYMENT SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[Insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (in words _____) is to be made against an advance payment guarantee.
3. At the request of the Contractor, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words _____) upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
 - b) Has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ at _____.
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the _____ day of _____, 2_____,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

[Name of Authorized Official, signature(s) and seals/stamps]

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

(e) FORM NO. 8 – RETENTION MONEY SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[Insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue]*

Advance payment guarantee no. *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. _____ *[insert reference number of the contract]* dated _____ with the Beneficiary, for the execution of _____ *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys upto the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of *[insert the second half of the Retention Money]* is to be made against a Retention Money guarantee.
3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* _____ *([insert amount in words _____])*¹ upon receipt by us of the Beneficiary's complying demands supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified there in.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number _____ at _____ *[insert name and address of Applicant's bank]*.
5. This guarantee shall expire no later than the.....Day of.....², and any demand for payment under it must be received by us at the office indicated above on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

[Name of Authorized Official, signature(s) and seals/stamps]

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

¹The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.
²Insert a date that is twenty-eight days after the expiry of retention period after the actual completion date of the contract. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.